

**Board of Public Works and Safety
Monday, August 3, 2020: 11:30 a.m.
Agenda**

- **Roll Call**
- **Approval of Minutes**
- **Unfinished Business**
- **Adjustments**
- **New business**
 - **Street Closing for River Valley Community Church’s “City Can Be Won”**
 - **Loading/Unloading Parking space request 113 E. Main**
 - **PACE Extension: 712 W. 2nd**
 - **PACE Final Report: 124 E. Main, 505 W. Main, 213 Jefferson**
 - **Agreement for Professional Services Crystal Beach Building**
 - **Sport Court Lease with IKE**
 - **Active Network Parks Software Agreement**
- **Claims**
- **Mayor’s Comment**
- **Public Comment**
- **Adjourn**
- **Next meeting: Monday, August 17, 2020 @ 11:30 a.m.**

BOARD OF PUBLIC WORKS

JULY 20, 2020

The Board of Public Works and Safety, City of Madison, Indiana, met in regular session at 11:30 AM in the Council Chamber, City Hall. Present: Eaglin, Courtney and Carlow. (3-0).

NEW BUSINESS:

Eaglin made a motion to approve the July 6, 2020 minutes, seconded by Carlow. All in favor, motion carried (3-0).

RESOLUTION NO. 41-2020
A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF MADISON, INDIANA
REGARDING A STREET CLOSING FOR THE
RIVER VALLEY COMMUNITY CHURCH

Pastor Shane Brunner was not in attendance.

Carlow made a motion to table Resolution No. 41-2020 until Brunner could attend, seconded by Courtney. All in favor, motion carried (3-0). Resolution No. 41-2020 tabled.

RESOLUTION NO. 42-2020
A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF MADISON, INDIANA
REGARDING A STREET CLOSING ON BEHALF OF THE
J FIVE EVENTS FOR THE DON'T STOP THE BEAT FUNDRAISER

Officer James Lee came before the board for the above Resolution.

Eaglin made a motion to approve Resolution No. 42-2020, seconded by Courtney. All in favor, motion carried (3-0).

Nicole Schell presented a PACE extension request for 815 W. Second Street. It is a 5-month request until December 2020.

Carlow made a motion to approve the extension, seconded by Eaglin. All in favor, motion carried (3-0).

Schell then presented a PACE final disbursement request at 602 W. Second Street in the amount of \$3,000.00.

Eaglin made a motion to approve the payment, seconded by Carlow. All in favor, motion carried (3-0).

Schell then presented 8 new PACE grant requests. They are as follows-304 Broadway for \$6,000.00, 306 Broadway for \$4,500.00, 327 Mulberry for \$7,500.00, 310 W. Third Street for \$7,500.00, 301-309 W. Second

Street for \$5,452.50, 1129 W. Main Street for \$2,250.00, 831 W. Main Street for \$7,880.00 and 202 W. Main Street for \$2,700.00.

Eaglin made a motion to approve the applications, seconded by Carlow. All in favor, motion carried (3-0).

Carlow made a motion to approve the claims as submitted, seconded by Eaglin. All in favor, motion carried (3-0).

Mayor Courtney reported to the board that plans and a strategy are underway for taking over Main Street. The City is working with local industry to make sure weight limits are abided by.

Next meeting is Monday, August 3, 2020 at 11:30 AM.

Eaglin made a motion to adjourn, seconded by Carlow. All in favor, motion carried (3-0).

Meeting adjourned at 11:57 AM.

Bob Courtney-Mayor

David Carlow

Karl Eaglin

ATTEST

Rick Berry, Clerk Treasurer

RESOLUTION NO. _____ -2020

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA
REGARDING A STREET CLOSING FOR
RIVER VALLEY COMMUNITY CHURCH**

WHEREAS, there has been a request filed by Pastor Shane Brunner on behalf of the River Valley Community Church for a street closing in connection with its City Can Be Won Camp Meeting to be held on October 8 and 9, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that Vaughn Drive between Central Avenue and West Street shall be closed daily from 4:00 p.m. to 11:00 p.m. on Friday, October 8, 2020 and Saturday, October 9, 2020.

BE IT FURTHER RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MADISON, INDIANA that said street as closed shall be under the supervision and control of the River Valley Community Church at the times noted above for the year 2020.

ADOPTED this _____ day of July, 2020.

Bob G. Courtney, Chairman

Karl Eaglin, Member\

David Carlow, Member

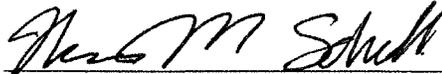
(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer

**PACE
Extension Request**

Ruthi & Chris (Name), has requested an extension for a period of 60 days (12 months max) on the
McEamy
PACE Grant for 712 W 2nd St (Address). The new deadline is 10/19/2020


Signature (Preservation Coordinator)

7/28/2020
Date

Signature (Mayor)

Date

Signature (Board of Public Works and Safety)

Date

Signature (Board of Public Works and Safety)

Date

Nicole Schell

From: Ruthi McGarry <rmcgarry@madison.k12.in.us>
Sent: Tuesday, July 28, 2020 8:12 AM
To: Nicole Schell
Subject: PACE

Nicole,

This email is to notify you that we need a 60-day extension on the deadline. We have run into several delays due to COVID. Thanks so much for your understanding. Close, though!

Thank you,

Ruthi and Chris McGarry

--

Ruthi McGarry
MJHS 7th & 8th Grade ELA

rmcgarry@madison.k12.in.us

Our mission is to educate all students to reach their potential.



CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

FINAL REPORT CHECKLIST

All items on the checklist are required to submit your Final Report. Incomplete reports will not receive their disbursement of funds.

- Part A: Introduction**
- Part B: Description of the Project** (should include which items have been completed)
 - Attachment: Photographs of the Property** *emailed*
- Part C: Financial Elements**
 - Detailed Project Budget** (Should list cost of purchased materials and labor costs)
 - Attachment: Copies of invoices and receipts for the project**

Part A: Introduction

Applicant's Name Michael & Debra Fine

Mailing Address 124 E. Main St. Madison, IN 47250

Project Overview:

Property Physical Address 124 E. Main St., Madison, IN 47250

Total Cost of Project: \$ 18,650 Amount of Grant Requested: \$ 7500

I certify that the project was completed and that all required documents are included in my final report packet.

Debra L. Fine
Applicant(s) Signature

7/28/2020
Date

RETURN COMPLETE APPLICATION TO:
City of Madison, Office of Planning and Preservation
101 W. Main Street, Madison, IN 47250

For Staff use:

Process/Step	Date	Staff Initial
Complete final report received by the office		NMS
Final inspection completed by the office		NMS



CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

PART C: FINANCIAL ELEMENTS
DETAILED PROJECT BUDGET WORKSHEET

List all major tasks completed of the proposed Project and cost of each. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor.

Task #	Description of work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Cost
	SAMPLE: Lumber and supplies from Lowe's	\$1,076
1	Materials: veneer brick; mortar; sand	\$10,900 ⁰⁰
2	concrete board; acid	
3		
4	Labor: Installation of rockboard,	\$7,750 ⁰⁰
5	brick, grout, Acid wash wall, clean up	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
	Totals	

Additional supporting information is attached.





CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

FINAL REPORT CHECKLIST

All items on the checklist are required to submit your Final Report. Incomplete reports will not receive their disbursement of funds.

- Part A: Introduction
- Part B: Description of the Project (Should include which items have been completed)
 - Attachment: Photographs of the Property
- Part C: Financial Elements
 - Detailed Project Budget (Should list cost of purchased materials and labor costs)
 - Attachment: Copies of Invoices and Receipts for the project

Part A: Introduction

Applicant's Name STEVE MCKAY

Mailing Address 505 W. MAIN ST.

Project Overview:

Property Physical Address 505 W. MAIN ST. Madison, IN 47250

Total Cost of Project: ~~\$ 7834.22~~ 6750.35 Amount of Grant Requested: \$ 3375.18

I certify that the project was completed and that all required documents are included in my final report packet.

Steven W. McKay
Applicant(s) Signature

7/22/2020
Date

RETURN COMPLETE APPLICATION TO:
City of Madison, Office of Planning and Preservation
101 W. Main Street, Madison, IN 47250

For Staff use:

Process/Step	Date	Staff Initial
Complete final report received by the office		
Final inspection completed by the office		



CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

PART B: DESCRIPTION OF THE PROJECT

Please describe the project elements that were completed.

- 1.) REPAIRED FRONT ENTRY OVERHANG ROTTING WOOD.
- 2.) REPAIRED ALL ROTTING SHUTTERS ON FRONT OF HOUSE
- 3.) TUCKED CHIMNEYS
- 4.) REPLACED ROTTING TRIM AROUND SIDE DOOR
- 5.) REPLACED DOOR AND ROTTING TRIM.
- 6.) REPLACED ROTTEN WOOD SIDING ON EAST SIDE OF HOUSE WITH CEDAR.
- 7.) REPLACED ROTTED SIDING IN SOUTH SIDE OF HOUSE WITH CEDAR.
- 8.) REPAIRED OLD CHIMNEY ON SOUTH SIDE OF HOUSE.

Additional supporting information is attached.



CITY OF MADISON, INDIANA
 P.A.C.E. Preservation & Community
 Enhancement Grant Program

FINAL REPORT

PART C: FINANCIAL ELEMENTS
DETAILED PROJECT BUDGET WORKSHEET

List all major tasks completed of the proposed Project and cost of each. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor.

Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Cost
	SAMPLE: Lumber and supplies from Lowe's	\$1,076
1	MATERIAL	\$ 1148.72 1118.13
2	SCAFFOLD RENTAL	\$ 586.00 428.00
3	LABOR / cedar	\$ 6100.00 5204.22
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
	Totals	\$ 7834.22 6750.35

Additional supporting information is attached.



German American Bank

Banking | Insurance | Investments
Member FDIC

1910 - 2020 / CELEBRATING



All items subject to rules and regulations of this bank. | Deposits may not be available for immediate withdrawal.

07/18/2020 9:22 AM Seq 22
Account XXXXXX2277 91--8515
Savings Withdrawal 2,500.00

STEVEN W MCKAY
LYNN HEITZ-MCKAY

505 W MAIN ST.
MADISON, IN 47250

71-456/839

7575

DATE 7/27/2020 MP

PAY TO THE
ORDER OF

One Thousand

\$ 2704.22

Twenty seven hundred four dollars and 22/100 DOLLARS

Heat
Reactive
Ink
←



German American Bank

Banking | Insurance | Investments

Steven McKay

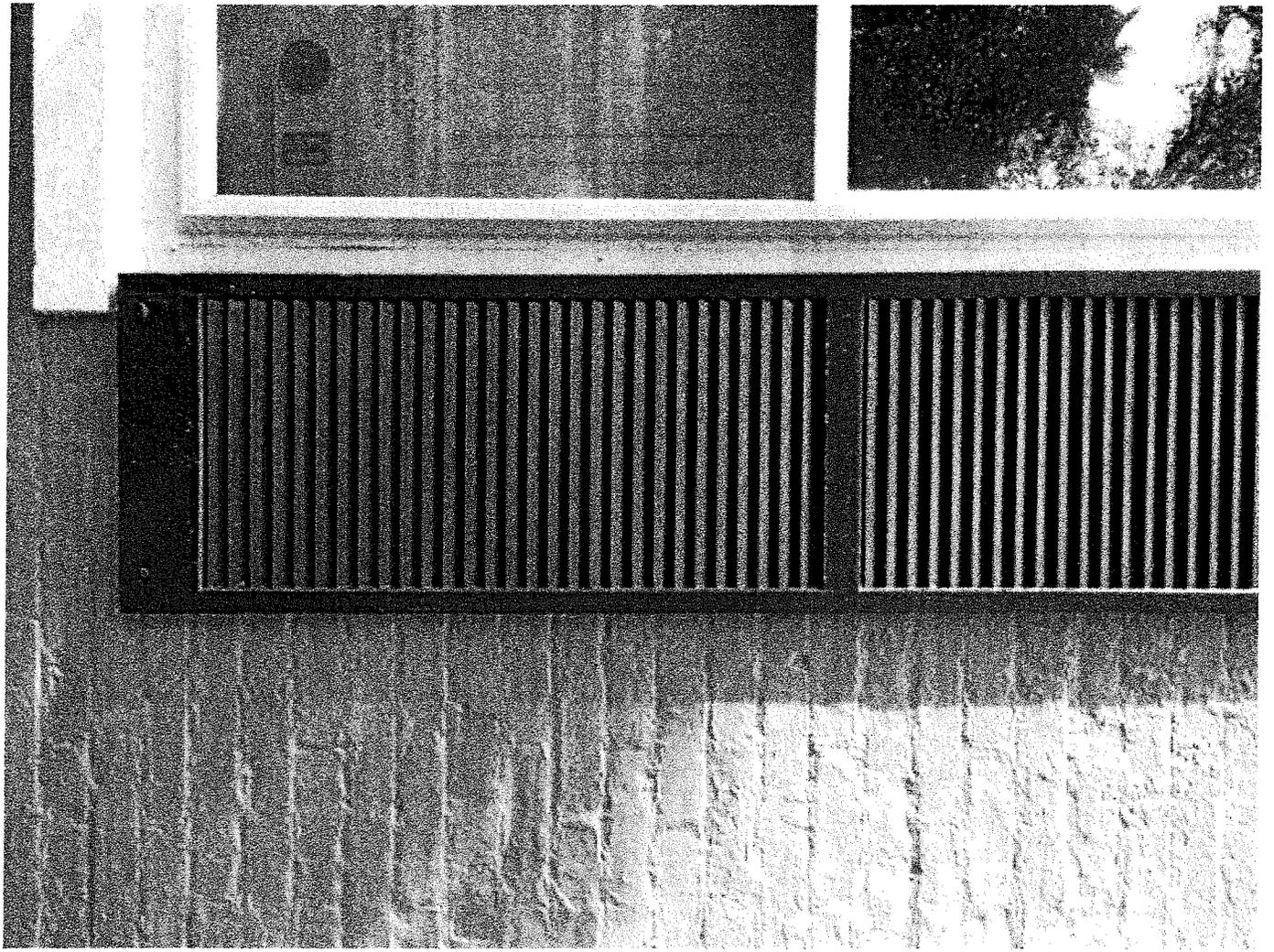
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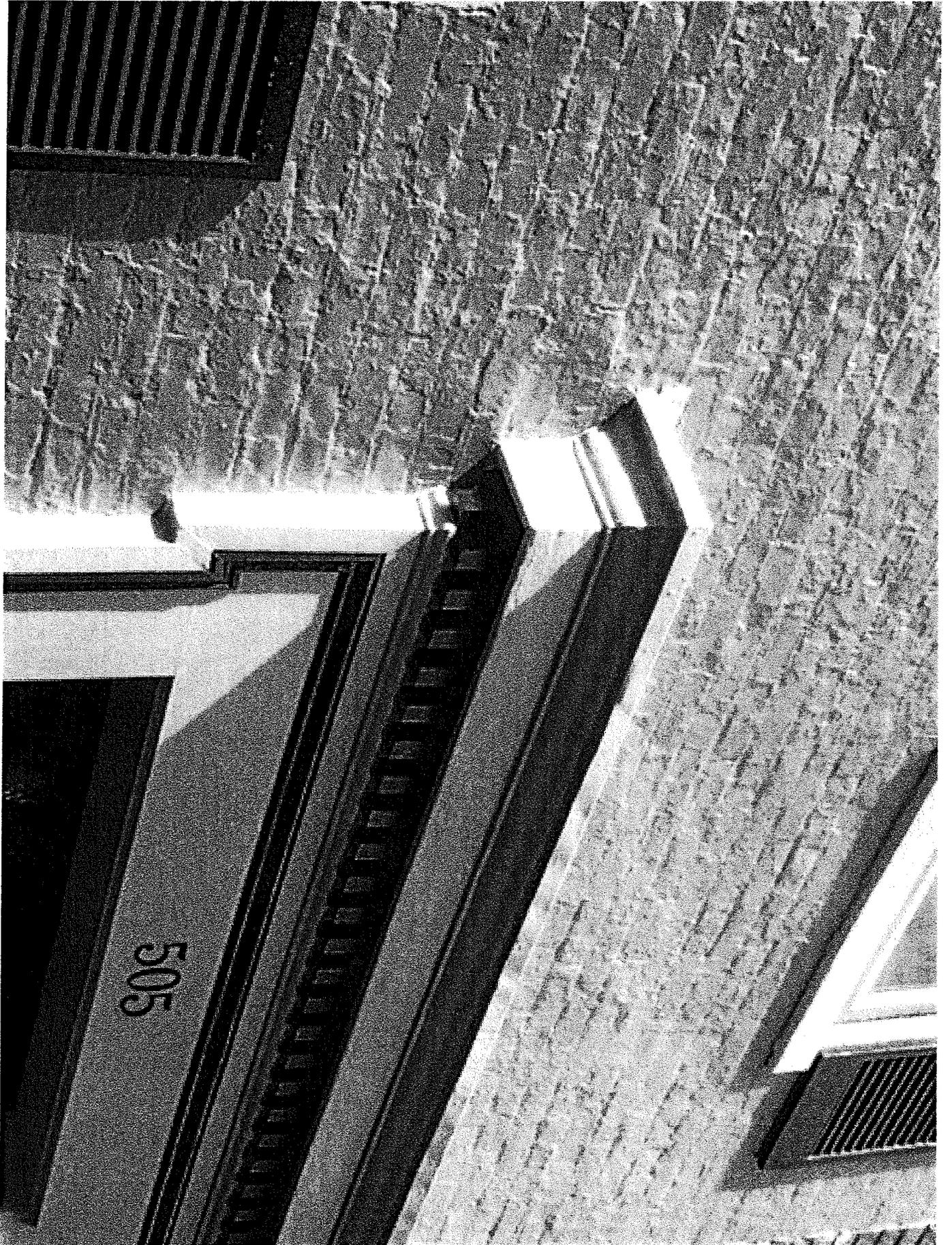
7575

MP

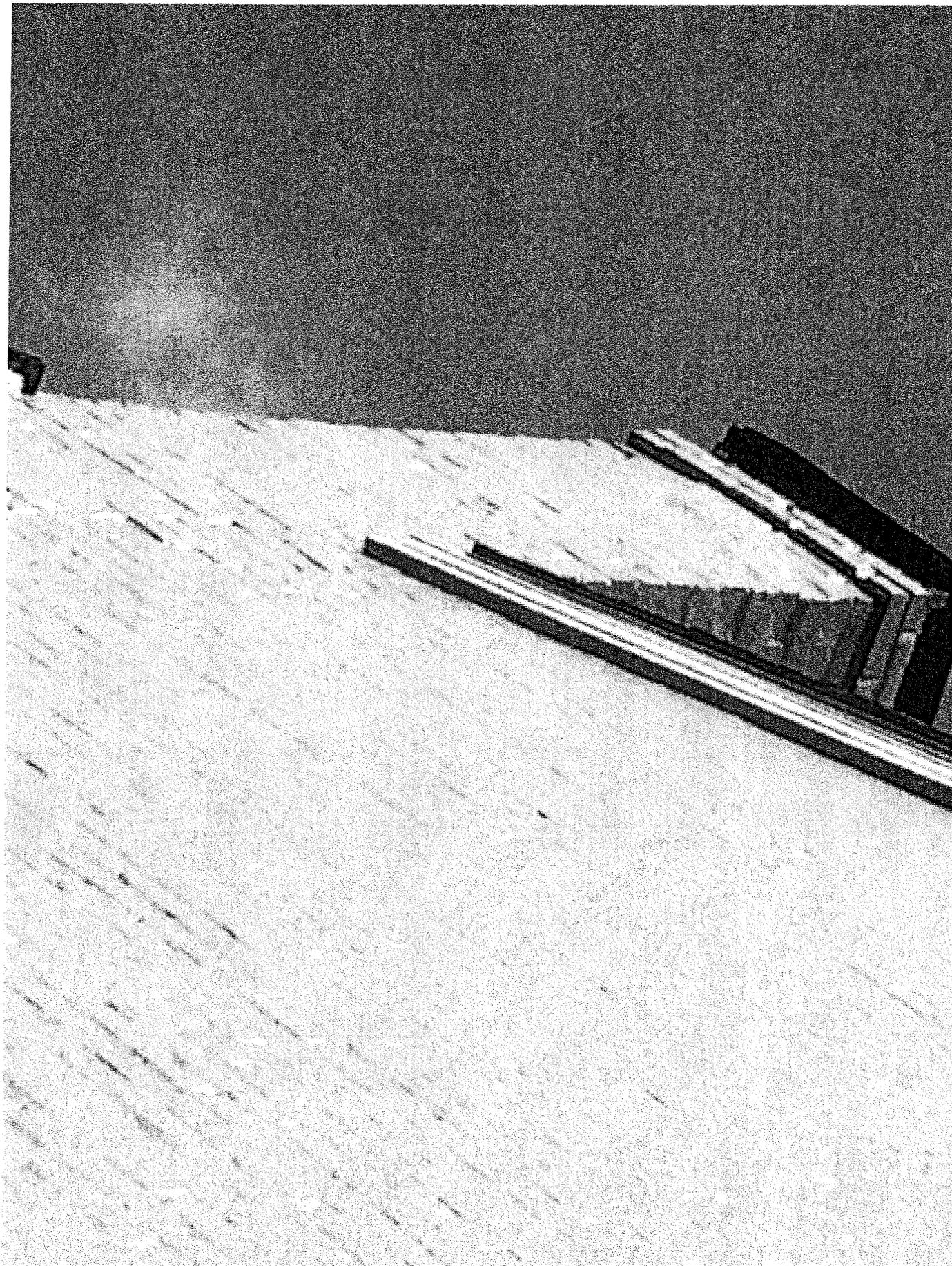
LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK. DETAILS IN PACK.

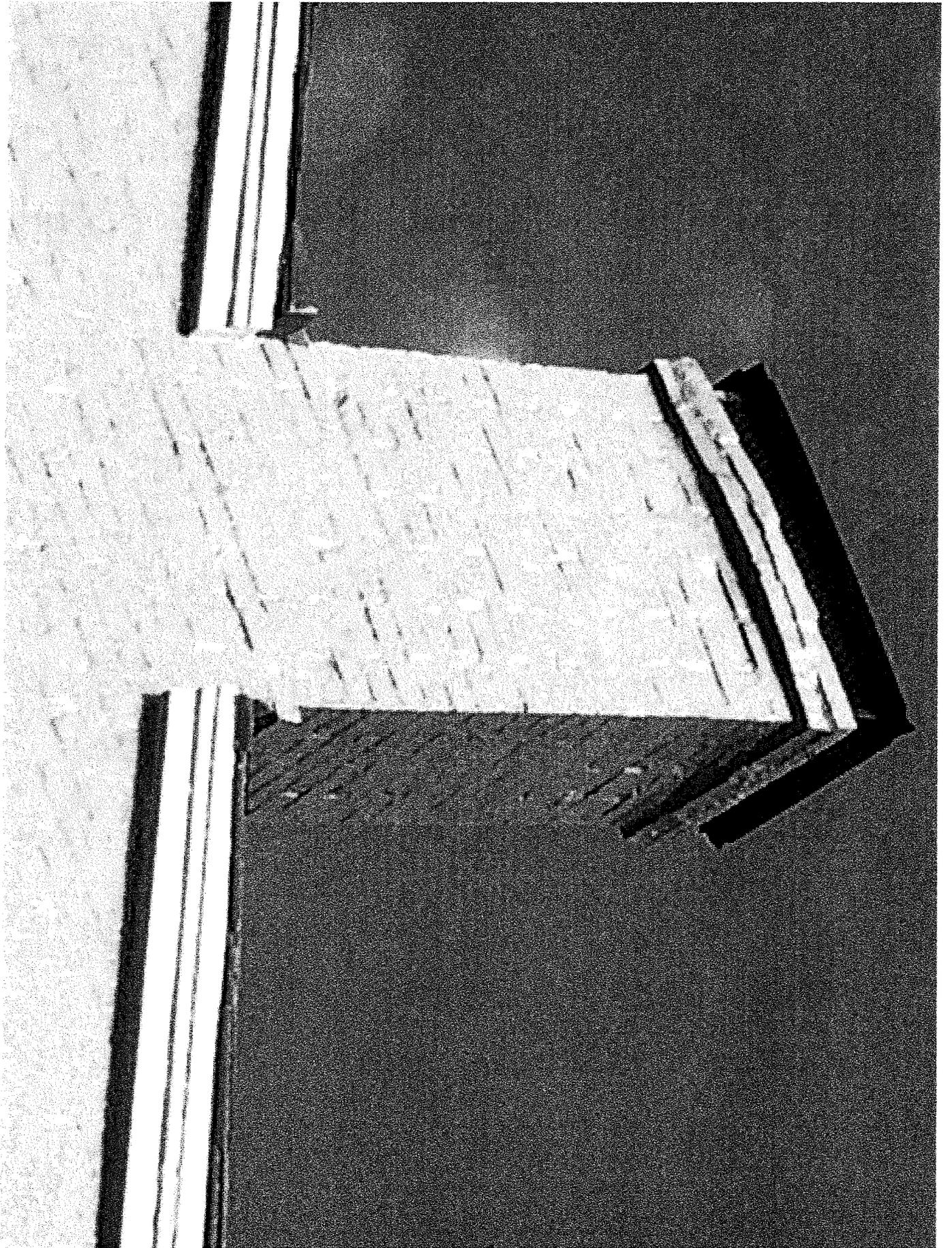


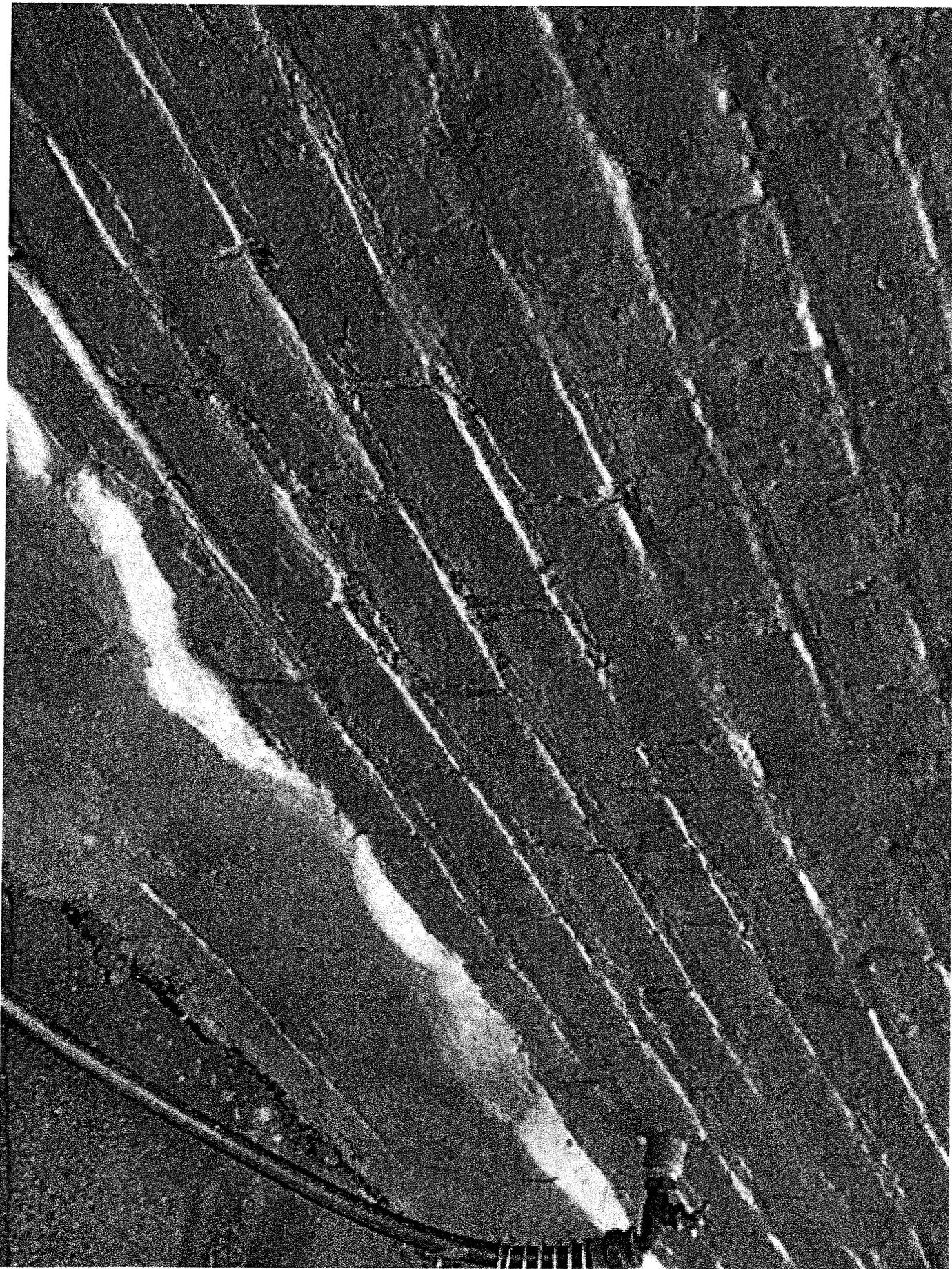


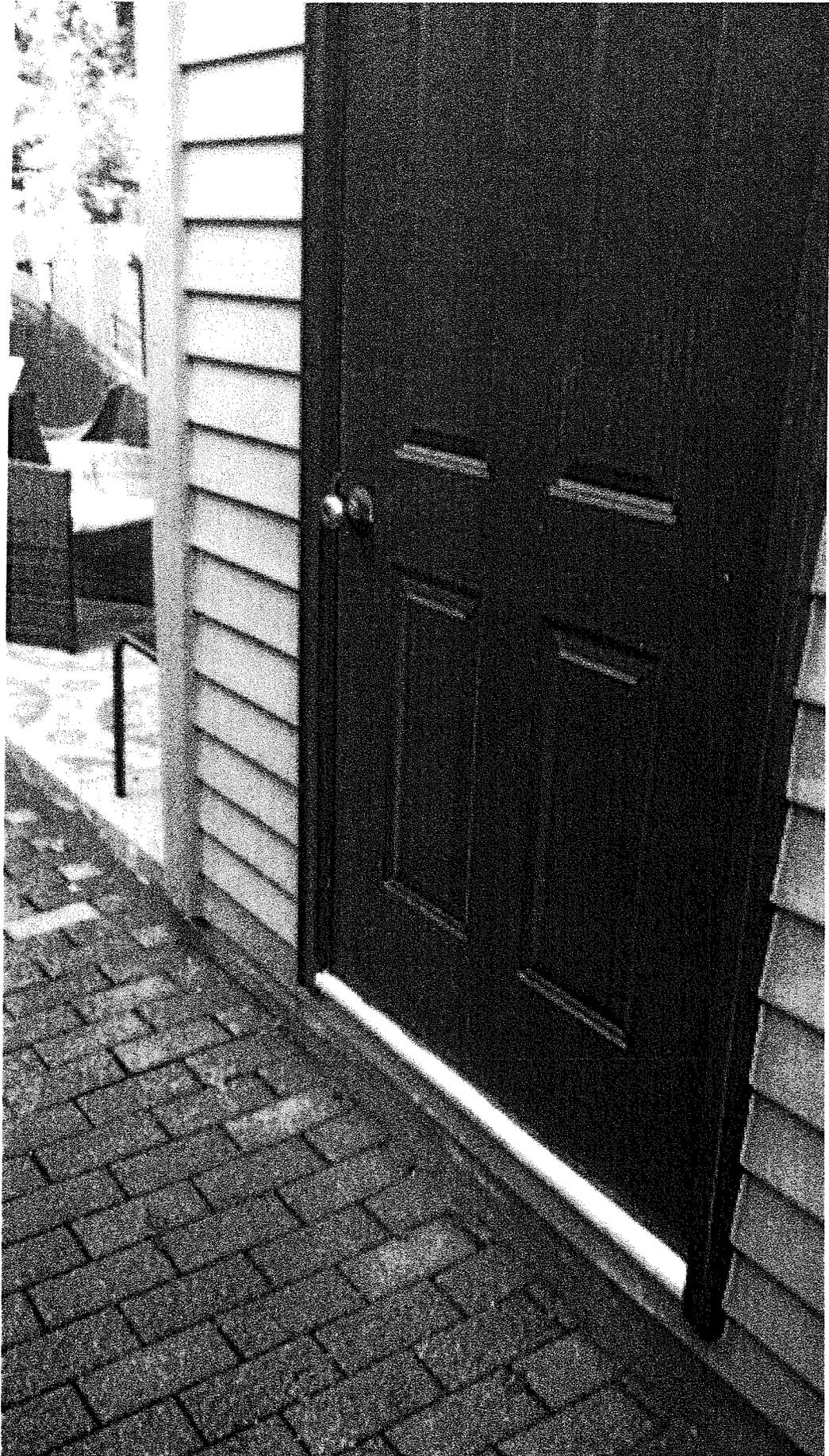


505



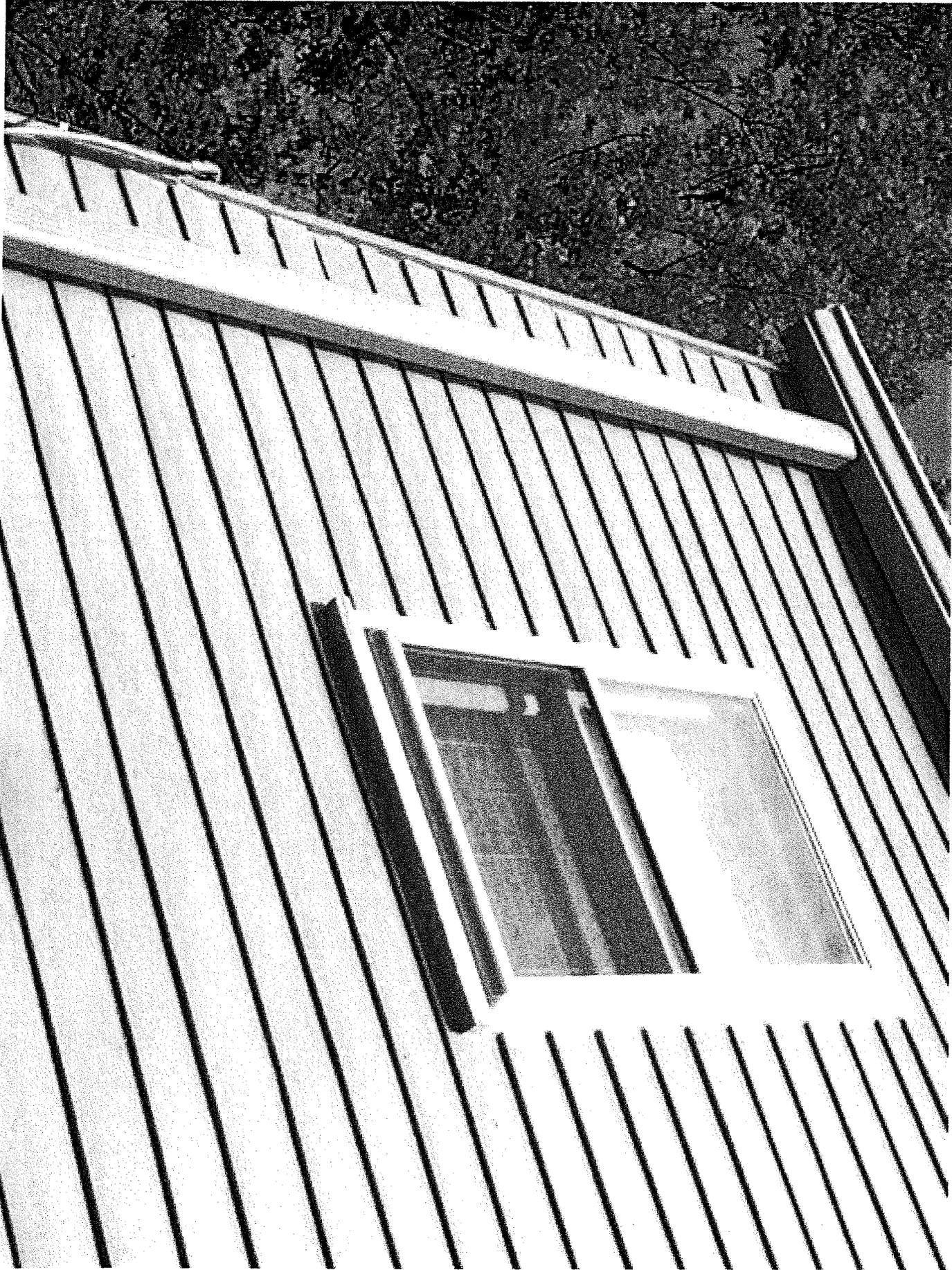








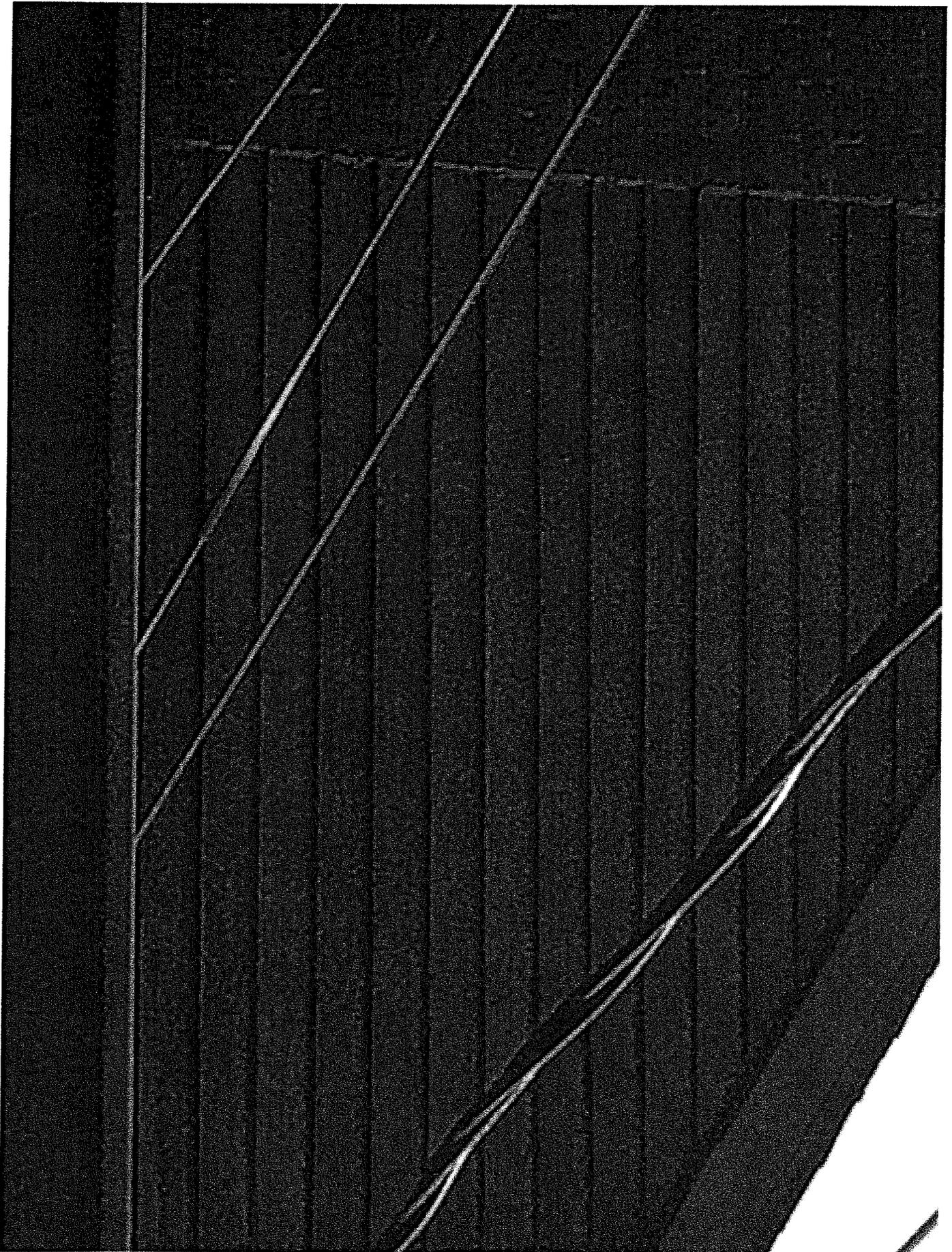


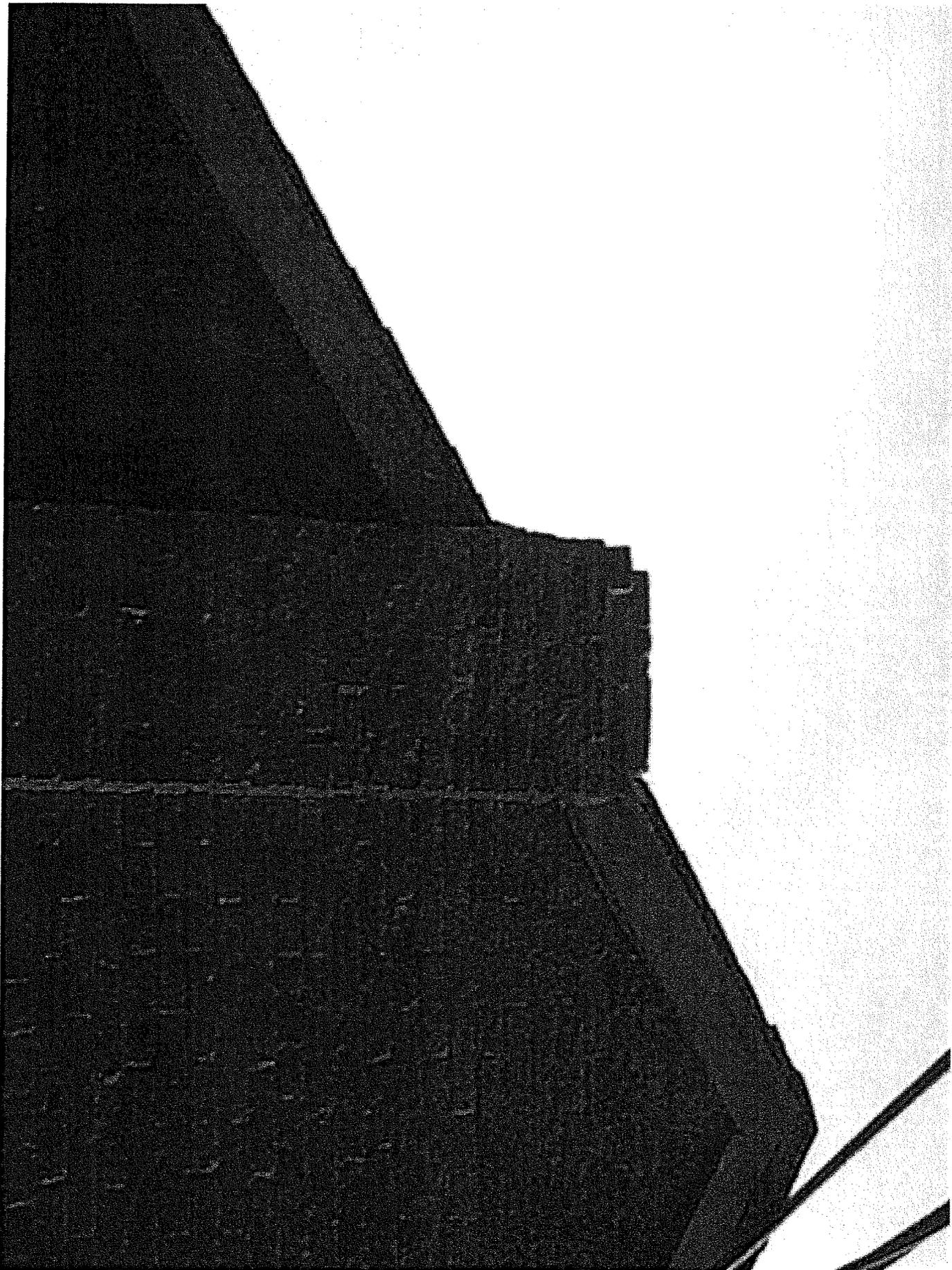


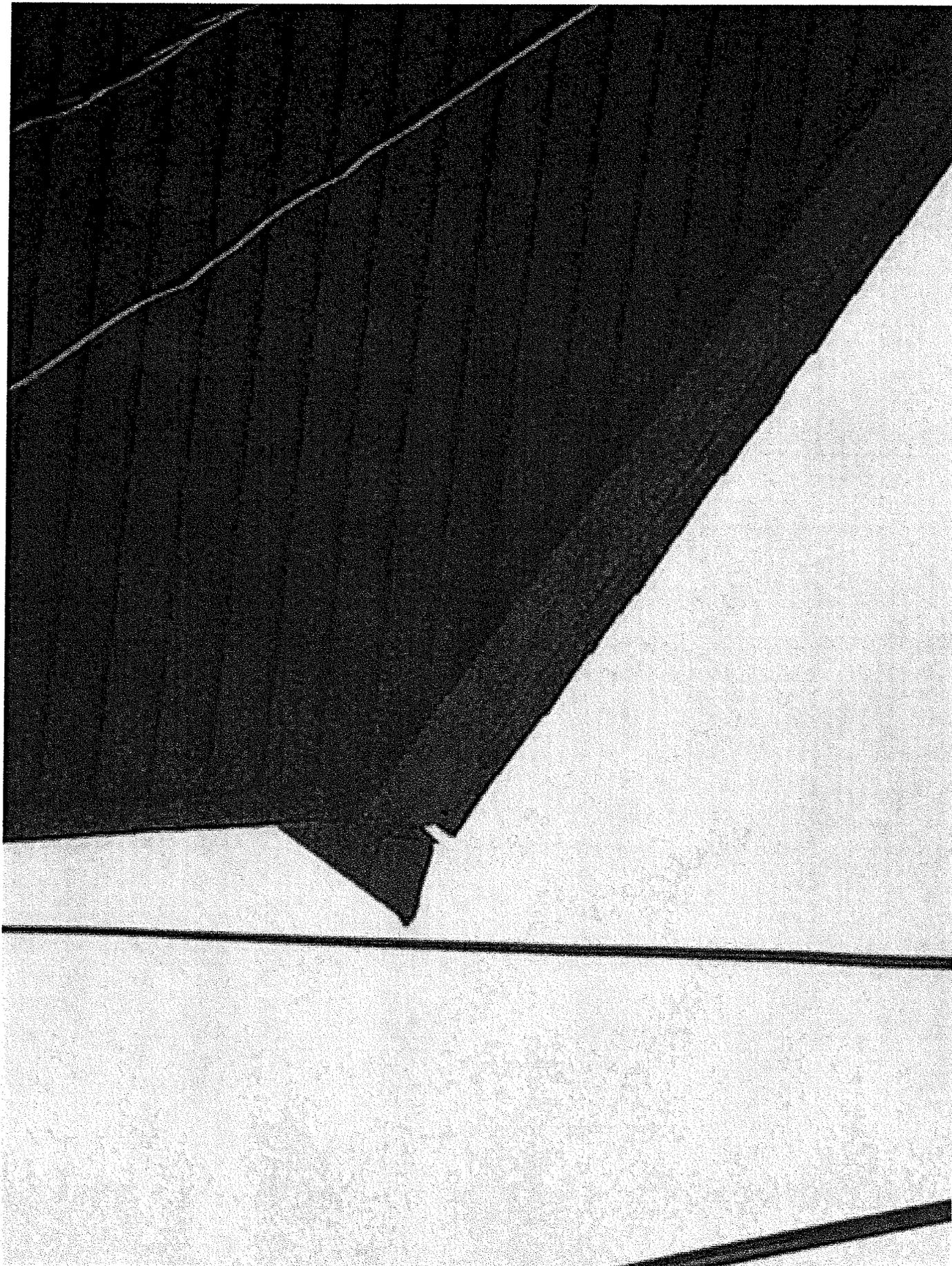














3136 N. Michigan Road
Madison, IN 47250
812.265.9022

609 W. US Hwy 50
Versailles, IN 47042
812.689.3993

www.tnttoolrental.com

RENTAL CONTRACT NO. 71898

Name Ormer
Address _____
Phone _____

Date 7/15
DRIVER'S LICENSE NO. _____

QTY	ITEMS RENTED	CASH		CHECK		CREDIT CARD		CHARGE	DRIVER'S LICENSE NO.
		4 HOURS	DAY	WEEKEND	WEEK	4 WEEKS			
4	Sets of Scaffolding	10.00	10.00					4 WEEKS	DATE OF BIRTH / SOC. SEC # DATE / TIME IN HRS SALESMAN 7/15 11:00 JLV
21	Walk boards	5.00	7.00						DATE / TIME OUT HRS SALESMAN 7/15 9:10 JLV
DEPOSIT									
RENT								136.00	
CLEANING								00.00	
FUEL									
DEL. / P.U.									
SUB-TOTAL								60.00	
TAX								4.00	
TOTAL DUE								64.00	
TOTAL PAID								136.00	
Balance / Refund								-71.80	
TOTALS									Refund Received By: <u>[Signature]</u>

CONDITIONS UNDER WHICH EQUIPMENT IS RENTED - All tools and equipment are used at renter's risk. We exercise precaution in keeping our equipment in good condition. Conditions which prevent satisfactory operation of equipment while out of possession of lessor, and promises to return such equipment to the lessor in as good condition as it was at the effective date of the contract, natural wear from a responsible use excepted. Renter shall be liable for any loss, theft, damage or destruction of rented property.

Renter assumes all risks inherent in the operation and use of Rented Equipment by Renter and all associates. Renter agrees to assume entire responsibility for the defense of and to pay, indemnify and hold Lessor harmless from and release Lessor from any and all claims for damage to property or bodily injury (including death) or for loss of time and inconvenience resulting from the use, operation or possession of Rented Equipment, whether or not it be claimed or found that such damage resulted in whole or in part from Lessor's negligence, from the defective condition of Rented Equipment or from any cause.

All equipment lost or damaged beyond repair will be paid for by the renter, at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost for such repairs shall be paid by the renter. Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment. All carriage charges must be borne by renter.

Scheduled rental rates begin when equipment leaves our store and continue until returned thereto. A cleaning charge will be made on items returned unclean. I agree that all charges for rental, damage, cleaning or material will be paid, and that all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by me in the court of the county in which indebtedness is incurred.

There are no warranties of merchantability or fitness either expressed or implied which extend beyond the description on the face hereof.

Renter's Signature [Signature] X

WE SELL TIME, YOUR PROMPT RETURN SAVES YOU MONEY

IF A RENTAL ITEM DOES NOT FUNCTION PROPERLY, NOTIFY US IMMEDIATELY OR FULL RATE WILL BE CHARGED

A CLEANING CHARGE IS MADE ON ITEMS RETURNED UNCLEAN

- 4 HOURS - Time you pick-up until time you return or pick-up after 3:00 p.m. and return between 7:30 - 8:30 a.m. the next day. No more than 4 hours on the hour meter.
- DAY - 24 hour period, 8 hours on the hour meter. Or pick-up after 10:00 a.m. on Saturday and return between 7:30 - 8:30 a.m. on Monday, 8 hours on hour meter.
- WEEKEND - Pick up Saturday before 10:00 a.m. and return between 7:30 - 8:30 a.m. on Monday, 12 hours on hour meter.
- WEEK - 7 consecutive days, 40 hours on hour meter.
- 4 WEEK - 4 consecutive weeks, 160 hours on hour meter.
- Fill with GAS on return.
- Fill with DIESEL on return.
- Clean on return.
- Call when ready for pick-up.
- Customer did not want safety harness.
- Customer responsible for tires.

DUE BACK

7/16/00

Renter's Initials



RENTAL CONTRACT NO. 71868

3136 N. Michigan Road
 Madison, IN 47250
 812.265.9022

609 W. US Hwy 50
 Versailles, IN 47042
 812.689.3993

www.tnttoolrental.com

Name Eric
 Address _____

Phone 812 509 8513

Date 7/13

QTY	ITEMS RENTED	4 HOURS	DAY	WEEKEND	WEEK	4 WEEKS	CHARGE	DRIVER'S LICENSE NO.
5	Sets of scaffolding	10.00			18.00			DATE OF BIRTH / SOC. SEC # 7/17 920
8	Returned 7/17 8x8s	7.00						HRS. SALESMAN 9:30 JW
	8 Walk boards				14.00			DATE / TIME OUT 7/13 8:30
								HRS. SALESMAN 8:30 JW
								DEPOSIT 200.00
								RENT 202.00
								CLEANING 202.00
								FUEL
								DEL. / P.U.
								SUB-TOTAL 202.00
								TAX 14.14
								TOTAL DUE 216.14
								TOTAL PAID 202.00
								Balance / Return -75.86
								Return Received By <u>Eric</u>

CONDITIONS UNDER WHICH EQUIPMENT IS RENTED. All tools and equipment are used at renter's risk. The exercise precaution in keeping our equipment in good condition. Conditions which prevent satisfactory operation of equipment do not relieve renter of his responsibility for rental charges.
 Renter assumes all responsibility for equipment while out of possession of lessor, and promises to return such equipment to the lessor in as good condition as it was at the effective date of the contract, normal wear from a responsible use excepted. Renter shall be liable for any loss, theft, damage or destruction of rented property.
 Renter assumes all risks inherent in the operation and use of Rented Equipment by Renter and/or his associates. Renter agrees to assume entire responsibility for the defense of and to pay, indemnify and hold Lessor harmless from and release Lessor from any and all claims for damage to property or bodily injury (including death) or for loss of time and inconvenience resulting from the use, operation or possession of Rented Equipment, whether or not it is claimed or found that such damage resulted in whole or in part from Lessor's negligence, from the defective condition of Rented Equipment or from any cause.
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Renter's Signature X

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A CLEANING CHARGE IS MADE ON ITEMS RETURNED UNCLEAN

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- Fill with GAS on return.
- Fill with DIESEL on return.
- Clean on return.
- Call when ready for pick-up.
- Customer did not want safety harness.
- Customer responsible for tires.

DUE BACK

7/20 8:30

Renter's Initials



SHERWIN-WILLIAMS.

MADISON Store 1982

742 CLIFTY DR
MADISON IN 47250 1613
(812)265-2834
Fax (812) 273-5965
www.sherwin-williams.com

SALE 2:37pm
Tran # 9422-1 07/17/20
E33/14415 10
JOHN

Order # OE0117022Q1932
MCKAY*STEVE
Account XXXX-4173-3
Job 1 MCKAY*STEVE

Bill To:
MCKAY*STEVE
505 W MAIN ST
MADISON, IN 47250 3737

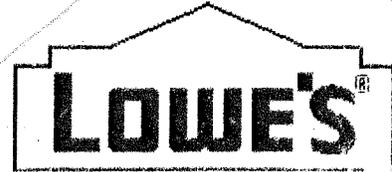
6403-92346 GALLON A89W153
SPR EXT SA DEEP
3.00 @ 43.28 129.84
Color: Custom NEW GREEN

CCE*Color	Cast	02	32	64	120
W1	White	-	5	-	-
B1	Black	-	63	1	1
R2	Maroon	-	3	-	1
Y3	Deep Gold	-	56	-	1

Custom Sher-Color Formula Match

Comments: NEW GREEN

SUBTOTAL BEFORE TAX 129.84
7.000% SALES TAX:1-154725002 9.09
TOTAL \$138.93
VISA (CAPITAL ONE) -138.93



LOWE'S HOME CENTERS, LLC
511 IVY TECH DRIVE
MADISON, IN 47250 (812) 801-2080

- SALE -
SALES#: S17350R1 3307713 TRANS#: 88014393 07-17-20

1254 1/2-6-2 POPLAR PROJECT BO 4.64
240726 GATORADE FRUIT PUNCH 20-F 1.68

SUBTOTAL: 6.52
TAX: 0.46
INVOICE 01782 TOTAL: 6.98
CASH: 10.00
CHANGE: 3.02

STORE: 1735 TERMINAL: 01 07/17/20 15:33:13

OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: SHORTY M BROWN

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
* ¡ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D #017825 173511 997571 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1735 TERMINAL: 01 07/17/20 15:33:13

Bill To:
 MCKAY*STEVE
 505 W MAIN ST
 MADISON, IN 47250 3737

6511-49510 GALLON A89W2151
 SPR EXT SA EXTRA
 2.00 @ 43.28 86.56
 Discount (\$) -2.00
 Color: Custom BARLOW LIGHTER 160 06

CCE*Color	Cast	02	32	64	128
B1 Black	-	22	-	-	-
R2 Maroon	-	3	-	-	-
Y3 Deep Gold	-	46	-	1	-

Custom Manual Formula Match

Comments: Pricing Accommodation

6403-92353 5 GAL A89W153
 SPR EXT SA DEEP
 10.00 @ 42.28 422.80
 Color: Custom NEW GREEN

CCE*Color	Cast	02	32	64	128
W1 White	-	25	-	-	-
B1 Black	8	62	1	1	-
R2 Maroon	-	16	-	1	-
Y3 Deep Gold	8	25	-	1	-

Custom Sher-Color Formula Match

Comments: NEW GREEN

6500-47632 GALLON A84T154
 SPR EXT GL ULTRA
 1.00 @ 48.78 48.78
 Discount (\$) -6.50
 Color: SW7577 BLACKBERRY

Location: 109-C7

CCE*Color	Cast	02	32	64	128
W1 White	-	21	-	-	-
B1 Black	2	9	1	-	-
R2 Maroon	-	19	-	1	-
R3 Magenta	6	14	-	1	-

Sher-Color Formula

Comments: Pricing Accommodation

6510-32732 5 GAL LX2W0050
 LXN C&M PRIMER WH
 5.00 @ 39.18 195.90
 Color: Custom PRIMER

CCE*Color	Cast	02	32	64	128
G2 New Green	10	6	-	1	-
R2 Maroon	8	57	1	1	-

Comments: PRIMER

Order # OE0116735Q1982
 SUBTOTAL BEFORE TAX 745.54
 7.000% SALES TAX:1-154725002 52.19
 TOTAL \$797.73

VISA (CAPITAL ONE) -797.73



LOWE'S HOME CENTERS, LLC
 511 IVY TECH DRIVE
 MADISON, IN 47250 (812) 801-2000

- SALE -

SALES#: S1735KHI 3376034 TRANS#: 88648297 07-13-20

4301 2-4-8 ROUGH CEDAR GRAN LUM 19.96
 2 @ 9.98

SUBTOTAL: 19.96
 TAX: 1.40
 INVOICE 01605 TOTAL: 21.36
 CASH: 25.00
 CHANGE: 3.64

STORE: 1735 TERMINAL: 01 07/13/20 09:51:37

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
 LOWES.COM/RETURNS
 A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
 AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: SHORTY N BROWN

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

 * SHARE YOUR FEEDBACK! *
 * ENTER FOR A CHANCE TO BE *
 * ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *
 * ENTRE EN EL SORTEO MENSUAL *
 * PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
 * ENTER BY COMPLETING A SHORT SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * Y O U R I D #016056 173501 959906 *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1735 TERMINAL: 01 07/13/20 09:51:37

LOWE'S HOME CENTERS, LLC
511 IVY TECH DRIVE
MADISON, IN 47250 (812) 801-2000

LOWE'S HOME CENTERS, LLC
511 IVY TECH DRIVE
MADISON, IN 47250 (812) 801-2000

- SALE -

SALES#: S1735DS2 1407372 TRANS#: 24993504 07-17-20

41531 PFJ BKMD 180-PATTERN EXT 18.97
98458 RML 8-FT WHITE PVC BRICK 35.04
3 @ 11.68

SUBTOTAL: 54.01
TAX: 3.78
INVOICE 23182 TOTAL: 57.79
CASH: 60.00
CHANGE: 2.21

STORE: 1735 TERMINAL: 23 07/17/20 09:45:21

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: SHORTY M BROWN

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

- SALE -

SALES#: S1735JW1 1161052 TRANS#: 9000098 07-17-20

66492 GH 4-IN SLD ZINC BLK PWD 7.94
4.18 DISCOUNT EACH -0.21
2 @ 3.97
64199 GH 4-IN SLD ZINC BLK PWD 3.97
4.18 DISCOUNT EACH -0.21
2510496 59205 21.84
DISPOSABLE MASK 25-CT
22.98 DISCOUNT EACH -1.14
107204 LCC SYSTEM USE ONLY 0.00 N

SUBTOTAL: 33.75
TAX: 2.36

INVOICE 09451 TOTAL: 36.11
LCC: 36.11

TOTAL DISCOUNT: 1.77

LCC:XXXXXXXXXX0199 AMOUNT:36.11 AUTHCD:000254

SWIPED REFID:410301 07/17/20 11:34:41

STORE: 1735 TERMINAL: 09 07/17/20 11:35:07

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: SHORTY M BROWN

LOWE'S PRICE MATCH GUARANTEE

* SHARE YOUR FEEDBACK! *
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* ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.Lowes.com/survey *
* Y U U R I D # 231823 173551 991558 *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.Lowes.com/survey *

STORE: 1735 TERMINAL: 23 07/17/20 09:45:21



SHERWIN-WILLIAMS.

MADISON Store 1982

742 CLIFTY DR
MADISON IN 47250 1613
(812)265-2834
Fax (812) 273-5965
www.sherwin-williams.com

SALE 9:53am
Tran # 1038-5 07/17/20
E33/11294 10
JOHN

OMAR ZANABRIA PAINTING USE

Account XXXX-5534-3

Job 1 OMAR ZANABRIA PAINTING USE

Bill To:

OMAR ZANABRIA PAINTING USE
321 CROGHONT ST
MADISON, IN 47250 3006
(812)599-0543

151-8323 WLO950A 11 OZ
950A SIL ACR LTX CLK
4.00 @ 2.49 9.96
Discount (%35.00) -3.49
Comments: BLUE BUCKET SALE - 35% OFF

SUBTOTAL BEFORE TAX 6.47
7.000% SALES TAX:1-154725002 0.45
TOTAL \$6.92
CASH TENDERED -7.00
CHANGE DUE 0.08

STORE HOURS
TODAY 10:00 AM - 4:00 PM
FRIDAY 7:00 AM - 7:00 PM
SATUR 8:00 AM - 5:00 PM

Thank You
Receipt required for refund



Lower Copy



SHERWIN-WILLIAMS.

MADISON Store 1982

742 CLIFTY DR
MADISON IN 47250 1613
(812)265-2834
Fax (812) 273-5965
www.sherwin-williams.com

SALE 8:41am
Tran # 1057-5 07/18/20
E18/11294 10
COURTNEY

OMAR ZANABRIA PAINTING USE

Account XXXX-5534-3

Job 1 OMAR ZANABRIA PAINTING USE

Bill To:

OMAR ZANABRIA PAINTING USE
321 CROGHONT ST
MADISON, IN 47250 3006
(812)599-0543

5503-57080 QUART B51W450
MP LTX PR WH
1.00 @ 13.38 13.38

SUBTOTAL BEFORE TAX 13.38
7.000% SALES TAX:1-154725002 0.94
TOTAL \$14.32
CASH TENDERED -20.00
CHANGE DUE 5.68

STORE HOURS
SUNDAY 10:00 AM - 4:00 PM
MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM

Thank You
Receipt required





SHERWIN-WILLIAMS.

MADISON Store 1982

742 CLIFTY DR
MADISON IN 47250 1613
(812)265-2834
Fax (812) 273-5965
www.sherwin-williams.com

SALE 1:57pm
Tran # 9417-1 07/17/20
E33/14415 10
JOHN

OMAR ZANABRIA PAINTING USE

Account XXXX-5534-3

Job 1 OMAR ZANABRIA PAINTING USE

Bill To:

OMAR ZANABRIA PAINTING USE
321 Cragmont St
MADISON, IN 47250 3006
(812)599-0543

151-8323 WLO950A 11 OZ
950A SIL ACR LTX CLK
4.00 @ 2.49 9.96
Discount (%35.00) -3.49
Comments: BLUE BUCKET SALE - 35% OFF

SUBTOTAL BEFORE TAX 6.47
7.000% SALES TAX:1-154725002 0.45
TOTAL \$6.92
CASH TENDERED -10.00
CHANGE DUE 3.08

STORE HOURS

SUNDAY 10:00 AM - 4:00 PM
MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM

Thank You
receipt required for refund



Customer Copy



SHERWIN-WILLIAMS.

MADISON Store 1982

742 CLIFTY DR
MADISON IN 47250 1613
(812)265-2834
Fax (812) 273-5965
www.sherwin-williams.com

SALE 10:16am
Tran # 1171-4 07/21/20
E04/11294 10
Calyb

Order # OE011713901982

MCKAY*STEVE

Account XXXX-4173-3

Job 1 MCKAY*STEVE

Bill To:

MCKAY*STEVE
505 W MAIN S.
MADISON, IN 47250 3737
(812)273-2234

6509-96689 QUART K38T754
EMERALD UTE SG UD
1.00 @ 30.79 30.79
Color: Custom BLACK BERRY

CCE*Color	Cast	OZ	32	64	128
U1	White	-	8	-	1
B1	Black	-	58	1	1
R3	Magenta	-	10	1	1
Y3	Deep Gold	-	2	-	1

Custom Sher-Color Formula Match

SUBTOTAL BEFORE TAX 30.79
7.000% SALES TAX:1-154725002 2.16
TOTAL \$32.95

VISA (CAPITAL ONE) -32.95



CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

FINAL REPORT CHECKLIST

All items on the checklist are required to submit your Final Report. Incomplete reports will not receive their disbursement of funds.

- Part A: Introduction
- Part B: Description of the Project (Should include which items have been completed)
 - Attachment: Photographs of the Property
- Part C: Financial Elements
 - Detailed Project Budget (Should list cost of purchased materials and labor costs)
 - Attachment: Copies of Invoices and Receipts for the project

Part A: Introduction

Applicant's Name Angela Lobb

Mailing Address 3046 N Runaway's Rd, Madison, In 47250

Project Overview:

Property Physical Address 213 Jefferson St, Madison, IN 47250

Total Cost of Project: \$7521.26 Amount of Grant Requested: \$3760.63

I certify that the project was completed and that all required documents are included in my final report packet.

Angela Lobb
Applicant(s) Signature

7-23-2020
Date

RETURN COMPLETE APPLICATION TO:
City of Madison, Office of Planning and Preservation
101 W. Main Street, Madison, IN 47250

For Staff use:

Process/Step	Date	Staff Initial
Complete final report received by the office		
Final inspection completed by the office		



CITY OF MADISON, INDIANA
P.A.C.E. Preservation & Community
Enhancement Grant Program

FINAL REPORT

PART B: DESCRIPTION OF THE PROJECT

Please describe the project elements that were completed.

Custom made ProVia Clinton Series insulating aluminum storm windows with full arch

tops (furnished and installed) for 5 historically restored, street facing windows.

(See Glass Unlimited quote attached)

Exterior window insulation to insure the preservation of existing historic windows,
the building's longevity and it's relevance as a historical focal point within the Madison
community.

Windows delivered and installed 7/22/20

(see attached pictures)

Additional supporting information is attached.



CITY OF MADISON, INDIANA
 P.A.C.E. Preservation & Community
 Enhancement Grant Program

FINAL REPORT

PART C: FINANCIAL ELEMENTS
DETAILED PROJECT BUDGET WORKSHEET

List all major tasks completed of the proposed Project and cost of each. The P.A.C.E. Grant Program funds materials and labor. Please separate materials from labor.

Task #	Description of Work and/or Material Please Reference Appropriate Quote (Must be attached)	Total Task Cost
	SAMPLE: Lumber and supplies from Lowe's	\$1,076
1	Labor and materials to deliver and install (5)ProVia Clinton Series outside storm windows	7521.26
2	See attached quote/paid in full bill	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
	Totals	

Additional supporting information is attached.

2 front upper

Front-Porch- 1st floor



South 2 windows



**AGREEMENT FOR PROFESSIONAL SERVICES
CRYSTAL BEACH BUILDING**

THIS AGREEMENT is entered into between the **City of Madison, Indiana (Owner)** and **CWC Latitudes, LLC (CWC)**, for the following reasons:

1. Owner intends develop design and construction drawings for Crystal Beach Park (the Project); and,
2. Owner requires professional architecture and engineering services for the Project (the Services); and,
3. CWC is prepared to provide the Services.

In consideration of the terms contained in this Agreement, Owner and CWC Latitudes, LLC agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 16, 2020.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Indiana.

ARTICLE 3 - SCOPE OF SERVICES

CWC will provide the Services outlined in Attachments A, "Scope of Services."

ARTICLE 4 - SCHEDULE

CWC shall exercise its reasonable efforts to provide stated services according to the schedule outlined in Attachment B, "Schedule."

ARTICLE 5 - COMPENSATION

- A. Owner shall pay CWC as described in the compensation clause in Attachment C, "Compensation."
- B. Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by CWC, such amounts shall be invoiced to Owner at the catalog price(s) offered to CWC. Invoices shall be due and payable upon receipt. If there are any disputed charges, Owner shall give prompt written notice of said disputes and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- A. Owner shall be responsible to provide the means, materials, or other services and facilities as outlined in Attachment D, "Owner's Responsibilities".
- B. Owner hereby states and represents that it owns the intellectual property rights in

any plans, documents or other project materials provided by Owner to CWC. For materials where the Owner does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CWC, Owner shall obtain a license or right to use, including the right to sublicense to CWC. Owner hereby grants CWC the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner also represents that CWC's use of such documents will not infringe upon any third parties' rights and Owner will indemnify and protect CWC from any infringement claims arising from CWC's use of any plans, documents or other materials provided to CWC in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

CWC will complete the services outlined in Attachment A with the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

- A. Having considered the potential liabilities that may exist during the performance of the Services, the benefits and risks of the Project, and CWC's fee for the Services, and in consideration of the terms contained in this Agreement, Owner and CWC agree to allocate and limit such liabilities in accordance with this Article.
- B. CWC and Owner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. To the fullest extent permitted by law, CWC shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.
- D. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

- A. During the performance of the Services under this Agreement, CWC shall maintain the following insurance:
 - a. Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

- B. CWC shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner, and shall be carried for two years beyond the substantial completion of the project.
- C. CWC and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and CWC to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

- A. CWC shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any CWC, sub CWC, vendor, or other Project participant, not under contract to CWC, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CWC in Attachment A, Scope of Services.
- B. In the event the Owner requests CWC to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CWC for review at least 15 days prior to the requested date of execution. CWC shall not be required to execute any certificates or documents that in any way would, in CWC's sole judgment, (1) increase CWC's legal or contractual obligations or risks; (2) require knowledge, services or responsibilities beyond the scope of this Agreement; or (3) result in CWC having to certify, guarantee or warrant the existence of conditions whose existence CWC cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CWC has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CWC's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CWC does not guarantee that proposals, bids, or actual Project costs will not vary from CWC's cost estimates or that actual schedules will not vary from CWC's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CWC as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. Any use except for the specific purpose intended by

this Agreement will be at the user's sole risk and without liability or legal exposure to CWC.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, all documents, drawings, and specifications prepared by CWC and furnished to Owner as part of the Services shall be jointly owned by CWC and Owner; provided, however, that CWC shall have the unrestricted right to their use. CWC shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CWC.

ARTICLE 14 - TERMINATION AND SUSPENSION

- A. This Agreement may be terminated by either party upon a 30 day written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon a 30-day written notice to CWC. CWC shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CWC for all the Services performed to date. Upon restart of suspended Services, an equitable adjustment shall be made to CWC's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

- A. Neither Owner nor CWC shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or CWC under this Agreement. CWC shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

Owner: Bob Courtney, Mayor
City of Madison, Indiana
101 W Main Street,
Madison, IN 47250

CWC: C. Edward Curtin, FASLA
CWC Latitudes LLC
193 E 925 N
Seymour, IN 47274

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and CWC.

ARTICLE 17 - DISPUTES

- A. In the event of a dispute between Owner and CWC arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- B. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.
- C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

- A. CWC hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.
- B. CWC affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CWC's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 19 - WAIVER

A waiver by either Owner or CWC of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, D, E, F and G incorporated by this reference, represents the entire and integrated agreement between Owner and CWC. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and CWC each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor CWC shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CWC may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Nothing contained in this Article shall prevent CWC from engaging independent consultants, associates, and subconsultants to assist in the performance of the Services.

ARTICLE 24 - NO THIRD-PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and CWC. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CWC.

IN WITNESS WHEREOF, Owner and CWC have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

City of Madison, Indiana
(Owner)

CWC Latitudes LLC
(CWC)

Signature: _____

Signature: _____

Name: Bob Courtney

Name: C. Edward Curtin

Title: Mayor

Title: Partner / Principal

Date: _____

Date: **July 16, 2020**

ATTACHMENT A
SCOPE OF SERVICES
**CRYSTAL BEACH PARK SCHEMATIC DESIGN-
CONSTRUCTION DOCUMENTS**

Madison, Indiana

PROJECT UNDERSTANDING

The City of Madison, IN working with CWC Latitudes, has recently completed a new conceptual master plan for Crystal Beach Park.

The final concept plan rendering developed as part of this phase of work, and which is used as a starting point for the Schematic Design phase for this project, is attached to this Scope of Work.

The Crystal Beach Park project will develop the schematic design through bid documents. The approach used for this project will follow the industry standard process for design projects, which is segmented into four basic phases:

- PHASE 1 – Schematic Design (30% Drawings)
- PHASE 2 – Design Development (60% Drawings)
- PHASE 3 – Construction Documents (90% Drawings)
- PHASE 4 – Bid Documents (100% Drawing Set)
- PHASE 5 – Construction Administration

A detailed Scope of Services follows.

SCOPE OF SERVICES

KPFF will serve as structural engineer of record for the project, and will also manage the architects, engineers, and other consultants who will be develop the owner's programming into construction and permit documents.

KPFF Consulting Engineers has documented the composition and condition of the building through the lens of the owner's proposed modifications. This will be combined with any recommended structural repairs in our Construction Documents package. In addition, we will work with the architect to design structure for the proposed elevator tower and connector. For an additional service, KPFF will provide construction administration services as required to review submitted bids, respond to RFIs, attend construction progress meetings, review structural construction submittals, and visit the site at major structural milestones. Site visits will include an observation report sent to CWC Latitudes.

As project manager we will manage the permit submission in conjunction with the Architect, but the Owner is responsible for all applicable permit fees. These will be billed by KPFF as expenses. In addition, we will hire the subconsultants below

8

**Crystal Beach Park,
Madison, Indiana**

CWC Latitudes LLC

and coordinate the following scope items:

KNBA Architects will assess the envelope, ADA access, uses of existing spaces, finishes, and code compliance of the existing and proposed program. The architects will provide the following specific services:

- 1) Advance programming from owner comments and existing SD progress set into Construction documents, attend virtual design coordination meetings.
- 2) Develop CSI Division 8.5"x11" biddable specifications and historic structures guidelines.
- 3) File for state design release.
- 4) Provide code-compliant stair design for second-level balcony access at South side of building.
- 5) Provide updated life safety plans for first and second floors (basement not included).
- 6) Design elevator shaft outside building envelope and connector to building, specify elevator product.
- 7) Design warming/catering kitchen and restroom layout per owner's proposed programming
- 8) Provide finish schedule (not full interior design package) for bidding and permitting. Final colors, materials, etc. will be selected by the owner directly with the General Contractor.
- 9) Certify pay applications, complete punch list, and procure certificate of occupancy.
- 10) Respond to RFIs, attend progress meetings during construction.

Councilman-Hunsaker, a pool design consultant, will explore the following owner-requested items:

- 1) Make one day trip to the project site for a facility review and round table discussion with the owner, pool operators, and design team.
- 2) Provide a report identifying the deficiencies of the current pool liner and ADA requirements
- 3) Provide an opinion of probable cost for a new pool liner and (2) ADA-compliant pool lifts (minimum code-required quantity)
- 4) Prepare specific commentary on any necessary repairs, replacement, or restoration of the pool systems, including identification of issues requiring further intensive evaluation and analysis.

- 5) Submit a written report of all perceived sub-standard conditions and/or shortcomings of the overall facility with commentary for possible action for correction, including identification of any equipment and/or systems requiring more intensive evaluation and analysis by the consultant and/or other consultants specializing in other disciplines.
- 6) Provide general commentary with the report related to current Indiana state and local health code, federal law, and industry standards.
- 7) Provide an opinion of probable construction cost for the swimming pool and address questions regarding such estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- 8) Provide 2D Schematic-Level drawings

Shrout Tate Wilson will understand how the building is conditioned, plumbed, and piped for code compliance and energy efficiency. This will be leveraged to understand the cost to improve the existing space or to modify existing infrastructure. Detailed services include:

- 1) Specify new HVAC system with roof-mounted equipment for all conditioned spaces
- 2) Electrical requirements for new elevator tower and connector
- 3) Electrical lighting/power design for existing spaces
- 4) Power, water, drain, and HVAC connections for catering kitchen equipment
- 5) Coordination with owner for A/V and IT systems infrastructure and rough-ins

The following items are not included in the current M/E/P scope:

- 1) Pool filtration and treatment equipment
- 2) Exterior site utilities
- 3) Catering kitchen equipment design, specification, and procurement

The following assumptions have been made in developing the M/E/P scope:

- 1) Existing power service/site utilities to the building are sufficient for any additional equipment/demand and no accommodations for electrical infrastructure are considered.
- 2) One visit to the site during design phase is sufficient to produce construction documents. Additional visits are not included.

HWC Engineering can be leveraged to understand how utilities feed the site, understand site disturbance, storm water detention, flood plain/drainage considerations, and pedestrian access. They will also coordinate against readily available utility

information. Detailed services include:

- 1) Site visit to review area, confirm utilities
- 2) Utility coordination with Architect & MEP Consultants
- 3) Location improvements permit application preparation and submission to City of Madison
- 4) Construction in floodway permit application and submission to Indiana DNR

DELIVERABLES

The team will provide the following:

- 1) Bi-Weekly update reports over the phone with e-mail summary to follow through the design and construction phases
- 2) Two full team “page turn” meetings, at 60% complete and 90% complete drawing stages.
- 3) Stamped, signed construction documents from all disciplines for use in permitting and bidding by general contractors:
 - a. Structural framing plans, repair plans, and detail sheets
 - b. Civil grading plan
 - c. M/E/P plans and detail sheets
 - d. Architectural plans, sections, and elevations

The following assumptions have been made in developing this proposal:

- 1) There are no LEED requirements.
- 2) Building Information Modeling (BIM): KPFF will be using the 3-Dimensional Autodesk Revit Software, Revit 2020, for the coordination and development a model for this project.
- 3) Production of As-Built drawings is excluded from this scope but can be provided for an additional service.
- 4) A calculation package for structural design is not required.
- 5) Any value engineering (VE) efforts are not included in the above scope and can be provided for an additional service.

CONSTRUCTION ADMINISTRATION

- **Construction Administration** - construction administration and observation for site work and contract administration through the completion of the project as requested by the City. Site visits shall be at intervals appropriate to the stage of installation, or as otherwise directed by the City, to observe

the progress and quality of work and to determine, in general, if the site work is proceeding in accordance with the Contract Documents. Bi-weekly meetings with the selected Contractor but not be required to make daily on-site inspections to observe the quality of the site work. Keeping the City informed of the progress through document observation in written field reports, address Contractor questions, approve specified material samples, and review tagged plant material. Preparing a punch list for the site work portion of the project at the end of construction.

SERVICES NOT INCLUDED IN THIS AGREEMENT

Several additional services may be required in order for CWC to complete the scope of services outlined above. These services shall be considered additional services and are not included in CWC's scope of service or fee. If these services are required, CWC will provide a fee to the City for approval prior to initiating any work on the additional services.

Additional services may include:

- **Geotechnical-** A geotechnical evaluation will be needed to determine the structural integrity of the soils and subsurface which all of the structural information for future work (foundations etc.) shall be based.
- **Environmental/Cultural Review or Services-** It is assumed that all environmental requirements have been completed for the project. If, during the design or construction process, it is identified that additional environmental review or documentation will be required, this work shall be considered additional services.
- **Design of Utility Relocations to the Site-** CWC shall not be responsible for the design of any utility relocations required to provide utility services to the site.

ATTACHMENT B SCHEDULE

CWC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

- It is noted that the project schedule is contingent on the release of OCRA funds and their Grant Award Schedule.
- It is anticipated that the services identified in this scope of services can be completed within eight months of a Notice to Proceed. Final schedule to be determined upon negotiations with Owner representatives.

CRYSTAL BEACH SCHEDULE

July 16, 2020

Quarter TASK	2nd QTR 2020			3rd QTR 2020			4th QTR 2020			1st QTR 2021			2nd QTR 2021		
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
DESIGN & CONSTRUCTION DOCUMENTS															
Schematic Design Package (30% Drawings)															
Design Development (60% Drawings)															
Construction Documents (90% Drawings)															
Bid Documents (100% Drawings & Contract Documents)															
BIDDING & PERMITTING															
Permitting (DNR - Floodway)															
Advertise to Bid															
Pre-Bid Meeting															
Bid Opening															
Bid Award															
Negotiate contract															
CONSTRUCTION															
Pre-Con Meeting															
Construction															
Punch List															
Pool Open															

**ATTACHMENT C
COMPENSATION**

1. In return for the performance of the foregoing obligations, OWNER shall pay to CWC a not to exceed, lump sum amount of \$(133,980) payable to the terms of this agreement and billed on an hourly not to exceed basis. The total compensation includes all labor.
2. This compensation shall be broken down as follows:
 - PHASE 1 – Schematic Design (30% Drawings) - \$5,280
 - PHASE 2 – Design Development (60% Drawings) - \$51,700
 - PHASE 3 – Construction Documents (90% Drawings) - \$22,000
 - PHASE 4 – Bid Documents (100% Drawing Set) - \$16,500
 - PHASE 5 – Construction Administration \$38,500
3. Compensation for Additional Services (if any) shall be paid by OWNER to CWC according to the following terms:
 - If there are changes to the scope of work or fee, CWC will present a detailed proposal for those additional work items prior to the commencement of the work. Additional Services must be executed by both parties prior to commencing with work.

2020 Reimbursable Expenses

4. Reimbursable expenses are in addition to the fees for BASIC services and include actual expenditures made by CWC in the interest of the project. Reimbursable expenses include, but are not limited to messenger and delivery services, reproduction for other than in-house check prints, CAD plotting, long distance telephone charges, meals, lodging, and travel beyond what is noted in the scope of work. Reimbursable expenses are separate from our fees and will be billed at our cost. Expenses shall be invoiced at CWC's actual costs.

HOURLY RATE SCHEDULE

PRINCIPAL-IN-CHARGE	\$190.00
SENIOR LEVEL PROFESSIONAL	\$165.00
PROJECT MANAGER	\$150.00
PROJECT ENGINEER	\$135.00
STRUCTURAL DESIGNER	\$115.00
BIM MODELER	\$100.00
ADMINISTRATIVE/SECRETARY	\$75.00

ATTACHMENT D
OWNER'S RESPONSIBILITIES

OWNER shall perform and provide the following in a timely manner so as not to delay the Services of CWC, and CWC may rely on the accuracy and completeness of the following:

1. Authorize CWC in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CWC's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project. OWNER shall provide all survey data as outlined in Attachment E.
3. Designate a person to act as OWNER'S representative, such person to have complete authority to transmit instructions, receive information, and interpret and define OWNER'S decisions with respect to CWC's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CWC's Services.
5. Obtain, arrange, and pay for all surveys, advertisements for bids, permits, licenses, easements, rights-of- way, and access necessary for the performance of CWC's Services.
6. Make OWNER'S facilities available to CWC as required for performance of the Services under this Agreement.
7. Require all construction contracts to include provisions requiring Contractors to indemnify OWNER and CWC and requiring Contractors to name OWNER and CWC as Additional Insureds on Contractors' liability insurance policies.
8. Give prompt written notice to CWC whenever OWNER becomes aware of any development that does or may affect the scope or timing of CWC's Services, or any defect in the Services of CWC or its subconsultants, or the work of construction Contractors.
9. Advise CWC of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the Project.
10. Furnish the services of a geotechnical engineer, whose services shall include, without limitation, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests.

Unless otherwise provided in this Agreement, OWNER shall bear all costs incident to compliance with the above items.

ATTACHMENT E
SURVEY SERVICES PROVIDED BY OWNER

This outlines the scope of services anticipated for the surveying work being performed by a separate Contractor (SURVEYOR) hired by the Owner. This scope represents the expectations for the survey that will serve as the basis for the Crystal Beach and Georgetown Parks:

SURVEY SCOPE

- A. Surveyor shall survey the project location and provide one set of original field notes and field survey data collected via electronic media. Surveyor shall obtain state plane / ground coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. Surveyor's work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12). If there is any conflict between I.C. 25- 21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
 - a. I.C. 25-21.5,
 - b. 865 I.A.C. 1-12, and
 - c. Survey Manual
- B. Electronic files including the following shall be prepared and submitted by Surveyor as directed by Owner:
 - a. Finished plan view of topographic and boundary survey in AutoCAD .dwg format
 - b. 1-foot contours in AutoCAD .dwg format
 - c. TIN used to create contours as derived from Civil 3D in .xml format
 - d. Electronic points file in .txt or .xml coordinate format.
 - e. Boundary Survey Plat in .pdf format.
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the boundary survey and the survey book submitted. In addition, Surveyor shall complete the field survey as summarized below and as directed by the Owner.
- D. The project area to be field surveyed is depicted in **Survey Project Boundaries** and described as follows:
- E. Survey of approximately 7 parcels owned by the City of Madison. Survey will extend 10 feet beyond the property line of those properties owned by the City. Along streets, the survey will extend to the edge of pavement on the opposite side of the road.
- F. Total overall survey includes an area of approximately 2.38 acres for Crystal Beach, mostly owned by the City of Madison.
- G. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include

parcel number, property owner's name, mailing address and property location. Surveyor shall provide a listing of all property information, deeds, plats, and maps.

- H. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Owner prior to distribution.
- I. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. A local ground coordinate system will be established and tied to the West Zone of the Indiana State Plane Coordinate System.
- J. Locate NGS, IDNR, or INDOT benchmarks and transfer elevation to the site. Elevations will be relative to the North American Vertical Datum of 1988 (NAVD88). Set temporary benchmarks within the project limits such that elevation datum can be re-established during construction.
- K. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or reestablished to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- L. Plot right-of-way, easements, and property lines based on observed physical evidence and record documents acquired from local government agencies.
- M. Coordinate with all utility companies to locate and mark their utilities in field. Surveyor shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). Surveyor shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, Surveyor shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- N. Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees identified by size.
- O. Take cross sections approximately every 50 feet across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- P. Acquire spot elevations in a 50-foot grid pattern throughout the project area outside of the limits of the public roadways defined above.
- Q. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- R. Provide a listing of all symbols, notations and legends used in the field survey. Surveyor

shall furnish a hard copy together with all field survey information collected on electronic media. Surveyor shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. Surveyor shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. Surveyor shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

- S. Prepare and record a boundary survey plat of the subject properties. Parcels included as part of the boundary survey plat are those owned by the City of Madison.

Items to be supplied to CWC as part of Survey Task:

- A. Access to City properties and right-of-entry onto those properties included in the project area, but not owned by the City.

Survey Project Boundaries:



— Boundary Survey Limits

— Topo Survey Limits



North
Not to Scale

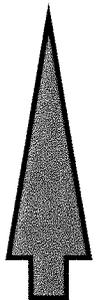
ATTACHMENT F
Project Site Area



21
Crystal Beach Park,
Madison, Indiana

CWC Latitudes LLC

North
Not to Scale



ATTACHMENT G
FEDERAL AND STATE THIRD-PARTY
CONTRACT PROVISIONS
CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for

securing compliance.

- J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of

Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

- D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies; and/or,
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish

certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Non-segregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit: Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- B. If any litigation, claim, negotiation, audits or other action is started before the expiration of the five- year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- C. Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- D. When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.
- E. The five-year retention period starts from the date of issuance of a “Certification of Completion” respective to the grant by the Indiana Office of Community and Rural Affairs.
- F. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.
- G. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
- H. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency

that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
- B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
 - b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
 - c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
 - d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.
- 24. Compliance with Copeland "Anti-Kick Back" Act:**
In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.
- 25. Compliance with Davis-Bacon Act:**
In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.
- 26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:**
In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.
- 27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):**
In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations

prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

USE AGREEMENT

This agreement (this "Agreement") is entered into this _____ day of _____, 2020, by and between the City of Madison, Indiana ("City"), Indiana Kentucky Electric Corp. ("IKEC") and Egg-Weales, LLC dba River Chase Golf Course ("River Chase").

Recitals

WHEREAS, the City supports the Madison Sport Court initiative to renovate tennis courts located at 1253 W. Main Street, Madison, Indiana (the "Madison Sport Courts") for city residents to use for tennis, pickleball and other activities.

WHEREAS, the City has previously agreed to provide funds, upgrade facilities associated with and perform maintenance of Madison Sport Courts in that it is in the best interests of the community and residents to allow the renovation of the tennis courts.

WHEREAS, the City is desirous of ensuring the city residents access and use of the Madison Sport Courts and the driveway/entrance, structures related to Madison Sport Courts, restrooms within the golf club house and parking lot (collectively, the "Related Facilities").

WHEREAS, the City is desirous of receiving access to the property or land associated with the Madison Sport Courts project.

WHEREAS, IKEC is the owner of the property where the Madison Sport Courts are located.

WHEREAS, IKEC wishes to allow the City and city residents access and use of the Madison Sport Courts and Related Facilities.

WHEREAS, River Chase leases the property on which the Madison Sport Courts and Related Facilities are located from IKEC.

WHEREAS, River Chase wishes to allow the City and city residents access and use of the Madison Sport Courts, driveway/entrance, structures related to Madison Sport Court, restrooms within the club house and parking lot and Related Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Access

The City and the city residents may access the property located at 1253 W. Main Street, Madison, Indiana in order to use the Madison Sport Courts and Related Facilities.

2. Use

The City and the city residents may use the Madison Sport Courts and Related Facilities in accordance with governmental laws, ordinances and regulations applicable to the use of the Madison Sport Courts and Related Facilities and all safety and maintenance rules and procedures of River Chase from time to time in place provided that a copy of such procedures has been provided to the City.

3. Term

The initial term of this Agreement shall be through December 31, 2025 (the “Initial Term”). Following the Initial Term, the City shall have the option to extend the term of this Agreement from December 31, 2025 through December 31, 2030 (the “Extended Term”) by providing notice to IKEC and River Chase no later than six (6) months prior to the end of the Initial Term. Any renewal terms after the Extended Term shall be mutually agreed by the City, River Chase and IKEC (the Initial Term, the Extended Term and any further renewal term collectively, the “Term”). At any time during the Term, either the City or IKEC may terminate this agreement upon delivery of written notice to the other parties hereto at least six (6) months prior to the proposed date of termination.

4. City

The City agrees to upgrade and maintain the facilities associated with the Madison Sport Courts at the City's expense.

5. Insurance

The City shall be responsible for maintaining general liability insurance and property insurance with the appropriate endorsements for flood and other damage and such liability insurance shall name IKEC and River Chase and their respective affiliates as additional insureds.

6. Electric Bill

The City shall be responsible for the electric bill following the completion of the Madison Sport Courts project, determined based on a new electric meter to be installed by IKEC.

7. Indemnity.

Neither IKEC and Egg-Weales, LLC shall be liable to the City or the City's employees, agents, or visitors or other person whomsoever, for any injury to person or damage to property on or about the Madison Sports Courts caused by the negligence or misconduct of the City, its agents, servants, or employees, or of any other person entering upon the premises under express or implied invitation of the City, except for, in the case of IKEC, injuries caused by or resulting from the negligence or intentional acts or omissions of IKEC, its officers, agents and employees and in the case of River Chase, injuries caused by or resulting from the negligence or intentional acts or omissions of River Chase, its officers, agents and employees. The City shall be liable to the extent the insurance coverage referred to in Section 5 is insufficient.

8. Waiver or Modification

Any waiver, alteration, or modification of any provision of this agreement, or cancellation or replacement of this agreement, shall not be valid unless in writing and signed by the parties.

9. Right of First Offer.

If IKEC desires to sell the property on which the Madison Sport Courts are located to a third party, IKEC agrees to first offer to sell such property to the City. IKEC shall notify the City of its intent to sell the property and promptly after receipt of such notice, the City and IKEC will engage in good faith negotiations for at least 30 days (or such shorter period as the parties may agree) to discuss the terms of any sale. If the City determines to purchase the property, the City must provide IKEC with a binding written offer before the end of such 30 day (or shorter) period. If the City provides a binding offer, IKEC will have 30 days to accept or reject such offer. If IKEC rejects such offer or no binding offer was made by the City, then IKEC will have up to 9 months to sell the property on terms no less favorable to IKEC than the City's binding offer (or if no binding offer was made, on any terms).

10. Entire Agreement

This agreement contains the entire agreement between the parties.

Dated the day and year first above written.

INDIANA KENTUCKY ELECTRIC CORP.

Justin Cooper, Chief Financial Officer

EGG-WEALES, LLC dba RIVER CHASE
GOLF COURSE

Jeff Weales, President

CITY OF MADISON, INDIANA

Bob Courtney, Mayor

Attest:

Rick Berry, Clerk-Treasurer



Schedule

ACTIVE Net - Service Package Standard 5	Service	controls) • remote user testing • LMS training • remote supplemental training • remote Go Live preparation • remote go live support • remote hardware configuration • remote system optimization training	1	11,317.00	0.00	11,317.00
The scope of Services is contained to the 5 functionalities of choice.						
50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.						
50% of total Service costs due no later than December 1, 2020						
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		3.00	
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1		0.50	
ACTIVE Net - Support Standard Package	Maintenance	Support package for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		0.00	
ACTIVE Net - Technical Services: ACH Remittance	Service	ACTIVE Net Technical Services: ACH Remittance consists of the following Services: • remote configuration, testing & training	1		0.00	
ACTIVE Net - Technical Services: Financial Export	Service	ACTIVE Net Technical Services: Financial Export consists of the following Services: • remote configuration, testing & training	1	700.00	0.00	700.00
				Total Price		USD 18,840.00
Hardware Total		1,840.00	SaaS Total			4,983.00
Service Total		12,017.00	Annual Projected Contract Value			USD 8,381.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information



Schedule

Client

Signature:

Name:

Title:

Date:

PO# (if applicable):

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Madison, IN	ADDRESS:	100 Broadway Madison, IN 47250
CONTACT NAME:	Seth Pennington	TELEPHONE:	812-493-5041
EMAIL:	parksdirector@madison-in.gov		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Active Network, LLC
 717 N Harwood Street, Suite 2500, Dallas, TX 75201
 Telephone: (469) 291-0300

Products and Services General Terms

Your relationship with Active and your use of Active's products and services (including your licensing of Active's SaaS and/or Desktop Software, your use of Services, and/or your purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in [Section 7](#) below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, you (referred to herein as "**Client**") must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active in the user interface for any Product; (b) where a link to this Agreement appears in an order form, Schedule, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), you understand and agree that Active will treat your use of the Products as acceptance of this Agreement from that point onwards. You may not use the Products and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products. You may not use the Products if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of Software and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Products or functionality. Except as otherwise provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security

measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes.

3.3. Enforcement. Client will (a) ensure that all users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Intellectual Property Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon Active's proprietary Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The term of this Agreement will be set forth in the applicable Product Attachment.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if

the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

6.1. U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Except as provided in an applicable Product Attachment, Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3, 4, 5, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or

on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13 Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.14 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment (as applicable) will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule.

6.15 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

"Active" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, together with its Affiliates, or, if your principal place of business is in Canada, Active Network Ltd., with a principal place of business at 2925 Virtual Way, Unit 310, Vancouver BC V5M 4X5.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"Desktop Software" means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products, as may be updated from time to time, such handbook being available for review in the Client portal, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this [Section 2](#). Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs. Client expressly understands and agrees that the exclusivity set forth in this [Section 2.2](#) is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Active may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Active is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Active may, upon at least 5 business days' prior written notice, (i) require Client to send to Active Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. INDEMNIFICATION. Client will defend, indemnify, and hold Active harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Active's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 5 years from the Effective Date with automatic renewals for 3 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 12 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6.3. Notwithstanding the termination or expiration of this Product Attachment or the Agreement under any circumstance other than in the event of Active's material, uncured breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Services and SaaS for all of Client's Events for which registration begins during the term of this Product Attachment until the Event occurs.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "Change of Control").

7.3. Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The "Liquidated Damage Amount" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current term, minus the amount of revenue already paid to Active during the then-current term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.



Schedule

Company Address 717 North Harwood Drive, Suite 2500
 Dallas, TX 75201
 US

Created Date 7/28/2020
 Quote Number 00116475
 Expiration Date 8/31/2020
 Currency USD

Prepared By Brianna P. Kelly
 Email briannap.kelly@activenetwork.com

Contact Name Seth Pennington
 Phone 8124935041
 Email parksdirector@madison-in.gov

Bill To Name City of Madison, Indiana
 Bill To Contact Seth Pennington
 Bill To Address 100 Broadway
 Madison, IN 47250 United States

Ship To Contact Seth Pennington
 Ship To Address 100 Broadway
 Madison, IN 47250 United States

Product	Product Type	Description	Quantity	Sales Price	Fee %	Total Price
ACTIVE Net - (credit card refunds - flat fee)	SaaS		1	0.10	0.00	
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1		0.00	
ACTIVE Net - Annual Subscription Fee	SaaS	100 % of Annual Subscription fee due upon service initiation	1	4,983.00		4,983.00
ACTIVE Net - Functionality: Activity Registration	SaaS		1		0.00	
ACTIVE Net - Functionality: Equipment Lending & POS	SaaS		1		0.00	
ACTIVE Net - Functionality: Facility Reservation	SaaS		1		0.00	
ACTIVE Net - Functionality: League Scheduling	SaaS		1		0.00	
ACTIVE Net - Functionality: Memberships	SaaS		1		0.00	
ACTIVE Net - IPP320 Debit Pin Pad	Hardware		4	460.00	0.00	1,840.00
ACTIVE Net - Public Interface - Online Transaction Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1		3.00	
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS		1		0.00	
ACTIVE Net - SaaS					0.00	
		ACTIVE Net Service Package STANDARD 5 consists of the following Services:				
		• remote business process review				
		• remote functionality review & data collection preparation				
		• remote data collection review				
		• remote data entry (system inventory and policy)				



ACTIVE Net Statement of Work

City of Madison, IN (Standard 5)

SCOPE

Project Overview

The City of Madison, IN will be implementing the following selected ACTIVE Net modules:

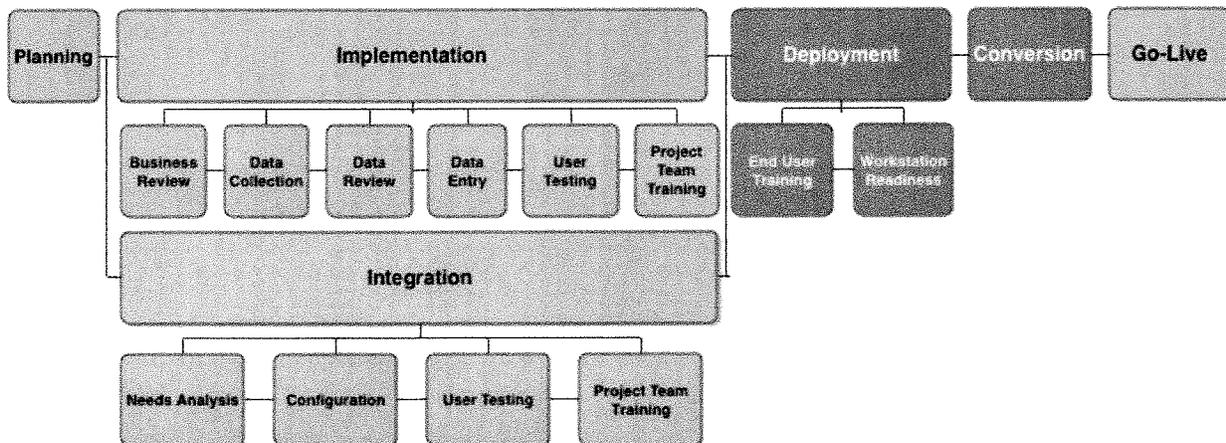
- Facility Reservations
- Activity Registrations
- Memberships
- Daycare
- Camps
- POS & Equipment Lending
- Private Lessons
- League Scheduling
- Lockers

As part of the implementation we will be completing the following technical tasks:

- Brochure Export
- Financial Export
- Refund Export
- GIS Import
- Customer Import
- 3rd Party Data Conversion – Customers and Memberships
- Class Data Conversion – Customers and Memberships
- Credit/Debit PIN Pad Configuration
- Membership Entry Point Configuration
- Lighting Integration
- Technical Services - API

This section outlines the overall approach of an ACTIVE Net project. The project is broken into phases. The following is a brief description of each phase of the Active Network methodology.

- **Project Planning** – plan the implementation, analyze business needs, and define configuration requirements
- **Implementation** – configure ACTIVE Net and train the project team on system operations
- **Deployment** – ensure workstations and staff are able to use ACTIVE Net
- **Conversion** – populate ACTIVE Net with ongoing transactional data from the legacy system
- **Go Live** – conduct day-to-day operations using ACTIVE Net



Each phase is broken into stages. Each phase includes an overview, objectives, inputs, tasks and deliverables. The phases are organized into their appropriate stages and listed below

- **Project Planning**
 - Project Launch/Scheduling
 - Business Review
- **Implementation**
 - Data Collection
 - Data Review
 - Data Entry
 - User Testing
 - Training (LMS Train the Trainer)
 - Training Plan Development
- **Deployment**
 - Workstation Readiness
 - End User Training
 - Technical Tasks
- **Go Live Conversion**
 - Planning
 - Data Entry
- **Go Live**
 - Go-Live Preparation
 - Go-Live
 - Post Go-Live System Optimization

PROJECT PLANNING

Project Launch/Scheduling

Objectives for the Project Launch/Scheduling stage are:

- Gain an understanding of required project roles
- Gain an understanding of the project life cycle
- Establish a tentative project schedule
- Reserve Active and Customer resources
- Prepare for the Business Process Review

Inputs for the Project Launch/Scheduling stage are:

- | | |
|--|-------------|
| • Active Resource Availability | ACTIVE |
| • Customer Project Resource Availability | Customer PM |
| • Project Planning Guide | ACTIVE |
| • Data Assessment Sheet (blank) | ACTIVE |
| • Deliver Accounting Manual | ACTIVE |
| • ACTIVE Net Look and Feel Guide | ACTIVE |
| • Technical Statement of Works (SOW's) | ACTIVE |

Tasks for the Project Launch/Scheduling stage are:

- Review ACTIVE project roles and responsibilities
- Review your organizations required project roles and responsibilities
- Review ACTIVE Net's project lifecycle
- Review project schedule options
- Review Basecamp use
- Distribute the Data Assessment Sheets and other documents

Deliverables for the Project Launch/Scheduling stage are:

- | | |
|---|--------------------------|
| • Project schedule | ACTIVE |
| • Active Project team assignments | ACTIVE |
| • Customer project team assignments | Customer PM |
| • Complete Data Assessment Sheet | Customer SME |
| • Review Accounting Manual | Customer Accounting Team |
| • Review Technical SOW's | Customer Technical Team |
| • Review Recommended Settings document | Customer Technical Team |
| • Booking the Business Review meeting room | Customer PM |
| • Setup Basecamp instance and provide login credentials | ACTIVE |

Business Review

Objectives for the Business Review stage are:

- Understand your project goals
- Understand your business policies and procedures
- Understand your product and service offerings and establish a data collection strategy
- Understand your IT infrastructure
- Understand your accounting needs
- Identify project risks
- Finalize project schedule and go live date

Inputs for the Business Review stage are:

- | | |
|--|--------------------------|
| • Completed data assessment sheet | Customer SME |
| • Reviewed Accounting Manual | Customer Accounting Team |
| • General Data Collection Sheet (Blank) | ACTIVE |
| • Provide images and waivers to Basecamp | Customer SME |

Tasks for the Business Review stage are:

- Review project goals
- Review the Data Assessment Sheet
- Review General Data Collection Sheet so that the Customer knows how to fill it out
- Discuss the other Data Collection Sheets at a high level
- Discuss accounting needs
- Review technical system requirements
- Discuss peripherals being used by the Customer
- Create a communication plan (for project team, Customer stakeholders, staff and customers)
- Maintain a Project Risk Log
- Review Active Learning Management System (LMS) and plan out courses for next sessions

Deliverables for the Business Review stage are:

- | | |
|---|---------------------|
| • Data Assessment Sheet (populated) | Customer SME/ACTIVE |
| • Data Collection Sheets (blank) | ACTIVE |
| • Project Risk Log | Customer PM |
| • Project Agenda for the remaining stages | ACTIVE |
| • Basecamp dates and tasks updated | ACTIVE |
| • LMS link and logins | ACTIVE |

IMPLEMENTATION

Data Collection

Objectives for the Data Collection stage are:

- Capture your organizations inventory of all product and services in a format for use during data entry
- Review/Overview of the ACTIVE Net modules to be used

Inputs for the Data Collection stage are:

- Provide maps to Basecamp Customer SME
- Data Collection Sheets (completed) Customer SME

Tasks for the Data Collection stage are:

- Populate the Data Assessment Sheets with inventory of all product and services.
- Complete assigned LMS courses prior to the sessions
- Determine who will enter the data (Active and/or the Customer)
- Demonstrate standard workflows of ACTIVE Net modules

Deliverables for the Data Collection stage are:

- Data Collection Sheets (Populated) Customer SME

Data Review

Objectives for the Data Review stage are:

- Ensure the Data Collection Sheets are complete and accurate
- Initial introduction to the ACTIVE Net application modules

Inputs for the Data Review stage are:

- Completed data assessment sheet Customer SME

Tasks for the Data Review stage are:

- Review the Data Collection Sheets for completeness
- Perform validation checks on data collection sheets
- Assign LMS courses to staff for testing phase

Deliverables for the Data Review stage are:

- Data Collection Sheets (Populated) Customer SME

Data Entry

Objectives for the Data Entry stage are:

- Configure and populate ACTIVE Net database in accordance to your business needs

Inputs for the Data Entry stage are:

- Completed data assessment sheet Customer SME

Tasks for the Data Entry stage are:

- Configure ACTIVE Net in conjunction with the Data Assessment Sheet

- Populate ACTIVE Net with product and services from the Data Collection Sheets. This is non customer/transaction data.
- Audit ACTIVE Net to ensure alignment with Data Collection Sheets

Deliverables for the Data Entry stage are:

- ACTIVE Net database (Configured and populated) ACTIVE

User Testing

Objectives for the User Testing stage are:

- Test the functional integrity of the system configuration against business cases
- Update configuration as needed

Inputs for the User Testing stage are:

- User testing templates ACTIVE
- Test cases and workflows to review Customer SME

Tasks for the User Testing stage are:

- Review front-desk transactions for each functional area in ACTIVE Net
- Review online transactions for each functional area in ACTIVE Net
- Review reports for each functional area in ACTIVE Net
- Review communication tools for each functional area in ACTIVE Net
- Determine mitigation strategies for each functional gap
- Update configuration in accordance with testing results
- End to end test of credit card processing and bank reconciliation

Deliverables from the User Testing stage are:

- ACTIVE Net (tested) Active and Customer SME
- Configuration is updated as needed Active and Customer SME
- Detailed review of ACTIVE Net modules Customer SME
- Updated test test cases Customer SME

Training (LMS Train the Trainer)

Objectives for the Training stage are:

- Introduce organization trainers to the Active on line LMS training tool
- Empower the project team to understand best practices for conducting end-user training
- Empower the project team with a strategy and tools to conduct end-user training.
- Create and update training material for the end users
- Create an end user training plan

Inputs for the Training stage are:

- Training Manual template and quick reference guides ACTIVE
- Provide list of Organization trainers Customer PM
- Training room booked and prepared Customer PM

Tasks for the Training stage are:

- Provide base training materials
- Trainers have completed the assigned LMS courses prior to the sessions
- Modify training manual in accordance with system usage
- Provide supplemental training session on workflows not covered in the LMS



ACTIVE Net Statement of Work

- Develop training plan for delivering end user staff training
- Secure resources to execute training plan

Deliverables for the Training stage are:

- Customized Training Manual
- Training Plan

Customer Trainers

Customer PM

DEPLOYMENT

Workstation Readiness

Objectives for the Workstation Readiness stage are:

- Ensure all workstations have access to ACTIVE Net
- Ensure all workstations designated to operate ACTIVE Net are configured with the appropriate 3rd party software
- Ensure all workstations designated to operate ACTIVE Net are configured with the appropriate hardware

Inputs for the Workstation Readiness stage are:

- | | |
|--|-------------|
| • Existing Peripheral Hardware List | Customer PM |
| • Additional Peripheral Hardware (if required) | ACTIVE |
| • System Requirements | ACTIVE |
| • Hardware Configuration Guides | ACTIVE |

Tasks for the Workstation Readiness stage are:

- Install, configure and test third party software required by ACTIVE Net
- Install, configure and test hardware required by ACTIVE Net
- Bookmark ACTIVE Net sites on workstations

Deliverables for the Workstation Readiness stage are:

- | | |
|---|-----------------------------|
| • Configure and test single workstation with peripherals | ACTIVE and Customer Desktop |
| • Configure and test remaining workstations and peripherals | Customer Desktop |

End User Training

Objectives for the End User Training stage are:

- Train system users on software operations
- Communicate software escalation procedures

Inputs for the End User Training stage are:

- | | |
|--|-------------------|
| • End user training guide | Customer Trainers |
| • Training plan | Customer Trainers |
| • Training rooms are booked and prepared | Customer PM |

Tasks for the End User Training stage are:

- Execute training plan

Deliverables for the End User Training stage are:

- | | |
|---------------------|-------------------|
| • All Staff trained | Customer Trainers |
|---------------------|-------------------|

Technical Tasks

The technical tasks will be done at the appropriate times throughout the project.

Objectives for the Technical Tasks stage are:

- Setup and test peripherals and pin pads
- Create and test financial export
- Setup the daily ACH remittance

Inputs for the Technical Tasks stage are:

- | | |
|--|------------------------|
| • Pin pads are ordered and delivered | ACTIVE and Customer PM |
| • Peripherals are gathered and attached to an AN workstation | Customer IT |
| • Technical SOW's | Active |
| • Review the technical SOW's | Customer IT |
| • Layout for the financial export | Customer Finance |
| • Banking information for Daily ACH | Customer Finance |

Tasks for the Technical task stage are:

- Review the technical SOW's
- Setup daily ACH to Customer
- Setup and test all pin pads
- Setup and test workstation peripherals
- Work with the Customer to define the financial export layout, create and test the export

Deliverables for the Technical Tasks stage include the completion of the tasks listed above.

GO LIVE CONVERSION

Planning

Objectives for the Planning stages are:

- Identify type and scope of data to be manually entered into ACTIVE Net
- Identify resources
- Identify timelines

Inputs for the Planning stage are:

- Necessary data for entry is identified and qualified Customer SME's

Tasks for the Planning stage are:

- Review legacy system(s) for candidate data and determine scope of data for manual conversion
- Review staffing availability and determine resourcing
- Review project schedule and determine timeline

Deliverables for the Planning stage are:

- Data conversion plan Customer PM

Data Entry

Objectives for the Data Entry stage are:

- Populate ACTIVE Net with legacy data

Inputs for the Data Entry stage are:

- Completed data conversion plan Customer PM
- Lists of the necessary data to be input Customer SME's

Tasks for the Data Entry stage are:

- Execute data conversion plan
- Resources are booked
- Validate data conversion in ACTIVE Net

Deliverables from the Data Entry stage are:

- ACTIVE Net (populated) Customer SME's

GO-LIVE

Go-Live Preparation

Active Network consultants will conduct a meeting prior to go-live to confirm all tasks are complete and the system is ready to be the organization's true system of record.

Objectives for the Go-Live Preparation stage are:

- Ensure staff are competent in system use
- Ensure workstations are ready for system use
- Ensure data conversion is complete
- Ensure project team understands how to escalate issues to ACTIVE
- Ensure risks are captured and mitigation strategies are in place

Inputs for the Go-Live Preparation stage are:

- | | |
|-----------------------------|-------------|
| • Prior stages are complete | Customer PM |
| • ACTIVE Support handbook | ACTIVE |
| • Go-Live Checklist | ACTIVE |

Tasks for the Go-Live Preparation stage are:

- Review and validate staff training
- Review and validate workstation readiness
- Review and validate data conversion completeness
- Review Active Support policy and communication channels
- Handoff call with Active support team.
- Complete Go-Live checklist

Deliverables for the Go-Live Preparation stage are:

- | | |
|-------------------------|-------------|
| • Go-Live check list | ACTIVE |
| • Customer Support plan | Customer PM |
| • Go-Live plan | Customer PM |

Go-Live

Go-Live is the day that ACTIVE Net becomes the system of record for your organization.

Objectives for Go-Live stage are:

- Help with any issues or configuration questions

Inputs for the Go-Live stage are:

- | | |
|----------------|-------------|
| • Go-Live plan | Customer PM |
|----------------|-------------|

Tasks for the Go-Live stage are:

- All prior stages are complete

Deliverables for the Go-Live stage are:

- | | |
|--------------------------------------|-------------|
| • Online payments are enabled | Customer PM |
| • End users processing in ACTIVE Net | Customer PM |

Post Go-Live System Optimization

Active Network consultants will conduct a meeting 2 to 3 weeks after go-live to review any questions or follow up configuration required.

Objectives for Post Go-Live Optimization stage are:

- Optimize usage of ACTIVE Net to perform front desk transactions and manage operations
- Optimize usage of ACTIVE Net to provide customers an online store

Inputs for the Post Go-Live Optimization stage are:

- List of questions, issues and topics Customer PM

Tasks for the Post Go-Live Optimization stage are:

- Session with the consultant

ASSUMPTIONS

- The services in this SOW are based upon the services listed in Quote 1 and the technical Services Quote attached in [Appendix A](#)
- Your organization will assign the below project roles and those individuals will be available as needed by the project schedule:
 - **Project Sponsor** – engages stakeholders; ensures buy-in from top-down.
 - **Project Manager** – coordinates with the ACTIVE Network Project Manager, procures resources, manages scope, schedule, quality and risk mitigation.
 - **System Administrator(s)** – manages, maintains and supports the ACTIVE Net system, trains end-users on an ongoing basis.
 - **Technical Representative(s)** – available “on call” during the lifespan of the software to assist with internet connectivity, database management, software upgrades, workstation and peripheral installations.
 - **Financial Representative(s)** – monitors ACTIVE Net accounting functionality, ensure transactions are posted correctly, and that financial data within ACTIVE Net is accurate and pertinent.
- Your organization will effectively lead project-related change management activities (creating materials and facilitating workshops).
- Your organization will provide the resources necessary to deliver implementation services (i.e. training room, internet access, computers, whiteboard).
- Your organization will perform work associated with each task within the allocated timeframe.

CONSTRAINTS

- Implementation services are limited to the services defined in the contract.
- The availability of ACTIVE resources for the execution of Project activities will be governed by the following factors:
 - Services delivery will be conducted and billed as per the payment milestones
 - Professional services must generally be booked 6 weeks in advance of engagement dates unless otherwise specified and are subject to availability.
 - The consultant will be available for a full 8 hours on any scheduled date. The consultant will try to answer emails/question between sessions but there is no guarantee that they will be able to do any work on the project between sessions. If it is deemed necessary to book additional time with the consultant a change request will be required.
 - Due to partial office closure, ACTIVE resources will not be available for project work between the dates of December 15 and 31.
- Implementation services are subject to our cancellation policy. ACTIVE Network requires that cancellation or rescheduling requests be submitted twenty-eight full calendar days prior to engagements. This provides sufficient time for resources to be allocated to alternative billable projects.

BILLING

This project will be billed with three milestone payments.

1. Milestone One. 100 % of Annual Subscription fee due upon service initiation
2. Milestone Two. 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.
3. Milestone Three. 50% of total Service costs due no later than December 1, 2020

Any peripherals that are not in the quote should be budgeted.

OUT OF SCOPE

- Software development
- End user training
- Custom Documentation
- ACTIVE Net Modules not included in the signed contract/quote
- ACTIVE Net Technical Services not included in the signed contract/quote

PROJECT TIMELINE/DURATIONS

Until the contract is completed specific dates cannot be determined. Active will assign resources upon initial engagement of the project (Project Launch). The actual dates will also depend on Customer resource availability and other factors (holidays, registration dates, etc.)

Below is the typical duration of the phases of the project and can be used as a baseline. The specific schedule will be determined during the project launch session.

The technical tasks are worked on throughout the project and for this planning will not affect the duration below.

Schedule		
Initiation	Project Launch	Project Launch
Week 1	Business Process Review	Remote
Week 2	Module 1&2 Review & Data Collection Preparation	Remote
Week 3	Module 3,4&5 Review & Data Collection Preparation	Remote
Week 4	Module 1&2 Data Collection Review	Remote
Week 5	Module 3,4&5 Data Collection Review	Remote
Week 6	Module 1&2 User Testing	Remote
Week 7	Module 3,4&5 User Testing	Remote
Week 8	Module ALL User Testing	Remote
Week 9	Module 1&2 Training	Remote
Week 10	Module 3&4 Training	Remote
Week 11	Module 5 & System Training	Remote
Week 12	Go Live Prep	Remote