



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
June 10, 2024

AGENDA NO. 2024-11-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Father Bryan Lowe of St. John the Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-06-WS, dated May 22, 2024

B. Minutes No. 2024-10-RG, dated May 28, 2024

7. PRESENTATIONS AND AWARDS

A. Madison Police Department Promotion Ceremony for newly promoted Lieutenant Ralph Dawe, Lieutenant Weston Taets, Lieutenant Tanner Ward, Sergeant Shannon DeFazio, Sergeant Russell Owens and Sergeant Jesse Scroggin.

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. Authorization of payment of Invoice No. 2684 to GTEC,LLC for geotechnical evaluation at pavilion footing locations on Sunshine Oaks Project No 23-018 (\$1,500.00 to be paid from Fund 38)
- C. **Resolution No. 2024-169-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation on Claim No.061951 in the amount of \$11,416.00 minus a \$1,000 deductible for damage to the electrical fence in the secure parking area behind the Police Department due to severe thunderstorm which occurred on May 3, 2024.
- D. **Resolution No. 2024-176-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation in the amount of \$20,434.97, minus a \$500.00 deductible, for Claim No. 061581 for damage due to a collision to Squad 4 fire vehicle which occurred on March 11, 2024 on Browns Ferry Road
- E. **Resolution No. 2024-179-R:** Authorizing the renewal of an agreement with WoW! for cable and internet services at City Hall (\$1,161.98 per month, to be paid from IT Department budget)
- F. **Resolution No. 2024-180-R:** Authorizing the renewal of an agreement with WOW! for cable and internet services for Public Works (\$699.89 per month, to be paid from IT Department budget)
- G. **Resolution No. 2024-181-R:** Authorizing the renewal of an agreement with WOW! for public Wi-Fi service for downtown Madison located at 101 Main Street (\$99.99 per month, to be paid from IT Department budget)
- H. **Resolution No. 2024-182-R:** Authorizing the renewal of an agreement with WOW! for cable and internet services at Fire Station 4 (\$400.00 per month, to be paid from IT Department budget)
- I. **Resolution No. 2024-183-R:** Authorizing the renewal of an agreement with WOW! for internet services for Community Center (\$500.00 per month, to be paid from IT Department budget)
- J. **Resolution No. 2024-184-R:** Authorizing the renewal of an agreement with WOW! for internet services for 911 Center (\$400.00 per month, to be paid from IT Department budget)
- K. **Resolution No. 2024-185-R:** Authorizing the purchase of a truck to be built out as a fire service brush truck (amount not to exceed \$25,000, to be paid from Fire Department budget)
- L. **Resolution No. 2024-187-R:** Authorizing an amended three-year subscription agreement with LexisNexis for LexisNexis+ (\$538/monthly for Year One, \$565/monthly for Year Two, \$593/monthly for Year Three, to be paid from Legal Department budget)
- M. Acceptance of donation from M. Flurer in the amount of \$25.00

10. PRESENTATIONS OF REPORTS

- MAYOR PAUL FINLEY**
- COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**
- COUNCIL DISTRICT NO. 2 CONNIE SPEARS**
- COUNCIL DISTRICT NO. 3 TEDDY POWELL**
- COUNCIL DISTRICT NO. 4 GREG SHAW**
- COUNCIL DISTRICT NO. 5 RANAE BARTLETT**
- COUNCIL DISTRICT NO. 6 KAREN DENZINE**
- COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

13. DEPARTMENT REPORTS

BUILDING

A. **Proposed Ordinance No. 2024-173:** Amending the City's Building Codes within Chapter 8, Article V., of the City Code of Ordinances (First Reading)

ENGINEERING

A. **Resolution No. 2024-158-R:** Authorizing a Permissive Use Agreement with Madison Utilities for property adjacent to the Brownsferry/Burgreen Road Roundabout Project

B. **Resolution No. 2024-159-R:** Authorizing agreements with owners (Burch) to convey easements to City for Highland Drive Ditch Improvement (no cost to City)

C. **Resolution No. 2024-164-R:** Authorizing agreement with owners (Christensen) to convey easements to City for Highland Drive Ditch Improvement (no cost to City)

D. **Resolution No. 2024-167-R:** Award of Bid No. 2024-007-ITB, Huntsville Brownsferry Road and Burgreen Road Roundabout to Grayson Carter & Son Contracting, Inc. (\$1,589,020.20 to be paid from 38-150-060-2941-11)

E. **Resolution No 2024-170-R:** Authorizing Amendment No. 1 to Professional Services Agreement with Garver, LLC for additional geotechnical borings at pedestrian bridge footing locations on Project 22-006 (in an amount not to exceed \$9,300.75, to be paid from Engineering Department budget)

PLANNING

A. **Proposed Ordinance No. 2024-141:** Vacation of landscape easement located within Lot 2B of Heritage Plantation 9th Addition Subdivision (First Reading 5/28/24)

B. **Proposed Ordinance No. 2024-163:** Vacation of utility and drainage easement located with 102 Kelvingrove Drive (First Reading)

C. **Proposed Ordinance No. 2024-171:** Vacation of utility and drainage easement located within Tracts A1 and A2 of Putman's Industrial Park Second Addition Phase II (First Reading)

POLICE

A. **Resolution No. 2024-157-R:** Authorizing a Memorandum of Understanding with the Alabama Law Enforcement Agency for participation in the Internet Crimes Against Children Task Force

B. **Resolution No. 2024-168-R:** Authorizing an agreement with Lexipol, LLC, for Cordico Wellness App (\$4,000 to be paid for remaining FY2024; \$12,000, to be paid for FY 2025 from Police Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

Agenda Note: It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.



**MINUTES NO. 2024-06-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
May 22, 2024**

The Madison City Council met for a public work session on Wednesday, May 22, 2024, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Pro Tem John Seifert.

The following elected officials were in attendance:

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Absent
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Coordinator Garrett Gillott, Court Clerk Amanda Garlen, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Fire Chief David Bailey, Building Director Dustin Riddle, City Engineer Michael Johnson, Parks and Recreation Director Kory Alfred, Public Works Director Kent Smith, Police Chief Johnny Gandy, Human Resources Director Megan Zingarelli.

Compensation Study Update Presentation by Evergreen Solutions

Mayor Finley opened by explaining to the audience that the purpose behind the study was retention and recruitment. He stated that he wants The City to be in the best possible position to get the best people and we want the best people to stay as long as they can.

Mr. Rob Williamson gave a presentation on his findings for the compensation study that was done.

Study Process

Compensation Philosophy

- Competitive with the market 50th percentile
- Equitable, flexible and fiscally responsible
- Step plan

- Tenure and performance

Classification Review

- Every employee had an opportunity to participate in the survey that was sent out
- Over 80% of Employees participated in the survey
- Classifications are the essential functions that match what people are doing in their positions
- 95% of The City's job classifications were included in the survey, which gives a great understanding of the essential functions that Employees are performing

Compensation Outlook

- Public sector salaries are still increasing, with hiring remaining strong at 3.5%
- Consumer price inflation rose 19.6% between January 2020 and January 2024. Peak inflation 9% in June 2022
- 75% of private sector companies are struggling too attract new talent- will be more aggressive
- To make sure you keep turnover at an adequate and healthy level, we have to pay a market

Compensation Review

- 82 benchmark classifications
- Average number of matches for each classification of 8.2
- Not all peers had matches for all benchmark classifications
- Adjusted for cost of living
- Madison pay ranges are twice as wide as the market average of 52.9%
- Only 30 total Employees have a salary that exceeds the midpoint of the range

Key Considerations

- Evergreen does not recommend the reduction of individual Employee salaries
- Implementation aligns Employees in their recommended pay ranges on selected methodology
- Collaborative – City Project Leadership Team, Employees and Supervisors assisted in identifying concerns, benchmark classifications, market peers and implementation option

Key Recommendations

- Adopt the proposed market competitive pay plan
- Reassign positions to pay grades based on internal equity and the market results
- Place Employees into a step within their newly recommended pay grades based on implementation methodology
- Select an implementation methodology that aligns with the compensation philosophy and financial means of the City

Next Steps

- Provide draft and final reports – provide reports that memorialize the work and study findings
- Job force manager training – training for staff to perform ongoing pay plan maintenance

- Job description update – update job descriptions to align with essential functions, minimum qualifications and FLSA
- Project close-out

Questions were opened up to Mayor Finley and Council Members. Council Member Maura Wroblewski stated her concerns regarding the \$7500 cap, stating that \$7500 would not bring some Employees to the income level that they should be. She asked Human Resources Director Megan Zingarelli if this situation can be looked at by a case-by-case situation because \$7500 will not be adequate for some departments.

Council Member Teddy Powell asked if the total salary figures include healthcare and any other taxes. Mr. Williamson answered that these figures are base salary adjusted for cost of living and are not your payroll taxes, benefits or any supplemental pays.

Council Member John Seifert asked Human Resources Director Megan Zingarelli what the timeline is for this to take place, and she answered that they have given this analysis to the City's independent financial advisor and they plan to have some feedback within the next couple of weeks. The City is prepared to implement the recommendations into the new fiscal year budget cycle.

Mayor Finley asked what it would look like for Employees who are currently at higher steps that need to be moved down some and for Employees who are at a higher step percentage and need to be decreased, and why is it good for the city. Mr. Williamson explained that it impacts the City and the employees in a couple of ways. With the ranges, no one starts at the minimum and no one ever reaches the maximum which means that is not an effective range. For the step percentage, it benefits the City to decrease the step percentage because it will save the city money. For Employees, they will be able to get to their max range four years sooner.

Human Resources Director Megan Zingarelli concluded the meeting with her next steps.

- Obtain Council and Employee feedback
- Review Financial Advisor's report
- Amend Personnel Policies to reflect Evergreen's recommendations
- Present to City Council for a vote
- Add updated salary numbers to new Fiscal Year budget requests
- Implement pay plan in coordination with FY2025 budget approvals

Ms. Zingarelli reiterated to Employees that if they have any questions, they can email her and she will consult with Mr. Williamson so they will get consistent answers out to everyone.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 6:26 p.m.

Minutes No. 2024-06-WS, dated May 22nd, 2024, read, approved and adopted this 10th day of June 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor
Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary



**MINUTES NO. 2024-10-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 May 28, 2024**

The Madison City Council met in regular session on Tuesday, May 28, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Troy Garner from The Fellowship of Faith Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Absent
Council District No. 2 Connie Spears	Absent
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Troy Garner, Emily Jones, Jacob Bowers

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore had the following updates and/or changes listed below:

Resolution No. 2024-140-R: under public hearing, the mentioned vacant lot has met compliance.

With no more amendments to the agenda Council President Bartlett approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2024-09-RG DATED MAY 13, 2024

Council Member Seifert moved to approve Minutes No. 2024-09-RG. Council Member Denzine seconded. The roll call vote taken was recorded as follows:

Council Member John Seifert	Aye
Council Member Karen Denzine	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF LIFE SAVING AWARDS BY FIRE CHIEF DAVID BAILEY TO FIRE CAPTAIN EDDIE RICHARDSON, HEMSI PARAMEDIC JOHN BLANKENSHIP, AND HEMSI EMT-B TYLER EBERLE

The Star of Life is awarded to someone who is successful in saving a life while medical interventions are being performed. To qualify for this award, a patient must survive and be discharged from the hospital.

The Unit Citation is awarded to someone who acts as part of the crew or team that provides support other than those actively engaged in saving a life during a fire, rescue, or medical emergency.

Fire Chief Bailey thanked all members for their dedication to service and their families that supported them in all their effort. Fire Chief Bailey presented the awards as followed:

Star of Life Award	Captain Eddie Richardson
Star of Life Award	Paramedic John Blankenship-HEMSI
Unit Citation Award	EMT Tyler Eberle-HEMSI

A round of applause was given.

PRESENTATION OF EMPLOYEE OF THE YEAR AWARDS BY MRS. DEBBIE OVERCASH WITH THE MADISON ROTARY CLUB

Debbie Overcash of the Rotary Club along with Mayor Finley, Council President Ranae Bartlett, Fire Chief David Bailey, Deputy Fire Chief Brandy Williams, Police Chief John Gandy, Rotary Club President Eric Simonson presented the awards as follows:

Firefighter of the Year	Driver/Paramedic Luke Hall
Police Officer of the Year	Joshua Overman
Employee of the Year	Candace Watson

A round of applause and standing ovation was given to each employee.

INTERMISSION: EMPLOYEES OF THE YEAR RECEPTION

President Pro Tem Seifert called for a brief intermission to honor the "Employees of the Year" reception.

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council was able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.*

OSCAR DRAPER SR.

Mr. Draper appeared before Council and Mayor Finley to voice his concerns on the following items:

- Franklin subdivision concerns
- Congratulated Police Dept for their dedication
- Thanked Mayor Finley and Council for their service

KATHY YOUNG

Ms. Young appeared before Council and Mayor Finley to voice her concerns on the following item:

- Inappropriate library books

EMILY JONES

Ms. Jones appeared before Council and Mayor Finley to voice her concern on the following item:

- Inappropriate library books
- APLS policy changes

CARISSA CALLAN

Ms. Callan appeared before Council and Mayor Finley to voice her concerns on the following items:

- Inappropriate library books

RACHEL HOMOLAK (DISTRICT FOUR)

Ms. Callan appeared before Council and Mayor Finley to voice her concerns on the following items:

- Inappropriate library books

ANGELA GARY (DISTRICT FIVE)

Ms. Gary appeared before Council and Mayor Finley to voice her concerns on the following items:

- Resolution No. 2024-147-R, objection to the Swatek agreement

JENNIFER COE (DISTRICT FIVE)

Ms. Coe appeared before Council and Mayor Finley to voice her concerns on the following items:

- Resolution No. 2024-147-R,
- Proposed Ordinance No.2024-137

MARGI DALY (DISTRICT FIVE)

Ms. Daly appeared before Council and Mayor Finley to voice her concerns on the following items:

- Future tax dollar concerns
- Civic awareness class objections
- Resolution No. 2024-156-R, contradiction with ownership of Palmer Park
- Proposed Ordinance No. 2024-137, disapproval, suggested lack of consideration for community
- Resolution 2024-147-R, objection to the Swatek agreement
- Resolution No. 2024-125-R feels that it is redundant.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Powell moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating account	\$1,463,235.95
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ADEM Storm Drainage	\$1,081.94
Gasoline Tax & Petroleum Inspection fees	\$17,983.10
Library Building Fund	\$699.62
Water Distribution and Storage	\$2,332.00
Venue Maintenance	\$6,751.15

Regular and periodic bills to be paid

Resolution No. 2024-143-R: Authorizing a Subscription Agreement with TheraNest (\$39 per month to be paid from HR Department budget)

Resolution No. 2024-145-R: Declaring duty weapon and badge issued to Lieutenant Christie Gover as surplus and authorizing it be given to her upon retirement

Resolution No. 2024-151-R: Authorizing the renewal of Civil 3D software license subscriptions from Autodesk, Inc. for four (4) single-user workstations (\$10,560 to be paid from Engineering Department budget)

Resolution No. 2024-152-R: Providing for the disposition of personal property of negligible value (66 Cisco IP Phones) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Resolution No. 2024-153-R: Providing for the disposition of personal property of negligible value (2012 Dodge Charger RWD with broken rear subframe), formerly used by the Police Department, via online auction through Govdeals website pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2024-155-R: Authorizing the disposal or destruction of certain Police Department records as reviewed and approved by the Alabama Department of Archives and History

Authorization of payment of Invoice No. 26355-1 to Morell Engineering for work on resurfacing and striping of Madison Blvd. from Wall Triana to Flagstone on Project No 22-002 (\$29,512.82 to be paid from Fund 38)

Authorization of payment (Draw #7) to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$264,354.80 to be paid from Fund 38)

Authorizing the Engineering Department to solicit quotes to rewire the traffic signal at Hughes Road and Highway 72

Acceptance of donation from L. Tucker (\$30 to be deposited to Senior Center donation account)

Acceptance of donation from Huntsville Gymnastics Center (\$200 to be deposited into Recreation Donation Account)

Council Member Shaw seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Presented a check from Arthur Orr in the amount of \$20,000.00 to the City to help support the Madison library. Council approved the check, and a vote was taken:

Council Member Powell moved to approve the check in the amount of \$20,000.00. The vote to approve the \$ 20,000.00 was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried

Mayor Finley reported on the following activities, events, and newsworthy items:

- Addressed concerns with the Swatek agreement

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

Absent

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Council Member Bartlett reported on the following activities, events, and newsworthy items:

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

Council Member Shaw reported on the following activities, events, and newsworthy items:

No business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Council Member Bartlett reported on the following activities, events, and newsworthy items:

RESOLUTION NO. 2024-148-R: AUTHORIZING THE ARCHIVING OF THE MAY 22, 2024, CITY COUNCIL WORK SESSION

Council Member Denzine moved to approve Resolution No. 2024-148-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Karen Denzine	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-165-R: AUTHORIZING PEDESTRIAN IMPROVEMENTS TO GILLESPIE AND HUGHES (NOT TO EXCEED \$50,000 TO BE PAID FROM COUNCIL SPECIAL PROJECT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-165-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member John Seifert	Aye

Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye

Motion carried.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Madison Police Citizens Advisory Committee (MPCAC) will not meet on Tuesday May 29, as scheduled, the meeting is rescheduled for July 23rd at the Madison Library.
- Thanked American Legion Post 229 for the Veterans Memorial Day ceremony

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Council Member Seifert reported on the following activities, events, and newsworthy items:

- Thanked the American Legion for honoring the Veterans

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

None

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2024-150-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SHOALS ELECTRIC TO REWIRE THE TRAFFIC SIGNAL AND INSTALL NEW DETECTION LOOPS INCLUDING CONDUIT WITH JUNCTION BOXES AS REQUIRED AT THE I-565 AND WALL TRIANA HWY INTERSECTION ON PROJECT 24-015 (AMOUNT NOT TO EXCEED \$19,300, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-150-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-156-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR SURVEYING SERVICES FOR THE PALMER PARK PARKING LOT ADDITION ON PROJECT 23-022 (IN AN AMOUNT NOT TO EXCEED \$6,500, TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member Seifert moved to approve Resolution No. 2024-156-R. Council Member Shaw seconded. Council Member Shaw asked if there was a previous master plan survey on file with the architect. The vote was taken and recorded as follows:

Council Member John Seifert	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2024-160-R: AUTHORIZING A PERMISSIVE USE AGREEMENT WITH SWR HOLDINGS, LLC FOR GRADING/CLEARING OF PROPERTY NEAR BROWNSFERRY/BURGREEN ROAD ROUNDABOUT PROJECT

Council Member Shaw moved to approve Resolution No. 2024-160-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-161-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CONTECH FOR ENGINEERING SERVICES FOR STRUCTURAL DESIGN OF A PEDESTRIAN BRIDGE AT PALMER PARK (\$22,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-161-R. Council Member Shaw seconded. Council Member Seifert asked if there was a specific place chosen for the pedestrian bridge. City Engineer Michael Johnson clarified that the location will be in the same location as before. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

FIRE & RESCUE

PROPOSED ORDINANCE NO. 2024-137: AMENDING SECTION 18-3 OF THE MADISON CITY CODE TO ALLOW NOVELTY AND SPARKLING DEVICES (FIRST READING 05/13/2024)

Council Member Shaw moved to approve Proposed Ordinance No. 2024-137. Council Member Powell seconded. Council Member Denzine asked if any of the items were going to be noisy and if they were going to disturb dogs. Fire Chief Bailey clarified that the items consisted of sparklers, smoke devices, ground sparkling devices that twirl as well as ground base sparklers. Fire Chief Bailey added that this ordinance doesn't include anything that flies and makes a ton of noise. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent

Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

LEGAL

PROPOSED ORDINANCE NO.2024-119: REPEALING ORDINANCE NO. 2019-009: SCHEDULE FOR TRASH AND GARBAGE RATES (FIRST READING 05/13/2024)

Council Member Shaw moved to approve Proposed Ordinance No. 2024-119. Council Member Powell seconded. Council Member Seifert asked about the rationale behind the increase. City Attorney Brian Kilgore explained the logic that was forecasted in 2019. Council Member Denzine asked for clarification and City Attorney Brian Kilgore shared that the figure that had been forecasted in 2019 isn't the rate that the city currently has with Athens and Huntsville Utilities. The vote was taken and recorded as follows:

Council Member Greg Shaw	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2024-147-R: AUTHORIZING AN AGREEMENT WITH SWATEK, VAUGHN, & BRYAN, LLC FOR GOVERNMENTAL RELATIONS AND LOBBYING SERVICES FOR A ONE-YEAR PERIOD (\$5,000/MONTH TO BE PAID FROM LEGAL DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-147-R. Council Member Shaw seconded. Council President Bartlett asked Mayor Finley if he would clarify the future priorities the firm would be focused on. Mayor Finley clarified that the Council would readdress the topic and decide on the things that lead to funding, once department heads give input on future needs. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Karen Denzine	Nay
Council Member John Seifert	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2024-123: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY CANETA HALL HUNNICUTT AND DAVID A. HUNNICUT LOCATED AT 100 ROEMA DRIVE (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-125-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-124; ZONING CERTAIN PROPERTY OWNED BY CANETA HALL HUNNICUTT AND DAVID A. HUNNICUTT LOCATED AT 100 ROEMA DRIVE TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) UPON ANNEXATION (FIRST PUBLICATION 6/5/2024, SYNOPSIS 6/12/2024, PUBLIC HEARING 7/8/2024)

Council Member Seifert moved to approve Resolution No. 2024-125-R. Council Member Powell seconded. Council Member Shaw asked Director of Development Services Mary Beth Broeren what the reason for the requested resolution was. Director of Development Services Mary Beth Broeren explained that there’s an existing house already on the property and the individuals are using Madison Roads as well as other services within the city, which allows the city to collect property tax from the home. The vote was taken and recorded as follows:

Council Member John Seifert	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2024-141: VACATION OF LANDSCAPE EASEMENT LOCATED WITHIN LOT 2B OF HERITAGE PLANTATION 9TH ADDITION SUBDIVISION (FIRST READING)

This is a first reading only

RECREATION

RESOLUTION NO. 2024-142-R: AUTHORIZING AN AGREEMENT WITH PYRO SHOWS OF ALABAMA, INC. FOR FIREWORKS SHOW FOR THE INDEPENDENCE DAY CELEBRATION TO BE HELD JULY 3, 2024 (\$14,999.00 TO BE PAID FROM PARKS AND RECREATION DEPARTMENT BUDGET)

Council Member Seifert moved to approve Resolution No. 2024-142-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member John Seifert	Aye
Council Member Teddy Powell	Aye
Council Member Ranae Bartlett	Aye
Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council President Bartlett moved to adjourn. The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Absent
Council Member Connie Spears	Absent
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:17 p.m.

Minutes No. 2024-10-RG, dated May 28th, 2024, read, approved and adopted this 10th day of June 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



4890 University Square
Suite 2
Huntsville, AL 35816

INVOICE

Invoice Number: 2684
Date: May 30, 2024
Project Number: 1238

City of Madison
Attn: City of Madison
100 Hughes Road
Madison, AL 35758

Madison Pavilion

For Professional Services Rendered Through: May 31, 2024

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Design Geotechnical Study	\$1,500.00	100.00	\$1,500.00	\$0.00	\$1,500.00
	\$1,500.00		\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00
				Invoice Total	\$1,500.00

Prior Billing Information

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing					

Fund 38
38-010-000-2941-01

RECEIVED
MAY 31 2024
IN FINANCE

E. Michelle Dunson
6/4/24

RECEIVED
JUN 4 2024
CITY OF MADISON
ENGINEERING DEPARTMENT

RESOLUTION NO. 2024-169-R

ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 061951 FOR DAMAGE TO CITY VEHICLE

WHEREAS, on May 3rd, 2024, at 12:00 p.m. which loss upon the best knowledge and belief of insured was caused by lightning from a severe thunderstorm.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$11,416.00, with a deductible of \$1,000.00, the full and final settlement of \$10,416.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$11,416.00, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said lightning loss. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 10th day of June 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

\$166,316,457.00
Amount of Policy at Time of Loss
10/1/23
Policy Effective Date
10/1/24
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

Claim Number: 061951 JB

0094347281261
Policy Number
AMIC
Agency At
Mike Gardner
Agent

By the above indicated policy of insurance you insured:

City of Madison

against loss by lightning upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A lightning loss occurred about 12 o'clock P.M. on the 3rd day of May, 2024. The cause and origin of said loss was: severe thunderstorms.

Property Involved in Claim: Fencing.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: Fencing.

Title and Interest: At the time of the loss the interest of your insured in the property described therein was City of Madison. No other person or entity had any interest therein or encumbrance thereon, except: none.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss: \$166,316,457.00

Full Replacement Cost of said property at time of loss: \$

Full Cost of Repair of Replacement: \$ 11,416.00

Applicable Depreciation: \$

Actual Cash Value Loss Replacement Cost Loss: \$ 11,416.00

Less deductible and/or participation by the insured: \$ (1,000.00)

Actual Cash Value Loss Replacement Cost Loss: \$ 10,416.00

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed: \$0.00.

This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or with the privity or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss; no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

State of Alabama
County of madison

Insured
By Mayor
(Title)

Subscribed and sworn to before me this 20 day of May, 2024

Kerri Sulyma
Notary Public



RESOLUTION NO. 2024-176-R

ACCEPTANCE OF INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 061581

WHEREAS, on March 11, 2024, at 1:03 p.m. which loss upon the best knowledge and belief of insured was caused by a collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$20,434.97, with a deductible of \$500.00, the full and final settlement of \$19,934.97.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$20,434.97, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said damage of \$19,934.97. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 10th day of June 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281261
POLICY NUMBER
October 1, 2023
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

061581 HM
ADJUSTER FILE NUMBER
061581 HM
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2013, RAM, 2500 Tradesman 4WD, 3C6TR5CTXDG524271

DATE OF LOSS CAUSE: A loss occurred on the 11th day of March, 2024, about the hour of 1:03 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

LOCATION OWNERSHIP: When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: N/A

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$20,434.97
DEDUCTIBLE AMOUNT The deductible provision applicable to this loss (\$500.00)
SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$19,934.97

IN THE EVENT OF THEFT: In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

STATEMENTS OF INSURED: The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Date: _____



SIGNATURE: [Handwritten Signature]

Witness: _____

Subscribed and sworn to before me this 14th day of May, 2024

[Handwritten Signature]
NOTARY PUBLIC

RESOLUTION NO. 2024-179-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription agreement with WOW! Business, for internet and cable services for the property located at 100 Hughes Road, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Customer Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June, 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Hughes Rd

Phone: (256) 772-5600

Date: 5/20/2024

Account #: 19603951

Fed Tax ID: 63-6005367

Quote #: OPP-997564

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

100 Hughes Rd
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges	
Data							
Performance High Speed Internet 60/10	High Speed Internet 60mbps/10mbps	Renewal	1	\$49.99	\$0.00	\$49.99	
Customer Owned Modem	Customer Owned Modem	Renewal	1	\$0.00	\$0.00	\$0.00	
DIA - 100Mbps	Dedicated Internet Access - 100Mbps	Renewal	1	\$490.00	\$0.00	\$490.00	
Static IP (5)	Static IP (5 Usable)	Renewal	1	\$21.99	\$0.00	\$21.99	
Ethernet - 1Gbps	Ethernet - 1Gbps	Renewal	1	\$600.00	\$0.00	\$600.00	
Total:					\$ 0.00	\$ 1,161.98	
Cable TV							
Digital Adapter	Digital Adapter	Renewal	20	\$0.00	\$0.00	\$0.00	
Commercial Digital - Digital Preferred	Includes Digital Broadcast Basic, plus the Digital Prime Channels, plus the Digital Preferred channels	Renewal	1	\$0.00	\$0.00	\$0.00	
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$0.00	\$0.00	\$0.00	
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Renewal	1	\$0.00	\$0.00	\$0.00	
Business Music Choice (Digital Music)	Business Music Choice (Digital Music)	Renewal	1	\$0.00	\$0.00	\$0.00	
HD DVR	Upgrade to HD with a HD/DVR Receiver	Renewal	1	\$0.00	\$0.00	\$0.00	
Total:					\$ 0.00	\$ 0.00	
Pricing subject to approval after internal review					Total:	\$ 0.00	\$ 1,161.98

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Laura Dean

Service Address: 100 Hughes Rd Madison AL 35758

Title: SAM

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<p><u>Owner of Property:</u></p> <p>Legal Name</p> <p>_____</p> <p>Property Address 100 Hughes Rd, Madison AL, 35758</p>	<p><u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!")</p> <p>Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007</p> <p>Division Address 2401 10th St, Huntsville AL, 35805</p>
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

RESOLUTION NO. 2024-180-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription agreement with WOW! Business, for internet and cable services for the property located at 240 Palmer Road (Public Works Department), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Customer Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June, 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Public Works **Phone:** (256) 772-5600 **Date:** 5/20/2024
Account #: 19696241 **Fed Tax ID:** 63-6005367 **Quote #:** OPP-997567
Contact: Chris White **Email:** chris.white@madisonal.gov

<u>PHYSICAL ADDRESS</u>	<u>BILLING ADDRESS</u>	<u>CONTRACT TERM</u>	<u>SALES REP</u>
240 Palmer Rd Madison AL 35758	100 Hughes Rd Madison AL 35758-1110	36 month(s)	Vannessa Cole Inactive 2567839304 vannessa.cole@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet - 1Gbps	Ethernet - 1Gbps	Upgrade	1	\$600.00	\$0.00	\$600.00
Performance High Speed Internet 600/50	High Speed Internet 600mbps/50mbps	Renewal	1	\$99.99	\$0.00	\$99.99
Customer Owned Modem	Customer Owned Modem	Renewal	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 699.99
Cable TV						
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Renewal	1	\$0.00	\$0.00	\$0.00
Private View - Expanded Basic Cable Promo - South	Not eligible for public view, Special Promotional Pricing for Basic TV Package when bundled with Internet and at least 1 Phone Line and/or Whole-Business WiFi.	Renewal	1	\$0.00	\$0.00	\$0.00
Digital Adapter	Digital Adapter	Renewal	3	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review				Total:		\$ 0.00
					\$ 0.00	\$ 699.99

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Vanessa Cole Inactive

Service Address: 240 Palmer Rd Madison AL 35758

Title: SAM

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<p><u>Owner of Property:</u></p> <p>Legal Name</p> <p>_____</p> <p>Property Address 240 Palmer Rd, Madison AL, 35758</p>	<p><u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!")</p> <p>Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007</p> <p>Division Address 2401 10th St, Huntsville AL, 35805</p>
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

RESOLUTION NO. 2024-181-R

AUTHORIZING SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS FOR PROVISION OF PUBLIC WI-FI SERVICE FOR DOWNTOWN MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a three (3) year subscription license with WOW! Business, for public Wi-Fi internet service to be located at 101 Main Street, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Main St
Account #: 19669283
Contact: Chris White

Phone: (256) 772-5600
Fed Tax ID: 63-6005367
Email: chris.white@madisonal.gov

Date: 5/20/2024
Quote #: OPP-997568

PHYSICAL ADDRESS
 101 Main St
 Madison AL 35758

BILLING ADDRESS
 ATTN: Chris White 100 Hughes
 Rd
 Madison AL 35758-1110

CONTRACT TERM
 36 month(s)

SALES REP
 Laura Dean
 (256) 489-6417
 laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges	
Data							
Performance High Speed Internet 600/50	High Speed Internet 600mbps/50mbps	Renewal	1	\$99.99	\$0.00	\$99.99	
Customer Owned Modem	Customer Owned Modem	Renewal	1	\$0.00	\$0.00	\$0.00	
Total:					\$ 0.00	\$ 99.99	
Pricing subject to approval after internal review					Total:	\$ 0.00	\$ 99.99

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Date: _____

Print Name: _____

Print Name: Laura Dean

Title: _____

Title: SAM

Date: _____

Service Address: 101 Main St Madison AL 35758

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

RESOLUTION NO. 2024-182-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription agreement with WOW! Business, for internet and cable services for the property located at 400 Celtic Drive (Fire Station No. 4), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Customer Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June, 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Fire & Rescue

Phone: (256) 772-5600

Date: 5/20/2024

Account #: 19684391

Fed Tax ID: 63-6005367

Quote #: OPP-997569

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

400 Celtic Dr
Madison AL 35758

BILLING ADDRESS

100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Vannessa Cole Inactive
2567839304
vannessa.cole@wowinc.com

Product	Line Description	New/Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet - 100Mbps	Ethernet Connection - 100Mbps	Renewal	1	\$400.00	\$0.00	\$400.00
Total:					\$ 0.00	\$ 400.00
Cable TV						
Commercial Digital - Digital Preferred	Includes Digital Broadcast Basic, plus the Digital Prime Channels, plus the Digital Preferred channels	Renewal	1	\$0.00	\$0.00	\$0.00
Broadcast TV Fee	Recovers costs associated with retransmitting television broadcast signals	Renewal	1	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$0.00	\$0.00	\$0.00
HD Service	Per outlet charge. in addition to the regular digital plan.	Renewal	1	\$0.00	\$0.00	\$0.00
Digital Adapter	Digital Adapter	Renewal	5	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review				Total:		\$ 0.00
						\$ 400.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Vanessa Cole Inactive

Service Address: 400 Celtic Dr Madison AL 35758

Title: SAM

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

RESOLUTION NO. 2024-183-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription agreement with WOW! Business, for internet services for the property located at 1329 Browns Ferry Road (Community Center), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Customer Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June, 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison Browns Ferry Rd

Phone: (256) 772-5600

Date: 5/20/2024

Account #: 19667814

Fed Tax ID: 63-6005367

Quote #: OPP-997570

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

1329 Browns Ferry Rd
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Ethernet - 300Mbps	Ethernet Connection - 300Mbps	Upgrade	1	\$500.00	\$0.00	\$500.00
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 500.00
Pricing subject to approval after internal review					Total:	\$ 0.00
					\$ 0.00	\$ 500.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Laura Dean
Title: SAM

Service Address: 1329 Browns Ferry Rd Madison AL 35758
Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<p><u>Owner of Property:</u></p> <p>Legal Name</p> <p>_____</p> <p>Property Address 1329 Browns Ferry Rd, Madison AL, 35758</p>	<p><u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!")</p> <p>Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007</p> <p>Division Address 2401 10th St, Huntsville AL, 35805</p>
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

RESOLUTION NO. 2024-184-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription agreement with WOW! Business, for internet services for the property located at 1570 Old Monrovia Road, Huntsville, AL 35806 (E-911 Center), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Customer Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June, 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June, 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - 911 Center

Phone: (256) 772-5600

Date: 5/20/2024

Account #: 19696241

Fed Tax ID: 63-6005367

Quote #: OPP-1002064

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

1570 Old Monrovia Rd NW
Huntsville AL 35806

BILLING ADDRESS

ATTN: Chris White 100 Hughes
Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges	
Data							
Ethernet - 100Mbps	Ethernet Connection - 100Mbps	New	1	\$400.00	\$0.00	\$400.00	
Ethernet Installation	Ethernet Installation Charge	New	1	\$0.00	\$0.00	\$0.00	
Total:					\$ 0.00	\$ 400.00	
Pricing subject to approval after internal review					Total:	\$ 0.00	\$ 400.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Laura Dean

Service Address: 1570 Old Monrovia Rd NW Huntsville AL 35806

Title: SAM

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

RESOLUTION NO. 2024-185-R

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) FULL SIZE PICKUP TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the Fire Department recently lost a 2013 Dodge Ram to fire damage during its response to a brush fire; and

WHEREAS, the City has received \$19,934.97 from our insurance company for the lost Truck; and

WHEREAS, the Fire Department seeks to replace the lost Truck with a used full-size pickup truck using most of the proceeds of the insurance payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized, the total amount not to exceed **twenty-five thousand dollars (\$25,000.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-187-R

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE (3) YEAR SUBSCRIPTION AMENDMENT FOR LEXISNEXIS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription with LexisNexis for Lexis+ AI, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Amendment" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: Madison Legal Department
Account Number: 10002L7P
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	2
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2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ AI Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The term of Subscriber's commitment for the Lexis+ AI product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ AI Content & Features		
Product	SKU Number	Number of Users
Lexis+™ Practical Guidance - State & Local Government	1534660	2
AL National Government Package	1537086	2
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	2



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

Table with 3 columns: Feature Name, ID, and Count. Rows include Lexis+ AI Access - Ask & Summarize (1547529, 2) and Lexis+ AI Access - Drafting (1547532, 2).

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term...
3.3. Commencing at the Renewal Term...
3.4. In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth above...

Table with 2 columns: Committed Term and Monthly Commitment. Rows show activation and renewal periods with corresponding monthly fees (\$538, \$565, \$593).

3.5. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials").

To have Out of Plan Materials available for your Authorized Users, initial here (Initial)

- 3.6. Use of Lexis+ AI under this Amendment is available to Subscriber and its Authorized Users...
3.7. LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 07/07/2024.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN.

6. Support and Training
During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)**

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ AI or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Madison Legal Department
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____ Printed Name: _____ Job Title: _____ Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
Authorized Signature: _____ Name: _____ Job Title: _____ Date: _____



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		Madison Legal Department	
Billing Frequency		<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #	
MSA # if applicable			

ORDINANCE NO. 2024-173**AN ORDINANCE AMENDING THE CITY'S BUILDING CODES, WITHIN CHAPTER 8, ARTICLE V., OF THE CITY CODE OF ORDINANCES**

WHEREAS, the City of Madison has adopted certain building codes for the health and safety of the public at large,

WHEREAS, the City of Madison has determined that amendments are needed to the building codes in order to protect the health and safety of the public at large,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that:

Section 1. Section 8-100(2)(o) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(2)(o) Storm Shelter Permits – All storm shelter permits must be applied for by the storm shelter contractor and not the homeowner.

Section 2. Section 8-100(8) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(8) *National Electrical Code, 2017 Edition*. The National Electrical Code is hereby amended as follows:

- a. Electrical Vehicle Chargers – Any electrical vehicle (EV) charger must be installed by a licensed electrician and not by the homeowner.
- b. Service Disconnect Switch – Any electrical meter base must have a service disconnect switch installed. This is required regardless of whether the electrical meter base is serviced by Huntsville Utilities or Athens Utilities.

Section 3. Section 8-100(9) of the *Code of Ordinances, City of Madison, Alabama*, is hereby added to the *Code of Ordinances, City of Madison, Alabama*, and states as follows:

8-100(9) *International Swimming Pool and Spa Code, 2018 Edition*. The International Swimming Pool and Spa Code is hereby amended as follows:

- a. Any commercial pool drawings submitted must be designed by a registered design professional in the state of Alabama.

READ, APPROVED, AND ADOPTED this ___ day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-158-R

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH
MADISON UTILITIES FOR USE OF PROPERTY NEAR
BROWNSFERRY/BURGREEN ROAD ROUNDABOUT PROJECT**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with the Water and Wastewater Board of the City of Madison (herein “Madison Utilities”), for the use of property near the Brownsferry Road and Burgreen Road Roundabout Project; said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive Use Agreement,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute all documentation necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

PERMISSIVE USE AGREEMENT

This Permissive Use Agreement (**herein the “Agreement”**) made and entered into on this the 10th day of June 2024, by and between the **City of Madison, Alabama**, a municipal corporation (**herein the “City”**), and the **Water and Wastewater Board of the City of Madison, Alabama** a municipal public utility board created by the City of Madison, Alabama, (**herein “Madison Utilities”**).

W I T N E S S E T H:

WHEREAS, Madison Utilities currently owns property (herein “the Property”) near the intersection of Brownsferry Road and Burgreen Road (herein “the Intersection”) that is more specifically described as:

TRACT 1:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTH RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN N89°02'00"W A DISTANCE OF 1193.67 FEET TO AN IRON SET. THEN N00°59'49"E A DISTANCE OF 15.00 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD. THEN ALONG

SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 1193.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

TRACT 2:

A PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST LIMESTONE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A CALCULATED POINT AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1. THEN N89°01'58"W A DISTANCE OF 305.00 FEET TO A POINT. THEN S00°34'55"E A DISTANCE OF 39.98 FEET TO AN IRON SET ON THE SOUTH RIGHT OF WAY OF HUNTSVILLE BROWNSFERRY ROAD (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE ½ INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA 1005 LS) THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY S89°02'00"E A DISTANCE OF 275.01 FEET TO AN IRON SET ON THE WEST RIGHT OF WAY OF BURGREN ROAD. THEN LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID WEST RIGHT OF WAY S00°35'58"E A DISTANCE OF 15.01 FEET TO AN IRON SET. THEN LEAVING SAID RIGHT OF WAY N89°02'00"W A DISTANCE OF 275.01 FEET TO AN IRON SET. THEN N00°35'58"W A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES MORE OR LESS (collectively, the "Property").

and;

WHEREAS, the City of Madison has need for use of a portion of the Property at the intersection of Brownsferry Road and Burgreen Road to accommodate the construction of a Roundabout traffic improvement (herein "the Roundabout"), which portion of the Property (herein "the Subject Property"), is more particularly described as:

That certain real property being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770; thence S 79°54' 18" W a distance of 27.99 feet to a point said point being the Point of Beginning (said point offset 38.71' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 00°04'39" E a distance of 15.02 feet to a point (said point offset 53.73' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+30.00); thence S 89°57'22" W a distance of 15.00 feet to a point (said point offset 53.70' RT and perpendicular to the centerline of Huntsville Brownsferry Road at approximate station 73+15.00); thence N 00°04'39" W a distance of 15.02 feet to a point (said point offset 38.68' RT and perpendicular to the centerline of Huntsville Brownsferry Road station 73+15.00); thence S 89°57'43" E a distance of 15.00 feet to the Point of Beginning, containing 0.005 acres, more or less.

WHEREAS, it is necessary for the City to utilize the Subject Property for the construction of the Roundabout; and,

WHEREAS, the City's proposed use of the Subject Property may be accommodated by Madison Utilities, consistent with Madison Utilities' fee simple ownership and use of the Property, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Permission to Enter: Subject to the conditions stated in this Agreement, Madison Utilities grants the City permission to enter, use and/or construct the Roundabout using, in part, the Subject Property.
2. Permissive Use: That Madison Utilities acquiescence to the City's use, right of entry and operations on the Subject Property is permissive only and shall not be deemed to affect or diminish Madison Utilities' right to the free and unfettered use of the Subject Property, as to which Madison Utilities will continue to hold title and be the fee simple owner, subject only to the City's use of the Subject Property for the purposes of constructing, operating, and maintaining the Roundabout.
3. Utility Easements. To the extent that any utility desires use of any part of the Subject Property, the City shall notify Madison Utilities of the request, and Madison Utilities may, but shall not be required to, consider a permissive use agreement for location of such utilities on the Subject Property on such terms as may be determined by Madison Utilities, provided that, (a) the utility holds a franchise from the City of Madison, and (b) the proposed use of the Subject Property by the utility shall not interfere with or impede current or future plans of Madison Utilities for use of the Subject Property
4. Notice to Repair: If the City of Madison needs to maintain, repair, or replace the Roundabout located on the Subject Property, the City will provide thirty (30) days' prior written notice to Madison Utilities.
5. Emergencies: Notwithstanding the foregoing, in the event of an emergency, except in case of an emergency, the City will provide as much notice to Madison Utilities as is reasonably possible under the circumstances. However, under no circumstances will the City undertake any repair, construction, or maintenance work in the area of any utilities located by Madison Utilities on the Subject Property, without prior notice to Madison Utilities. The determination of whether an emergency exists that requires immediate maintenance, repair, or replacement shall be solely within the discretion of the City.
6. Hold Harmless: To the extent allowed by law, the City will indemnify and hold Madison Utilities harmless from any expense of any kind associated with the permissive use of the Property other than damage caused by willful misconduct or gross negligence of Madison Utilities.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this ____ day of June 2024.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of June 2024.

Notary Public

**Water and Wastewater Board of the City of
Madison, Alabama**

Attest:

By: _____
Terris Tatum, Chairman

Emory DeBord, Secretary

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Terris Tatum, whose name as Chairman of Madison Utilities, is signed to the foregoing Agreement, who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he as such officer and with full authority, executed voluntarily on the day the same bears date.

Given under my hand this the _____ day of June 2024.

Notary Public

RESOLUTION NO. 2024-159-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH OWNERS OF PROPERTY ON HIGHLAND DRIVE TO CONVEY DRAINAGE AND UTILITY EASEMENTS

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

- 1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain drainage and utility easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by **Richard and Bonita Burch** (herein "Owners") and attached in **Exhibit A: Drainage and Utility Easement Deed**.
- 2. **EXHIBIT A: Drainage and Utility Deed** identifies the location of the necessary utilities and drainage easements that the City seeks to procure from the Owners. Specifically, the utility and drainage easement shall include:

STATE OF ALABAMA)
COUNTY OF MADISON)

ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA. THENCE SOUTH 48 DEGREES 59 MINUTES 29 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF SAID LOT 7, A DISTANCE OF 12.96 FEET TO A POINT, SAID POINT BEING ON THE NORTH MARGIN OF HIGHLAND DRIVE, A PUBLIC RIGHT OF WAY OF 60 FEET AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST AND ALONG THE EAST MARGIN OF AN EXISTING 10 FOOT UTILITY AND DRAINAGE EASEMENT A DISTANCE OF 192.70 FEET TO THE SOUTH MARGIN OF AN EXISTING 20 FEET UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST AND ALONG SAID SOUTH MARGIN A DISTANCE OF 12.55 FEET TO A POINT ; THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A

DISTANCE OF 192.92 FEET TO A POINT ON THE NORTH MARGIN OF HIGHLAND DRIVE; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 487.88 FEET AND A DELTA ANGLE OF 01 DEGREES 29 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 29 MINUTES 50 SECONDS WEST, 12.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE OR LESS.

- 3. That the Owners agree to convey the easement, referenced herein, to the City without any compensation.
- 4. Any prior acts taken by the City toward the acquisition of these easements are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758

STATE OF ALABAMA)
COUNTY OF MADISON)

DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the ___ day of June 2024, by **RICHARD BURCH**, a married man, and **BONITA BURCH**, a married woman, as Grantors, in favor of **THE CITY OF MADISON, ALABAMA**, a public corporation organized under the laws of the State of Alabama, as Grantee.

WITNESSETH: That the Grantors for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantors in hand paid by Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold, and conveyed and does by these presents give, grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement for drainage on, over, along, across, under, and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows:

STATE OF ALABAMA)
COUNTY OF MADISON)

ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA. THENCE SOUTH 48 DEGREES 59 MINUTES 29 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF SAID LOT 7, A DISTANCE OF 12.96 FEET TO A POINT, SAID POINT BEING ON THE NORTH MARGIN OF HIGHLAND DRIVE, A PUBLIC RIGHT OF WAY OF 60 FEET AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST AND ALONG THE EAST MARGIN OF AN EXISTING 10 FOOT UTILITY AND DRAINAGE EASEMENT A DISTANCE OF 192.70 FEET TO THE SOUTH MARGIN OF AN EXISTING 20 FEET UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST AND ALONG SAID SOUTH MARGIN A DISTANCE OF 12.55 FEET TO A POINT ; THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 192.92 FEET TO A POINT ON THE NORTH MARGIN OF HIGHLAND DRIVE; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 487.88 FEET AND A DELTA ANGLE OF 01 DEGREES 29 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 29 MINUTES 50 SECONDS WEST, 12.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE

OR LESS.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for water and storm drainage; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth, and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and easement unto Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the day set forth above.

RICHARD BURCH

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned notary public in and for said state and county, hereby certify that Richard Burch, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily.

Given under my hand and official seal this ___day of June 2024.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the day set forth above.

BONITA BURCH

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned notary public in and for said state and county, hereby certify that Bonita Burch, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily.

Given under my hand and official seal this ___day of June 2024.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

PROBATION NOTES:

1. THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD83 HORIZONTAL DATUM.
2. GLOBAL POSITIONING METHODS WERE USED IN THE DETERMINATION.
3. THE CORRECTION FACTOR FOR THESE COORDINATES IS 0.99998 (GRID TO GROUND)



I, TROY P. HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

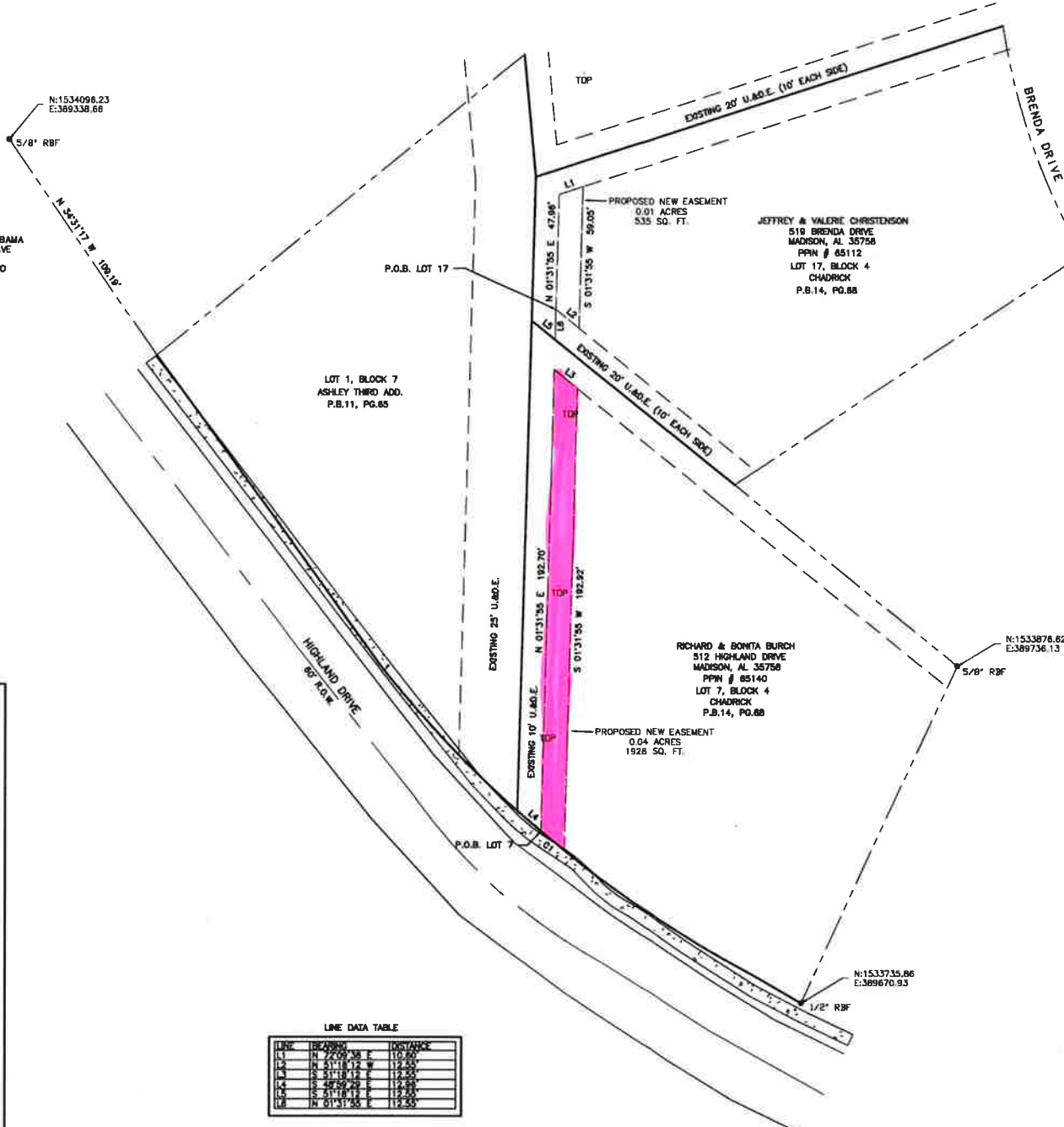
Symbol	Description
①	LOT NUMBER
□	CONCRETE MONUMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
CR	CURVE NUMBER
R.O.W.	RIGHT OF WAY
P.B./PG.	PLAT BOOK / PAGE
D.B./PG.	DEED BOOK / PAGE
P.O.B.	POINT OF BEGINNING
°	DEGREES
'	MINUTES
''	SECONDS
F.F.E.	FINISHED FLOOR ELEVATION
M.B.L.	MINIMUM BUILDING LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
(COO)	RECORD BEARING-DISTANCE
S.F.	SQUARE FEET
MNS	MAG-NAIL SET
RSS	1/2" RE-BAR SET CAPPED "JHW&A CA109LS"
PKF	P.K. NAIL FOUND
RSF	RE-BAR FOUND
PTF	PINCH TOP PIPE FOUND
H.F.	HOLLOW PIPE FOUND
W.M.	WATER METER
T.P.	TELEPHONE PEDESTAL
W.V.	WATER VALVE
S.M.	STORM MANHOLE
U.P.	UTILITY POLE
L.P.	LIGHT POLE
P.C.	PROPERTY CORNER
S.E.	SPOT ELEVATION
C.L.	CONTOUR LINE
U.L.	EXIST UNDERGROUND
S&M	SEWER AND MH
A.P.L.	ADJACENT PROPERTY LINE
F.L.	FENCE (X) LINE
E.L.	ELECTRIC LINE
U.T.	UNDERGROUND TELEPHONE
W.L.	WATER LINE
L.L.	LEADER LINE
D.L.	DIMENSION LINE
S.S.M.H.	SANITARY SEWER MANHOLE
C.I.	CURB INLET
T.I.	THROAT INLET
S.W.S.I.	SINGLE WING "S" TYPE INLET
D.W.S.I.	DOUBLE WING "S" TYPE INLET
R.C.P.	REINFORCED CONCRETE PIPE

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N 22°05'08" E	110.60
L2	N 51°18'12" W	122.50
L3	S 48°50'20" E	122.80
L4	S 51°18'12" E	122.50
L5	N 01°31'55" E	112.50

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	447.89	112.89	112.89	N 50°29'50" W	11°29'23"



STATE OF ALABAMA
COUNTY OF MADISON

24-044 PROPOSED NEW EASEMENT LOT 7

I, TROY PAUL HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, THENCE SOUTH 48 DEGREES 50 MINUTES 29 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF SAID LOT 7, A DISTANCE OF 12.98 FEET TO A POINT, SAID POINT BEING ON THE NORTH MARGIN OF HIGHLAND DRIVE, A PUBLIC RIGHT OF WAY OF 60 FEET AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT;

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREE 31 MINUTES 55 SECONDS EAST AND ALONG THE EAST MARGIN OF AN EXISTING 10 FOOT UTILITY AND DRAINAGE EASEMENT A DISTANCE OF 192.70 FEET TO THE SOUTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE);

THENCE SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST AND ALONG SAID SOUTH MARGIN A DISTANCE OF 12.55 FEET TO A POINT; THENCE SOUTH 01 DEGREE 31 MINUTES 55 SECONDS WEST A DISTANCE OF 192.02 FEET TO A POINT ON THE SAID NORTH MARGIN OF HIGHLAND DRIVE; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 487.88 FEET AND A DELTA ANGLE OF 01 DEGREE 29 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 29 MINUTES 50 SECONDS WEST, 12.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE OR LESS.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF LOT 7 OF CHADRICK SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

STATE OF ALABAMA
COUNTY OF MADISON

24-044 PROPOSED NEW EASEMENT LOT 17

I, TROY PAUL HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 17, SOUTH 51 DEGREE 18 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.55 FEET TO A POINT; THENCE NORTH 01 DEGREE 31 MINUTES 55 SECONDS EAST A DISTANCE OF 12.55 FEET TO THE NORTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE);

THENCE NORTH 72 DEGREE 09 MINUTES 38 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.80 FEET TO A POINT; THENCE SOUTH 01 DEGREE 31 MINUTES 55 SECONDS WEST A DISTANCE OF 58.05 FEET TO A POINT ON THE NORTH MARGIN OF AN EXISTING 20 FOOT EASEMENT (10' EACH SIDE OF THE EXISTING LOT LINE);

THENCE NORTH 51 DEGREE 18 MINUTES 12 SECONDS WEST AND ALONG SAID NORTH MARGIN A DISTANCE OF 12.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF LOT 17 OF CHADRICK SUBDIVISION, A PLAT OF SAME AS RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



NO.	REVISIONS	DATE	BY

J.W. KENNEDY AND ASSOCIATES, P.C.
2835 HUNTSVILLE HIGHWAY,
FAYETTEVILLE, TN, 37334
TELEPHONE: (931) 307-1066

MICHELLE DUNSON MADISON ENGINEERING DEPT.
100 HUGHES ROAD
MADISON, AL 35758
(256) 774-4435

BOUNDARY & LOCATION SURVEY
LOTS 7 AND 17, BLOCK 4
CHADRICK, PLAT BOOK 14, PAGE 68

APPROVED BY:	TPH
DRAWN BY:	JWK
SCALE:	1" = 30'
DATE:	4/30/2024
PROJECT NUMBER:	24-044
SHEET NUMBER:	B1

RESOLUTION NO. 2024-164-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH OWNERS OF PROPERTY ON HIGHLAND DRIVE TO CONVEY DRAINAGE AND UTILITY EASEMENTS

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

- 1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire certain drainage and utility easements (herein the "Tracts") on, over, across and upon the following described parcel of land, to-wit, that certain parcel currently owned by **Jeffrey and Valerie Christensen** (herein "Owners") and attached in **Exhibit A: Drainage and Utility Easement Deed**.
- 2. **EXHIBIT A: Drainage and Utility Deed** identifies the location of the necessary utilities and drainage easements that the City seeks to procure from the Owners. Specifically, the utility and drainage easement shall include:

STATE OF ALABAMA)
COUNTY OF MADISON)

COMMENCING AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 17, SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.55 FEET TO A POINT; THENCE NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST A DISTANCE OF 12.55 FEET TO THE NORTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT, AND SAID POINT ALSO BEING ON THE EAST MARGIN OF A 10 FOOT UTILITY AND DRAINAGE EASEMENT AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: THENCE NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST AND ALONG EAST MARGIN A DISTANCE OF 47.96 FEET TO A POINT ON THE SOUTH MARGIN OF AN EXISTING 20 FEET UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE NORTH 72 DEGREES 09 MINUTES 38 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.60 FEET TO A POINT; THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 59.05 FEET TO A POINT ON THE NORTH MARGIN OF AN EXISTING 20 FOOT EASEMENT (10' EACH SIDE OF THE EXISTING LOT LINE); THENCE NORTH 51 DEGREES 18 MINUTES 12 SECONDS WEST AND ALONG SAID NORTH MARGIN A

DISTANCE OF 12.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

- 3. That the Owners agree to convey the easement, referenced herein, to the City without any compensation.
- 4. Any prior acts taken by the City toward the acquisition of these easements are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
 City of Madison, Alabama

APPROVED this ___ day of June 2024

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758

STATE OF ALABAMA)
COUNTY OF MADISON)

DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the ___ day of June 2024, by **JEFFREY CHRISTENSEN**, a married man, and **VALERIE CHRISTENSEN**, married woman, as Grantors, in favor of **THE CITY OF MADISON, ALABAMA**, a public corporation organized under the laws of the State of Alabama, as Grantee.

WITNESSETH: That the Grantors for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantors in hand paid by Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold, and conveyed and does by these presents give, grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement for drainage on, over, along, across, under, and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows and as depicted on Exhibit "A" attached hereto and incorporated herein by reference:

STATE OF ALABAMA)
COUNTY OF MADISON)

ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 17, SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.55 FEET TO A POINT; THENCE NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST A DISTANCE OF 12.55 FEET TO THE NORTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT, AND SAID POINT ALSO BEING ON THE EAST MARGIN OF A 10 FOOT UTILITY AND DRAINAGE EASEMENT AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: THENCE NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST AND ALONG EAST MARGIN A DISTANCE OF 47.96 FEET TO A POINT ON THE SOUTH MARGIN OF AN EXISTING 20 FEET UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE NORTH 72 DEGREES 09 MINUTES 38 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.60 FEET TO A POINT; THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 59.05 FEET TO A POINT ON THE NORTH MARGIN OF AN EXISTING 20 FOOT EASEMENT (10' EACH SIDE OF THE EXISTING LOT LINE); THENCE NORTH 51 DEGREES 18 MINUTES 12 SECONDS WEST AND ALONG SAID NORTH MARGIN A

DISTANCE OF 12.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for water and storm drainage; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth, and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and easement unto Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the day set forth above.

JEFFREY CHRISTENSEN

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned notary public in and for said state and county, hereby certify that Jeffrey Christensen, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily.

Given under my hand and official seal this _____ day of June 2024.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the day set forth above.

VALERIE CHRISTENSEN

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned notary public in and for said state and county, hereby certify that Valerie Christensen, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily.

Given under my hand and official seal this _____ day of June 2024.

{SEAL}

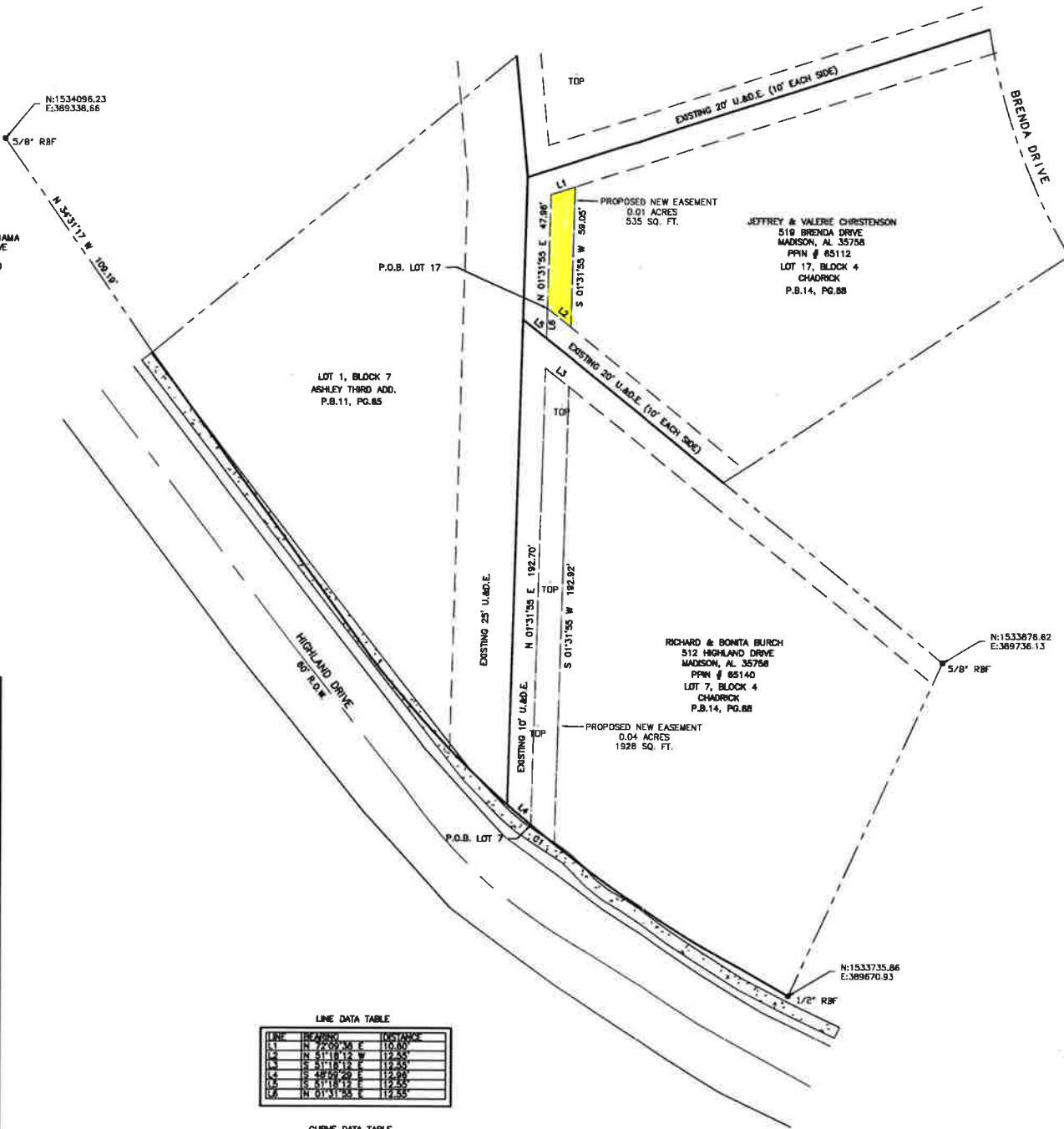
NOTARY PUBLIC

My Commission Expires: _____

PROBING NOTES:
 1. THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD83 HORIZONTAL DATUM.
 2. GLOBAL POSITIONING METHODS WERE USED IN THE DETERMINATION.
 3. THE CORRECTION FACTOR FOR THESE COORDINATES IS 0.99998 (GRID TO GROUND)



I, TROY P. HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



LEGEND

Symbol	Description
①	LOT NUMBER
□	CONCRETE MONUMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
CR	CURB INLET
R.O.W.	RIGHT OF WAY
P.L./P.G.	PLAT BOOK / PAGE
D.B./P.G.	DEED BOOK / PAGE
P.O.B.	POINT OF BEGINNING
D	DEGREES
M	MINUTES
S	SECONDS
F.F.E.	FINISHED FLOOR ELEVATION
M.B.L.	MINIMUM BUILDING LINE
N	NORTH
S	SOUTH
E	EAST
W	WEST
(XXX)	RECORD BEARING-DISTANCE
S.F.	SQUARE FEET
M&H SET	M&H SET
RBS	1/2" RE-BAR SET CAPPED "JMK&A C1098LS"
PKF	P.K. NAIL FOUND
RBF	RE-BAR FOUND
PTT	PINCH TOP PIPE FOUND
HPF	HOLLOW PIN FOUND
W	WATER METER
TP	TELEPHONE PEDESTAL
WV	WATER VALVE
SM	STORM MANHOLE
UP	UTILITY POLE
LP	LIGHT POLE
PC	PROPERTY CORNER
SE	SPOT ELEVATION
CL	CONTOUR LINE
EU	EXIST UNDERGROUND
S&M	SEWER AND MH
APL	ADJACENT PROPERTY LINE
F(L)	FENCE (L) LINE
E(L)	ELECTRIC LINE
UL	UNDERGROUND TELEPHONE
WL	WATER LINE
LL	LEADER LINE
DL	DIMENSION LINE
SSMH	SANITARY SEWER MANHOLE
CI	CURB INLET
TI	THRUST INLET
SWI	SINGLE WING "S" TYPE INLET
DWI	DOUBLE WING "S" TYPE INLET
RCP	REINFORCED CONCRETE PIPE

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N 01°31'55" E	47.96'
L2	S 01°31'55" W	59.05'
L3	N 01°31'55" E	192.70'
L4	S 01°31'55" W	192.82'
L5	N 01°31'55" E	112.89'
L6	N 01°31'55" E	112.89'

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1467.86'	112.89'	112.89'	N 50°29'55" W	112°29'23"

STATE OF ALABAMA
 COUNTY OF MADISON

24-044 PROPOSED NEW EASEMENT LOT 7

I, TROY PAUL HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:
 ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA. THENCE SOUTH 48 DEGREES 58 MINUTES 29 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF SAID LOT 7, A DISTANCE OF 12.98 FEET TO A POINT, SAID POINT BEING ON THE NORTH MARGIN OF HIGHLAND DRIVE, A PUBLIC RIGHT OF WAY OF 80 FEET AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST AND ALONG THE EAST MARGIN OF AN EXISTING 10 FOOT UTILITY AND DRAINAGE EASEMENT A DISTANCE OF 192.70 FEET TO THE SOUTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST AND ALONG SAID SOUTH MARGIN A DISTANCE OF 12.95 FEET TO A POINT;
 THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 192.92 FEET TO A POINT ON THE SAID NORTH MARGIN OF HIGHLAND DRIVE;
 THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 487.88 FEET AND A DELTA ANGLE OF 01 DEGREES 29 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 29 MINUTES 50 SECONDS WEST, 12.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES, MORE OR LESS.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF LOT 7 OF CHADRICK SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

STATE OF ALABAMA
 COUNTY OF MADISON

24-044 PROPOSED NEW EASEMENT LOT 17

I, TROY PAUL HOLCOMB, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:
 ALL THAT PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 4 OF CHADRICK SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA. THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 17, SOUTH 51 DEGREES 18 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.95 FEET TO A POINT; THENCE NORTH 01 DEGREES 31 MINUTES 55 SECONDS EAST A DISTANCE OF 12.95 FEET TO THE NORTH MARGIN OF AN EXISTING 20 FOOT UTILITY AND DRAINAGE EASEMENT (10 FEET EACH SIDE OF LOT LINE); THENCE NORTH 72 DEGREES 09 MINUTES 38 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 10.80 FEET TO A POINT;
 THENCE SOUTH 01 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 59.05 FEET TO A POINT ON THE NORTH MARGIN OF AN EXISTING 20 FOOT EASEMENT (10' EACH SIDE OF THE EXISTING LOT LINE);
 THENCE NORTH 51 DEGREES 18 MINUTES 12 SECONDS WEST AND ALONG SAID NORTH MARGIN A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES, MORE OR LESS.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF LOT 17 OF CHADRICK SUBDIVISION, A PLAT OF SAME AS RECORDED IN PLAT BOOK 14, PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



NO.	REVISIONS	DATE	BY

J.W. KENNEDY AND ASSOCIATES, P.C.
 2835 HUNTSVILLE HIGHWAY,
 FAYETTEVILLE, TN, 37334
 TELEPHONE: (931) 307-1086

MICHELLE DUNSON MADISON ENGINEERING DEPT.
 100 HUGHES ROAD
 MADISON, AL - 35758
 (256) 774-4435

BOUNDARY & LOCATION SURVEY
 LOTS 7 AND 17, BLOCK 4
 CHADRICK, PLAT BOOK 14, PAGE 68

APPROVED BY	TPH
DRAWN BY	JWK CRH
SCALE	1" = 30'
DATE	4/30/2024
PROJECT NUMBER	24-044
SHEET NUMBER	B1

RESOLUTION NO. 2024-167-R**AWARDING BID FOR BROWNSFERRY ROAD AND BURGREN ROAD
ROUNABOUT TO GRAYSON CARTER & SON CONTRACTING, INC.**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-007-ITB for a roundabout traffic improvement project at the intersections of Brownsferry Road and Burgreen Road (herein “the Project”); and

WHEREAS, all sealed Bids were timely submitted, opened and read on or about June 4, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **Grayson Carter & Son Contracting, Inc.** is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid’s Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Grayson Carter & Son Contracting, Inc.** on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Grayson Carter & Son Contracting, Inc.** as the lowest responsible, responsive bidder in the Bid amount of one million five hundred eighty-nine thousand twenty dollars and twenty cents (\$1,589,020.20), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Grayson Carter & Son Contracting, Inc.** of the City’s intent to make such aware and are also

authorized to proceed with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Grayson Carter & Son Contracting, Inc.** completing and submitting to the City such documents, information and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39 and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama with **Grayson Carter & Son Contracting, Inc.** for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Grayson Carter & Son Contracting, Inc.** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 10th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-007-ITB / Huntsville-Brownsferry Road & Burgreen Road Roundabout
Issued May 15, 2024

BID TABULATION

BIDDER NAME	Grayson Carter & Son Contracting, Inc.	Rogers Group, Inc.	Wiregrass Construction Company	Bulls Construction Group, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	N	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y	Y
TOTAL BASE BID	\$1,589,020.20	\$1,597,495.00	\$1,948,335.40	\$2,510,623.75

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 4th day of June, 2024.

Kristen D. Brissett
Notary Public

Bidder Pricing Sheet

2024-007-ITB / Huntsville-Brownsferry Road & Burgreen Road Roundabout

NO.	TOTAL	ITEM	UNIT	DESCRIPTION	PROJECT NOTES	UNIT COST	TOTAL ITEM COST
1	1	201A-002	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000) (APPROXIMATELY 2 ACRES)		\$ 5,325.49	\$ 5,325.49
2	10	206C-000	SQUARE YARD	REMOVING CONCRETE SIDEWALK		\$ 74.23	\$ 742.30
3	2	206C-002	SQUARE YARD	REMOVING CONCRETE SLOPE PAVING		\$ 185.58	\$ 371.16
4	353	206D-000	LINEAR FOOT	REMOVING PIPE		\$ 55.14	\$ 19,464.42
5	45	206D-003	LINEAR FOOT	REMOVING CURB AND GUTTER		\$ 24.74	\$ 1,113.30
6	648	206D-011	LINEAR FOOT	REMOVING FENCE		\$ 5.73	\$ 3,713.04
7	550	206D-030	LINEAR FOOT	REMOVING UTILITY LINES		\$ 32.83	\$ 18,056.50
8	5	206E-000	EACH	REMOVING HEADWALLS		\$ 742.30	\$ 3,711.50
9	3528	210A-000	CUBIC YARD	UNCLASSIFIED EXCAVATION		\$ 14.04	\$ 49,533.12
10	####	210D-000	CUBIC YARD	BORROW EXCAVATION		\$ 12.65	\$ 170,977.40
11	2652	214A-000	CUBIC YARD	STRUCTURE EXCAVATION		\$ 9.29	\$ 24,637.08
12	708	214B-001	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL		\$ 29.36	\$ 20,786.88
13	17	230A-000	ROADBED STATION	ROADBED PROCESSING		\$ 573.64	\$ 9,751.88
14	3165	301A-012	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	301	\$ 12.92	\$ 40,891.80
15	675	305B-077	TON	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE		\$ 38.93	\$ 26,277.75
16	3640	401A-000	SQUARE YARD	BITUMINOUS TREATMENT A		\$ 1.42	\$ 5,168.80
17	1100	405A-000	GALLON	TACK COAT		\$ 4.13	\$ 4,543.00
18	305	424A-360	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	200	\$ 110.63	\$ 33,742.15
19	280	424B-651	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	200	\$ 87.76	\$ 24,572.80
20	420	424B-657	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING ,1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	200	\$ 101.25	\$ 42,525.00
21	280	424B-681	TON	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	200	\$ 87.76	\$ 24,572.80
22	82	530A-001	LINEAR FOOT	18" ROADWAY PIPE (CLASS 3 R.C.)		\$ 78.33	\$ 6,423.06
23	106	530A-002	LINEAR FOOT	24" ROADWAY PIPE (CLASS 3 R.C.)		\$ 99.42	\$ 10,538.52
24	370	530A-006	LINEAR FOOT	48" ROADWAY PIPE (CLASS 3 R.C.)		\$ 214.70	\$ 79,439.00
25	540	533A-098	LINEAR FOOT	18" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 63.81	\$ 34,457.40
26	148	533A-099	LINEAR FOOT	24" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 84.58	\$ 12,517.84
27	248	533A-101	LINEAR FOOT	36" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 124.98	\$ 30,995.04
28	92	533A-102	LINEAR FOOT	42" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 155.35	\$ 14,292.20
29	504	533A-103	LINEAR FOOT	48" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 181.53	\$ 91,491.12
30	110	533A-104	LINEAR FOOT	54" STORM SEWER PIPE (CLASS 3 R.C.)		\$ 256.38	\$ 28,201.80
31	44	535A-078	LINEAR FOOT	15" SIDE DRAIN PIPE (CLASS 3 R.C.)		\$ 79.44	\$ 3,495.36
32	1	600A-000	LS	MOBILIZATION		\$ 96,980.27	\$ 96,980.27
33	18	602A-000	EACH	RIGHT OF WAY MARKERS		\$ 454.77	\$ 8,185.86
34	136	610A-004	SQUARE YARD	LOOSE RIPRAP, CLASS 2, 24" THICK		\$ 43.47	\$ 5,911.92
35	185	610C-001	TON	LOOSE RIPRAP, CLASS 2	403	\$ 54.33	\$ 10,051.05
36	270	610D-003	SQUARE YARD	FILTER BLANKET, GEOTEXTILE		\$ 3.24	\$ 874.80
37	106	614A-000	CUBIC YARD	SLOPE PAVING	405	\$ 682.50	\$ 72,345.00
38	430	618A-000	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK		\$ 63.00	\$ 27,090.00
39	400	618B-006	SQUARE YARD	CONCRETE DRIVEWAY, 8" THICK (INCLUDES WIRE MESH)		\$ 84.00	\$ 33,600.00
40	100	618C-001	SQUARE FOOT	DETECTABLE WARNING SURFACE		\$ 42.00	\$ 4,200.00
41	50	618D-000	SQUARE YARD	CURB RAMP		\$ 420.00	\$ 21,000.00
42	2	619A-002	EACH	18" ROADWAY PIPE END TREATMENT, CLASS 1		\$ 1,193.00	\$ 2,386.00
43	1	619A-055	EACH	36" ROADWAY PIPE END TREATMENT, CLASS 2		\$ 2,491.89	\$ 2,491.89
44	1	619A-057	EACH	48" ROADWAY PIPE END TREATMENT, CLASS 2		\$ 2,998.14	\$ 2,998.14
45	2	619A-100	EACH	15" SIDE DRAIN PIPE END TREATMENT, CLASS 1		\$ 1,060.34	\$ 2,120.68
46	1	619A-291	EACH	48" SIDE DRAIN PIPE END TREATMENT, CLASS 2 (DOUBLE LINE)		\$ 8,622.63	\$ 8,622.63
47	3	621A-011	EACH	JUNCTION BOXES, TYPE 1 OR 1P		\$ 3,174.83	\$ 9,524.49
48	1	621A-031	EACH	JUNCTION BOXES, TYPE 1 (SPECIAL)		\$ 18,698.00	\$ 18,698.00
49	4	621B-011	EACH	JUNCTION BOX UNITS, TYPE 1 OR 1P		\$ 983.88	\$ 3,935.52
50	1	621C-008	EACH	INLETS, TYPE E		\$ 6,076.78	\$ 6,076.78
51	6	621C-015	EACH	INLETS, TYPE S1 OR S3 (1 WING)		\$ 3,328.36	\$ 19,970.16
52	3	621C-016	EACH	INLETS, TYPE S2 OR S4 (1 WING)		\$ 3,538.36	\$ 10,615.08
53	2	621C-017	EACH	INLETS, TYPE S1 OR S3 (2 WING)		\$ 3,856.18	\$ 7,712.36
54	2	621C-018	EACH	INLETS, TYPE S2 OR S4 (2 WING)		\$ 4,066.18	\$ 8,132.36
55	1	621C-109	EACH	INLETS, TYPE PD		\$ 6,470.07	\$ 6,470.07
56	1	621C-110	EACH	INLETS, TYPE PD-6		\$ 8,427.50	\$ 8,427.50

57	4	621D-016	EACH	INLET UNITS, TYPE S2 OR S4		\$ 1,072.32	\$ 4,289.28	
58	144	623A-000	LINEAR FOOT	CONCRETE GUTTER		\$ 47.25	\$ 6,804.00	
59	308	623B-000	LINEAR FOOT	CONCRETE CURB, TYPE N		\$ 25.20	\$ 7,761.60	
60	218	623B-002	LINEAR FOOT	CONCRETE CURB, TYPE A		\$ 25.20	\$ 5,493.60	
61	2441	623C-000	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C		\$ 25.20	\$ 61,513.20	
62	415	641A-688	LINEAR FOOT	12 INCH DUCTILE IRON WATER MAIN LAID (RESTAINED JOINT)		\$ 126.93	\$ 52,675.95	
63	2800	641C-500	POUND	DUCTILE IRON FITTINGS		\$ 13.97	\$ 39,116.00	
64	7	641L-500	CUBIC YARD	CONCRETE FOR WATER MAINS (THRUST BLOCKS)		\$ 265.32	\$ 1,857.24	
65	2	641O-554	EACH	12 INCH X 12 INCH TAPPING VALVE AND SLEEVE		\$ 13,438.15	\$ 26,876.30	
66	1320	650A-000	CUBIC YARD	TOPSOIL	303	\$ 17.18	\$ 22,677.60	
67	2	652A-100	ACRE	SEEDING		\$ 1,303.37	\$ 2,606.74	
68	2	656A-010	ACRE	MULCHING		\$ 1,303.37	\$ 2,606.74	
69	2	665A-000	ACRE	TEMPORARY SEEDING		\$ 1,303.37	\$ 2,606.74	
70	6	665B-001	TON	TEMPORARY MULCHING		\$ 434.46	\$ 2,606.76	
71	650	665J-002	LINEAR FOOT	SILT FENCE		\$ 5.93	\$ 3,854.50	
72	650	665O-001	LINEAR FOOT	SILT FENCE REMOVAL		\$ 3.54	\$ 2,301.00	
73	16	665P-005	EACH	INLET PROTECTION, STAGE 3 OR 4		\$ 238.05	\$ 3,808.80	
74	200	665Q-002	LINEAR FOOT	WATTLE		\$ 10.47	\$ 2,094.00	
75	1	680A-001	LS	GEOMETRIC CONTROL		\$ 14,629.24	\$ 14,629.24	
76	240	701B-207	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (WHITE)		\$ 3.15	\$ 756.00	
77	3	701C-001	MILE	SOLID TEMPORARY TRAFFIC STRIPE		\$ 1,575.00	\$ 4,725.00	
78	250	701G-253	LINEAR FOOT	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		\$ 2.10	\$ 525.00	
79	4400	701G-265	LINEAR FOOT	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)		\$ 2.10	\$ 9,240.00	
80	550	703A-002	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (WHITE)		\$ 8.93	\$ 4,911.50	
81	250	703A-002	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (YELLOW)		\$ 8.93	\$ 2,232.50	
82	240	705A-032	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B		\$ 7.88	\$ 1,891.20	
83	20	705A-037	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D		\$ 7.88	\$ 157.60	
84	120	705A-038	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E		\$ 7.88	\$ 945.60	
85	136	710A-160	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)		\$ 24.15	\$ 3,284.40	
86	44	710A-165	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)		\$ 24.15	\$ 1,062.60	
87	51	710A-170	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)		\$ 23.10	\$ 1,178.10	
88	448	710B-021	LINEAR FOOT	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)		\$ 22.05	\$ 9,878.40	
89	1	710C-000	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS	406	\$ 472.50	\$ 472.50	
90	1109	740B-000	SQUARE FOOT	CONSTRUCTION SIGNS		\$ 6.56	\$ 7,275.04	
91	44	740C-000	SQUARE FOOT	SPECIAL CONSTRUCTION SIGNS		\$ 7.35	\$ 323.40	
92	100	740D-000	EACH	CHANNELIZING DRUMS		\$ 28.35	\$ 2,835.00	
93	100	740E-000	EACH	CONES (36 INCHES HIGH)		\$ 16.80	\$ 1,680.00	
94	8	740F-002	EACH	BARRICADES, TYPE III		\$ 257.25	\$ 2,058.00	
95	12	740I-005	EACH	WARNING LIGHTS, TYPE B (DETACHABLE HEAD)		\$ 68.25	\$ 819.00	
96	100	740M-001	EACH	BALLAST FOR CONE		\$ 8.40	\$ 840.00	
97	1	N/A	LS	CONTINGENCY		\$ 25,000.00	\$ 25,000.00	
98	TOTAL COST						\$ 1,589,020.20	\$ 1,589,020.20

Bidder Name: Grayson Carter & Son Contracting, Inc.
 Address: 146 Roy Long Road W
 City/State/Zip: Athens, AL 35611

I, Charles C. Low as Secretary for the above named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

6/4/12 Date
[Signature] Signature of Authorized Representative

RESOLUTION NO. 2024-170-R**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT
WITH GARVER, LLC**

WHEREAS, pursuant to Resolution No. 2023-391-R, the City Council of the City of Madison, Alabama authorized a Professional Services Agreement with Garver, LLC, for professional design of a bridge replacement over Bradford Creek and Mill Creek on Project No. 22-006 for Palmer Road; and

WHEREAS, the Director of Engineering, Michael Johnson, has requested that this Agreement be amended by authorizing Change Order No. 1 to authorize the utilization of Building & Earth Sciences, Inc. as a subconsultant to perform geotechnical investigations and prepare a foundations report for Contech to utilize in design of the foundations for pedestrian bridges over Bradford Creek and Mill Creek at Palmer Park for an hourly, not-to-exceed amount of \$9,300.75.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute Amendment No. 1 with Garver, LLC for the utilization of Building & Earth Sciences, Inc. as a subconsultant to perform geotechnical investigations and prepare a foundations report for Contech to utilize in design of the foundations for pedestrian bridges over Bradford Creek and Mill Creek at Palmer Park for Project No. 22-006 at Palmer Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment No. 1;" and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Garver, LLC in an additional amount, above and beyond the amount of the original contract, not to exceed nine thousand three-hundred dollars and seventy-five cents (\$9,300.75) to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ___ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Madison
City Project No. 22-006
Garver Project No. 2302105

AMENDMENT NO. 1

This Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Madison, Alabama (“**Owner**”) and Garver, LLC (“**Garver**”), dated December 12, 2023 (the “**Agreement**”).

This Amendment No. 1 adds Services for the Palmer Road Approaches and Bridge Replacements over Bradford Creek and Mill Creek Project.

The Agreement is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2.1 of the Agreement is hereby amended as follows: Garver will utilize Building & Earth Sciences, Inc. (BES) as a subconsultant to perform Geotechnical Investigations and prepare a foundations report for Contech to utilize in design of the foundations for pedestrian bridges over Bradford Creek and Mill Creek at Palmer Park. B&ES proposal is attached hereto as Exhibit A.

SECTION 3 – PAYMENT

Section 3.1 of the Agreement is hereby amended as follows: For the additional services described in this Amendment No. 1, Owner will pay Garver an hourly, not-to-exceed amount of \$9,300.75.

EXHIBITS

The following Exhibits are attached to and made a part of this Amendment No. 1:

- EXHIBIT A – Subconsultant Proposal
- EXHIBIT B – Compensation Schedule

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Madison, Alabama

Garver, LLC

By: _____

By: Scott C. Leach

Name: Paul Finley

Name: Scott C. Leach

Title: Mayor

Title: Senior Project Manager

Date: _____

Date: JUNE 3, 2024

Attest: _____

Attest: Keaton Bueck



Geotechnical, Environmental, and Materials Engineers

2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

May 31, 2024

Garver
5125 Research Drive NW
Huntsville, Alabama 35805

Attn: Mr. Scott Leach, P.E.

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Engineering Evaluation
Palmer Park Pedestrian Bridges
Madison, Alabama
Building & Earth Proposal No. HV26137

Dear Mr. Leach:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide subsurface exploration and geotechnical consultation services for the Palmer Park Pedestrian Bridges project located at Palmer Park in Madison, Alabama. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a budget for our services.

PROJECT INFORMATION

Project information was provided via email from Mr. Leach with Garver to Mr. Jeff Pepper with Building & Earth. A .pdf document with the project description and an aerial map of the proposed bridge locations was provided.

The project will consist of two pedestrian bridges within the park. One bridge addition will span the Bradford Creek crossing and one will span the Mill Creek crossing. The bridges are each anticipated to span 60 feet, with a 1-foot bridge beam plus deck thickness. We understand the bridges will align with existing pedestrian paths. Finished grade elevations of 641 feet and 635 feet, respectively, are anticipated for the Bradford Creek crossing and the Mill Creek crossing. A grading plan was not available at the time of this proposal, however, based on the provided .pdf document, we anticipate minimal cuts and fills will be required to reach final grades. Structural loading information was also not available at the time of this proposal; however, we have assumed abutment loads will

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

be less than 50 kips. If actual loading conditions exceed our anticipated loads, Building & Earth Sciences should be allowed to review the proposed structural design and its effects on our recommendations for foundation design.



Figure 1. Pedestrian Bridge Crossing Locations

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated to determine a suitable foundation type for the proposed structures and to help determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Our scope of work is divided into three phases:

Phase 1: Coordination & Field Exploration

- Coordination and Scheduling: We plan to use our subcontract drillers to drill this site and will coordinate our work with you.
- Utility Clearances: We will call AL811 for utility clearances.
- Accessibility: Based on existing site features, it appears that our drilling equipment will be able to access the proposed new construction locations
- Drilling and Sampling: We will perform a total of four soil test borings to a depth of 20 feet or auger refusal, whichever occurs first, with one boring located at each of the proposed bridge abutments. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. We will also attempt to collect relatively undisturbed samples in accordance with ASTM D1587. Borings will be located in the field using a handheld GPS.
- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day.

Phase 2: Laboratory Testing

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soil encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	25
Atterberg Limits	D4318	2
Particle Size Distribution (Hydrometer)	D7928	2
One-Dimensional Consolidation Test	D2435	2

Phase 3: Engineering Analysis and Reporting

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.

- Presentation of laboratory test results.
- Recommendations to be used for foundation design, including appropriate foundation types, bearing pressures, depths, and estimated settlement.

EXCLUDED SERVICES

The following services are specifically excluded from our scope of services:

- Surveying boring locations.
- Site grading recommendations.
- Pavement recommendations.
- Seismic design recommendations.
- Environmental sampling and testing

FEE AGREEMENT

Base Services Fee:

Task	Fee
Phase 1: Coordination and Field Exploration	\$4,250
Phase 2: Laboratory Testing	\$1,775
Phase 3: Engineering Analysis and Reporting	\$1,375
TOTAL	\$7,400

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

We understand that the proposed fees for this project will be incorporated into existing Garver project with Building & Earth: Project No. 2302105 Palmer Road Bridge Replacements.

After issuance of the FINAL report, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis for a Geotechnical Professional at a rate of **\$150/hr.**

SITE ACCESS AND UTILITIES

It appears that the proposed bridge locations will be accessible to our drilling equipment. We will notify the Alabama One Call service to locate buried utility lines. Additionally, we request that the owner identify any buried utilities at the site. Building & Earth Sciences, Inc. will not be held responsible for damage to any unmarked utility lines. Regrading and revegetation of areas disturbed by our drilling equipment is not included. Borings will be backfilled with auger cuttings.

AUTHORIZATION AND SCHEDULE

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

We anticipate that the field exploration could be started within ten business days of receiving written authorization to proceed. We anticipate the field exploration will be completed in one day. The written report will be available within fifteen business days following the completion of the field exploration. We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Kevin Edmondson, P.E.
 Branch Manager



Jeff Pepper, P.E.
 Chief Engineer

ORDINANCE NO. 2024-141

AN ORDINANCE FOR THE VACATION OF LANDSCAPE EASEMENT LOCATED WITHIN LOT 2B OF HERITAGE PLANTATION 9TH ADDITION SUBDIVISION

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Parameswara Rao Bobba and wife, Varalaksmi Bobba**, requesting the vacation of landscape easement located within Lot 2B of Heritage Plantation 9th Addition Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 2B, ACCORDING TO THE HERITAGE PLANTATION 9 ADDITION, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 2 OF HERITAGE PLANTATION, SEVENTH ADDITION AS RECORDED PER PLAT BOOK J, PAGE 309 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND LYING IN A PORTION OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ½ INCH REBAR CAPPED “HSM CA1031” LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 89 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2B A DISTANCE OF 50.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST A DISTANCE OF 121.98 FEET TO THE NORTHERLY LINE OF SAID LOT 2B;

THENCE ALONG SAID NORTHERLY LINE OF LOT 2B SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD BEIGN A 5/8 INCH REBAR CAPPED “C&K CA489”;

THENCE RUN SOUTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 122.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,106 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described landscape easement in favor of **Parameswara Rao Bobba and wife, Varalaksmi Bobba**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the landscape easement described below and does by these presents release, remise, quitclaim, and convey unto **Parameswara Rao Bobba, and wife, Varalaksmi Bobba**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described landscape easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF LIMESTONE

EASEMENT TO BE VACATED

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOT 2B, ACCORDING TO THE HERITAGE PLANTATION 9 ADDITION, A RESUBDIVISION OF LOT 2 OF A RESUBDIVISION OF LOT 2 OF HERITAGE PLANTATION, SEVENTH ADDITION AS RECORDED PER PLAT BOOK J, PAGE 309 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND LYING IN A PORTION OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ½ INCH REBAR CAPPED “HSM CA1031” LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD AND ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 89 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2B A DISTANCE OF 50.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST A DISTANCE OF 121.98 FEET TO THE NORTHERLY LINE OF SAID LOT 2B;

THENCE ALONG SAID NORTHERLY LINE OF LOT 2B SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY LINE ROAD BEIGN A 5/8 INCH REBAR CAPPED “C&K CA489”;

THENCE RUN SOUTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 122.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,106 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

*Quitclaim Deed
 Lot 2B of Heritage Plantation Subdivision, 9th Addition,, Landscape VOE
 Page 1 of 2*

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of May, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

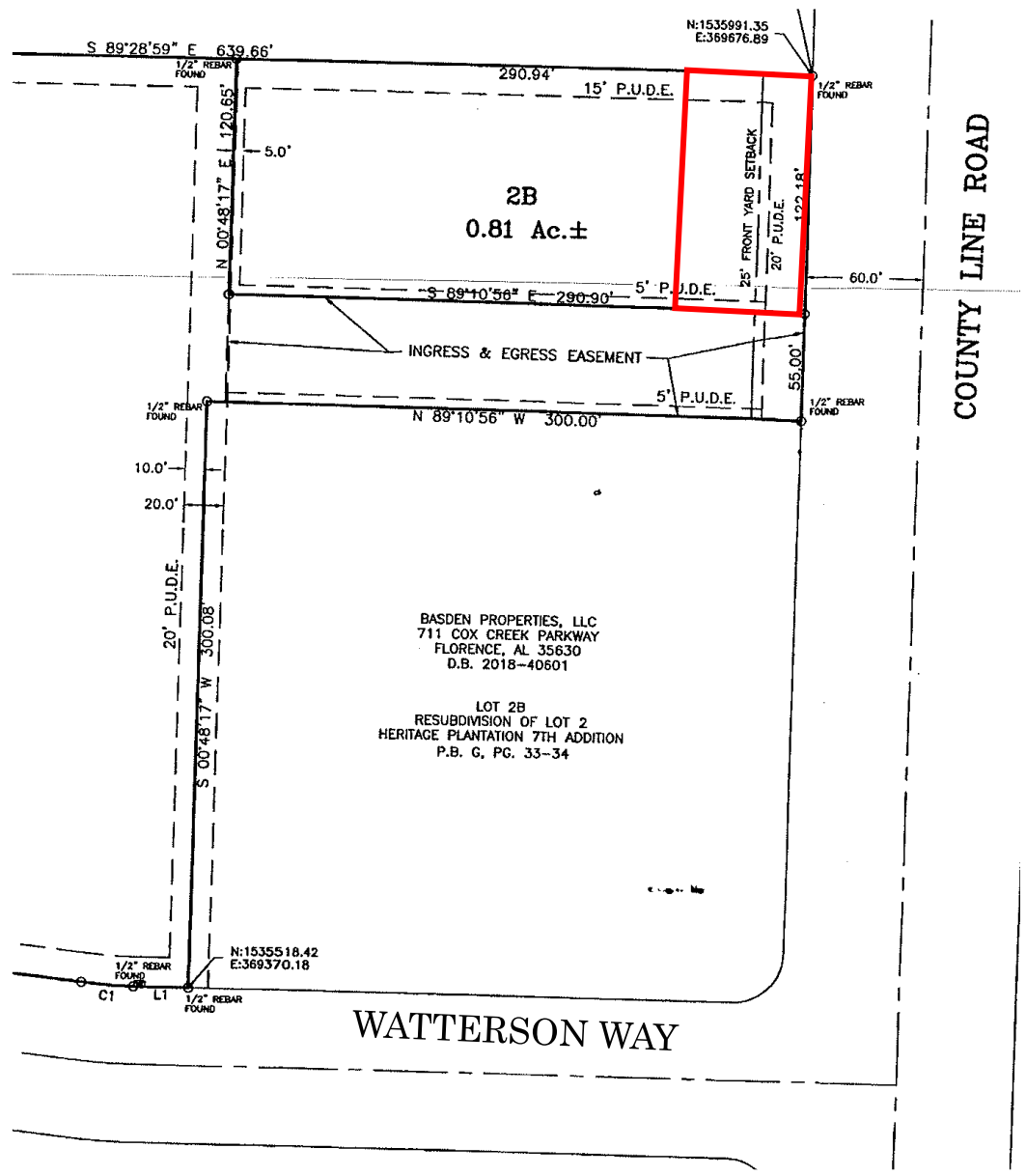
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the ____ day of May 2024.

Notary Public



ORDINANCE NO. 2024-163

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 102 KELVINGROVE DRIVE**

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Chelsea and Jacob McKinney**, requesting the vacation of a portion of a utility & drainage easement located within 102 Kelvingrove Drive, Lot 20 of Phase III of West Highlands Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 89 DEGREES 36 MINUTES 26 SECONDS WEST 15.00 FEET AND SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 10.00 FEET FROM THE NORTHEAST CORNER OF LOT 20, OF WEST HIGHLANDS PHASE THREE SUBDIVISION, RECORDED IN PLAT BOOK 36 PAGE 5, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA

THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 136.78 FEET TO A POINT;

THENCE NORTH 61 DEGREES 54 MINUTES 38 SECONDS WEST 11.37 FEET TO A POINT;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS 131.36 FEET TO A POINT;

THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility & drainage easement in favor of **Chelsea and Jacob McKinney**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of June 2024.

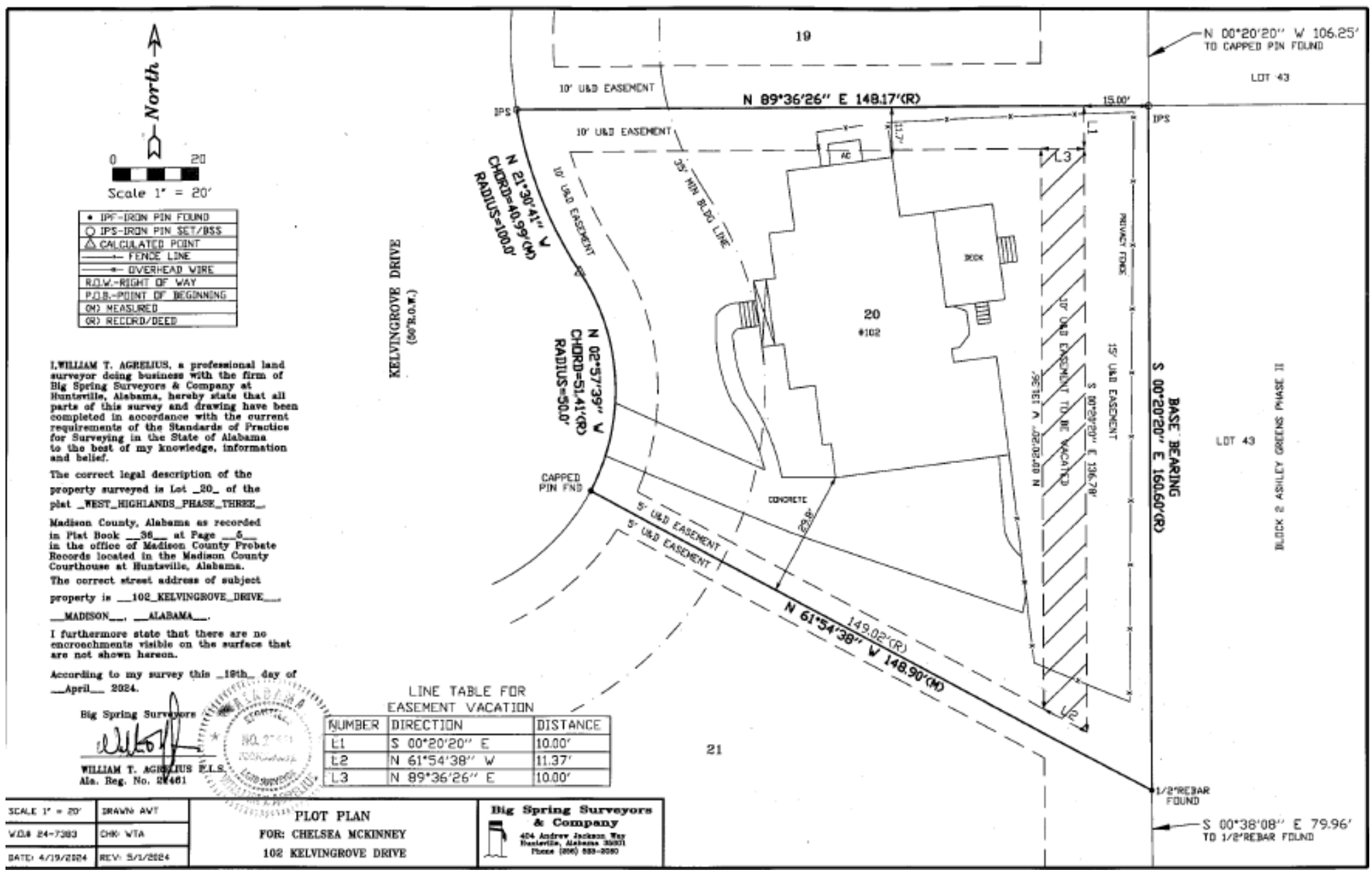
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Chelsea McKinney and Jacob McKinney**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

EASEMENT TO BE VACATED

ALL THAT PART OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT THAT IS SOUTH 89 DEGREES 36 MINUTES 26 SECONDS WEST 15.00 FEET AND SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 10.00 FEET FROM THE NORTHEAST CORNER OF LOT 20, OF WEST HIGHLANDS PHASE THREE SUBDIVISION, RECORDED IN PLAT BOOK 36 PAGE 5, IN THE OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA

THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 136.78 FEET TO A POINT;

THENCE NORTH 61 DEGREES 54 MINUTES 38 SECONDS WEST 11.37 FEET TO A POINT;

THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS 131.36 FEET TO A POINT;

THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of June, 2024.

*Quitclaim Deed
 102 Kelvingrove Drive, U&D VOE
 Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the _____ day of June 2024.

Notary Public

ORDINANCE NO. 2024-171

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACTS A1 AND A2 OF PUTMAN’S INDUSTRIAL PARK SECOND ADDITION PHASE II

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Amerco Real Estate Company**, requesting the vacation of utility & drainage easement located within Tracts A1 and A2 of Putman’s Industrial Park Second Addition Phase II Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

BEING A VACATION OF A PORTION OF TWO (2) FIVE FOOT UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THE PLAT OF RESUB OF TRACT A OF PUTMAN’S INDUSTRIAL PARK SECOND ADDITION PHASE II A PART OF SEC 10 T4S R2W MADISON (MADISON COUNTY) ALABAMA AND RECORDED OCTOBER 22, 2004, AS DOCUMENT NUMBER 20041022000452510, OFFICE OF PROBATE JUDGE OF MADISON COUNTY, ALABAMA; VACATION AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A1 AS SHOWN ON SAID PLAT;

THENCE ALONG THE NORTH LINE OF TRACT A1 SOUTH 87 DEGREES 34 MINUTES 01 SECOND EAST, A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED VACATION AREA;

THENCE DEPARTING SAID NORTH LINE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS EAST, A DISTANCE OF 376.40 FEET;

THENCE SOUTH 22 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 3.52 FEET;

THENCE SOUTH 01 DEGREE 14 MINUTES 23 SECONDS WEST, A DISTANCE FO 6.70 FEET;

THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, A DISTANCE OF 375.10 FEET;

THENCE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE FO 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,753 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL RIGHTS-OF-WAY OF RECORD.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility & drainage easement in favor of **Amerco Real Estate Company**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Amerco Real Estate Company**, (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

EASEMENT TO BE VACATED

BEING A VACATION OF A PORTION OF TWO (2) FIVE FOOT UTILITY AND DRAINAGE EASEMENTS AS SHWON ON THE PLAT OF RESUB OF TRACT A OF PUTMAN’S INDUSTRIAL PARK SECOND ADDITION PHASE II A PART OF SEC 10 T4S R2W MADISON (MADISON COUNTY) ALABAMA AND RECORDED OCTOBER 22, 2004, AS DOCUMENT NUMBER 20041022000452510, OFFICE OF PROBATE JUDGE OF MADISON COUNTY, ALABAMA; VACATION AREA BEING MORE PARITCULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A1 AS SHOWN ON SAID PLAT;

THENCE ALONG THE NORTH LINE OF TRACT A1 SOUTH 87 DEGREES 34 MINUTES 01 SECOND EAST, A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED VACATION AREA;

THENCE DEPARTING SAID NORTH LINE NORTH 01 DEGREE 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS EAST, A DISTANCE OF 376.40 FEET;

THENCE SOUTH 22 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 3.52 FEET;

THENCE SOUTH 01 DEGREE 14 MINUTES 23 SECONDS WEST, A DISTANCE FO 6.70 FEET;

*Quitclaim Deed
 Putman’s Industrial Park Second Addition, Phase II, U&D VOE
 Page 1 of 2*

RESOLUTION NO. 2024-157-R

**A RESOLUTION AUTHORIZING A MEMORADUM OF
UNDERSTANDING WITH ALEA FOR THE INTERNET CRIMES
AGAINST CHILDREN TASKFORCE**

BE IT RESOLVED that the Mayor is authorized and directed to execute on behalf of the City an agreement with Huntsville and the County, a Memorandum of Agreement with the Alabama Law Enforcement Agency (“ALEA”) for the City’s Police Department to participate in the Internet Crimes Against Children Task Force, said agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Understanding,” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the agreements to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payments and reimbursements to the County in the amount and manner authorized by the agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of May 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of May 2024.

Paul Finley, Mayor
City of Madison, Alabama

Memorandum of Agreement

Between

The Alabama Law Enforcement Agency,

Internet Crimes Against Children Unit

And

MADISON POLICE DEPARTMENT

This Agreement is entered into by the Alabama Law Enforcement Agency (“ALEA”) and the Madison Police Department (“affiliate” or “affiliate agency”) pursuant to § 41-19-10(e), Ala. Code 1975.

I. Purpose:

The purpose of this Agreement is to establish a joint multi-agency working group between ALEA and Madison Police Department intended to combat the exploitation of children by using the Internet or other electronic means. This working group will be known as the Alabama Internet Crimes Against Children ("ICAC") Task Force.

II. Period of Performance:

This Agreement shall be effective upon signature of all parties and will continue in effect until terminated. Either party may terminate this agreement for any reason by providing 30 days' written notice to the other party.

III. Standard Terms and Conditions:

Any amendment to this Agreement shall be made in writing and will become effective upon the signature of all parties.

Failure of either party to abide by and comply with the terms and conditions of this Agreement shall provide grounds for immediately terminating this Agreement. At any time should a party default on its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and the expected remedy. The defaulting party shall respond in writing within 10 days of receiving the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.

The parties hereto are separate and distinct entities. The relationship established herein is purely contractual. Employees of the parties are not

considered to be officers, agents, volunteers, or employees of the other party, and each party takes responsibility only for the acts and omissions of its employees.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good-faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is to file a claim with the Alabama Board of Adjustment. For any and all other disputes arising under the terms of this Agreement which negotiation does not resolve, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may be enacted during the course of the Agreement, the provision shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidation or unenforceability of any part or portion of the Agreement will not invalidate the remainder of the Agreement, and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.

It is agreed the terms, conditions, and commitments contained herein shall not be constituted a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI.

This Agreement is subject to the appropriation of funds to ALEA to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party agrees to use its best efforts to secure sufficient appropriations to fund any executed agreement. However, ALEA's obligations under any executed agreement will cease immediately without penalty or further payment being required if the Alabama Legislature fails to make a sufficient appropriation or if grant money is not received. ALEA will determine whether amounts appropriated are sufficient. ALEA will give the other party written notice of insufficient funding as soon as practicable after becoming aware of the insufficiency, and ALEA's obligation to perform will immediately cease.

This Agreement shall be governed by the laws of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to ALEA and/or the State of Alabama to which ALEA is required to adhere.

The parties hereto understand and agree this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc., without ALEA's express written approval. Any such approval shall not be considered a waiver by either party.

The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. Failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall be invalid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing and signed by the waiving party. The parties are responsible for total performance.

Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the parties do not release or waive, expressly or impliedly, their right to assert sovereign immunity or any other affirmative defense/right they may have under law.

The parties agree and hereby acknowledge that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within Alabama. Furthermore, a contracting party found to have violated this provision shall be deemed in breach of the Agreement and responsible for all resulting damages.

In compliance with Act 2016-312, the affiliate agency hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

The parties acknowledge and understand this Agreement is not effective until it receives all requisite approvals and that service/performance shall not begin until this Agreement is fully executed.

This Agreement shall constitute the entire agreement of the parties, and there are no other promises or conditions, oral or written, unless the parties otherwise mutually agreed upon those promises or conditions in writing.

IV. Jurisdiction:

The ICAC Task Force is a statewide Task Force; however, the principal sites of task force activity by the affiliate agency will be within the jurisdictional areas of the respective members' law enforcement agency, consistent with the level of membership of that law enforcement agency and statutes governing mutual aid. Nothing in this Agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an employee as a member of the employee's agency.

V. Records, Reports and Presentations:

- The parties will coordinate and forward information through the ICAC Task Force, or as directed, to the Office of Juvenile Justice Delinquency Prevention ("OJJDP").
- The U.S. Department of Justice Internet Crimes Against Children Task Force Review Board reviews proposed undercover operations for compliance with federal guidelines. If applicable, each party to this Agreement must submit a brief report to the Board listing all current undercover online operations. Any additional online undercover operations to be developed must be approved as outlined in the ICAC Task Force Program Guidelines.
- No later than the 10th day of each month, the affiliate agency will submit a monthly activity report pertaining to ICAC cases to ALEA for consolidation and reporting to OJJDP.
- As directed by ALEA, the affiliate agency shall maintain information necessary to enable compliance with this Agreement and any other federal grant guideline subject to this operation, as well as any ICAC Review Board recommendations.
- All records, reports, and presentations shall be consistent with grant guidelines and approved ALEA/ICAC protocols and procedures.

VI. OJJDP Internet Crimes Against Children Task Force Program Guidelines:

Parties to this Agreement acknowledge that they received and reviewed the attached OJJDP ICAC Task Force Program (Operational and Investigative Standards) Guidelines which are hereby incorporated by reference. These guidelines specify how the parties may conduct ICAC Task Force investigations, and by entering into this Agreement, the parties agree to abide

by all covenants, restrictions, limitations, and guidelines contained therein and conduct all investigations in accordance thereto.

VII. Equipment and Training:

When funding is available, ALEA may provide limited training and equipment. Any equipment provided pursuant to this Agreement shall only be used for ICAC investigations. All Task Force affiliates will have access to ICAC training through Fox Valley Technical College ("FVTC"), which currently provides free tuition and lodging to investigators chosen for a class. However, due to budget constraints, FVTC reserves the right to terminate free tuition and lodging without notice. The affiliate agency must cover all other expenses. Any other expenses must be coordinated and receive prior approval from the ALEA ICAC Task Force Commander.

Any and all equipment provided to the affiliate agency remains property of ALEA. The affiliate agency shall maintain any and all equipment in good repair and will also maintain an inventory of all said equipment.

VIII. Failure to Follow Agreement Guidelines:

Any affiliate agency who fails to follow any of the above-stated guidelines and/or ICAC Operational and Investigative Standards as determined by ALEA will be deemed to have violated the Agreement and shall be subject to termination pursuant to the terms outlined therein. Any equipment issued by ALEA, including a copy of the equipment inventory, shall be immediately returned to ALEA.

(Intentionally Left Blank)

IN WITNESS HEREOF, and as evidenced by their authorized signatures, the Alabama Law Enforcement Agency and Madison Police Department agree to the conditions of this Agreement as set forth above.

Hal Taylor, Secretary
Alabama Law Enforcement Agency

Paul Finley, Mayor
City of Madison

Date

Date

Approved as to form:

Legal Counsel
Alabama Law Enforcement Agency

RESOLUTION NO. 2024-168-R

A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH LEXIPOL, LLC FOR CORDICO WELLNESS APPLICATION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a software license subscription with Lexipol, LLC, for a smartphone application that provides mental and physical wellness resources to Police Department employees, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Master Service Agreement." The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Lexipol, LLC in the amount(s) and manner authorized by the proposal accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of June 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of June 2024.

Paul Finley, Mayor
City of Madison, Alabama



MASTER SERVICE AGREEMENT

Agency's Name: Madison Police Department (AL)
Agency's Address: 100 Hughes Rd
Madison, Alabama 35758

Attention: Captain Mike Allen

Sales Rep: Kris Johanson
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Madison Police Department (AL)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

FY24 Prorated - PD Only

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Cordico Wellness App (Start: 6/1/2024 End: 9/30/2024)	USD 6,666.67	40%	USD 2,666.67	USD 4,000.00
	Subscription Line Items Total			USD 2,666.67	USD 4,000.00
				USD 2,666.67	USD 4,000.00
FY24 Prorated - PD Only Discount:					USD 2,666.67
FY24 Prorated - PD Only TOTAL:					USD 4,000.00

FY25 - PD Only

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Cordico Wellness App (Start: 10/1/2024 End: 9/30/2025)	USD 20,000.00	40%	USD 8,000.00	USD 12,000.00
	Subscription Line Items Total			USD 8,000.00	USD 12,000.00
				USD 8,000.00	USD 12,000.00
FY25 - PD Only Discount:					USD 8,000.00
FY25 - PD Only TOTAL:					USD 12,000.00

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

Early Adopter pricing

Notes

Pricing includes all officers, admin staff, families, and retirees.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 Professional Services. Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A.

5.3 Intellectual Property. Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, “Confidential Information”). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.