AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH SPECTRUM FOR MONTHLY SERVICES.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, THAT:

SECTION 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the Village of Innsbrook, Missouri.

SECTION 2. The Village of Innsbrook Chairman and the Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Innsbrook, Missouri, and to affix the municipal seal thereto and attest the same.

Said Bill was passed and approved this 8th day of July, 2025, by the Board of Trustees of the Village of Innsbrook, Missouri after having been read by title or in full two times prior to passage.

Cynthia Bowers, Chairman

Board of Trustees

ATTEST:

Karen Denson Village Clerk



Spectrum Contact Information

Contact: Lea Anne Albers Telephone: (314) 858-3563

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

| Email: leaanne.albers@charter.com | | | | |
|---|----------------|----------|-----------------------|---|
| | | | | |
| Customer Information | | | | |
| Customer Name | | | Order# | |
| Village of Innsbrook | | | 14888137 | |
| Address 13600 Hwy M Wright City MO 63390 | | | | |
| Telephone | | Email; | | |
| (636) 745-8844 | | c.bowers | voi@gmail.com | |
| Contact Name | Telephone | | Email: | |
| Cindy Bower | (636) 745-8844 | | c.bowersvoi@gmail.com | ٠ |
| Dilia Addasa | <u> </u> | | | |
| Billing Address 13600 Hwy M Wright City MO 63390 | | | | |
| Billing Contact Name | Telephone | | Email: | |

| NEW AND REVISED SERVICES AT 13600 | Hwy M , Wright | city MO 63 | 390 | |
|-----------------------------------|----------------|------------|-----------------------------------|---|
| Service Description | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
| Enterprise Internet 100Mbps | 12 Months | 1 | \$150.00 | \$150.00 |
| TOTAL* | | | | \$150.00 |

| ONE TIME CHARGE(S) AT 13600 Hwy M , V | Wright City MO 63 | 390 | |
|---------------------------------------|-------------------|-----------------------|--------------------------------|
| Service Description | Quantity | One Time Charge(s) | Total One Time Charge(s) |
| Enterprise Internet Install | 1 | \$100.00 | \$100.00 |
| TOTAL* | | | \$100.00 |





- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
- 2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
- 3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

| CUSTOMER SIGNATURE | |
|-----------------------------------|--|
| Signature: Cyphia Cowers | |
| Printed Name: Cynthia Bowers | |
| Title: Chairman Board of Trustees | |
| Date: | |



SPECTRUM BUSINESS

AGREEMENT FOR ENTERPRISE SERVICES

The customer identified below ("<u>Customer</u>") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or subsequent URL) ("<u>Terms of Service</u>"),which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "<u>Service Order</u>"), which together with this document constitute the "<u>Service Agreement</u>" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("<u>Spectrum</u>").

| Customer Information | | | | |
|--|---------------------------|----------------------|-------------------------|---------------|
| Customer Name (Exact Legal N Village of Innsbrook | ame): | | | |
| Street Address: 13600 Hwy M | Suite: | City: Wright City | State: MO | Zip: 63390 |
| Customer's Main Tel. No.: (636) 745-8844 | | | | · · |
| Customer Contact Name: Cindy Bower | E-mail: c.bowersvoi@gn | nail.com | Tel No: (636) 745-88 | 44 |
| Billing Address: 13600 Hwy M | Suite: | City: Wright City | State: MO | Zip: 63390 |
| Billing Contact Name: | E-mail: | | Tel No: | |

Agreement

Spectrum Sales Contact Information
Spectrum Account Executive: Lea Anne Albers

Email: leaanne.albers@charter.com

Office: (314) 858-3563 Mobile: (314) 803-5459

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

| Authorized Signature for Customer | |
|-----------------------------------|--|
| Customer: Village of Innsbrook | |
| By: Cynthia Bowers | |
| Name: Cindy Bower Cynthia Bowers | |
| Title: | |
| Date: | |

Spectrum Business – for enterprise Services pre-service installation guide



Welcome, and thank you for choosing Spectrum Business. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

Client project milestones

Spectrum Business project milestones

Sign service order.

If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.

Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.



Sales team submits signed service order to Order Management team.



Internal teams gather any additional information that's required to finalize your order.



Dedicated project manager contacts you to discuss next steps.

Spectrum Business pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

(1) si

Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2

Finalize order

Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.

If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.

Connect w

Connect with project manager

As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.

You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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enterprise.spectrum.com



CUSTOMER POINT OF CONTACT INFORMATION

| Spectrum Business Point of Contact Information Sheet | What?: This sheet is to facilitate the expeditious fulfillment of your order with Spectrum Business. Why?: Completion of this form will assist with accurate and timely installation times and construc How?: Please provide a Local and/or Technical contact for your Service Location(s). | the expeditious ful will assist with accu d/or Technical cont | fillment of your order w rate and timely installat act for your Service Loc | peditious fulfillment of your order with Spectrum Business. ist with accurate and timely installation times and construction achnical contact for your Service Location(s). | Is site specific contact info needed? | |
|--|---|---|---|---|---|----------------------------|
| Charter Contact (Sales) | Lea Anne Albers | | Service Order Number: | 06522970 | Do all sites share one contact? | |
| | Local Site Contact Information: The Local contact at the Service Location must be available: | The Local contact a | t the Service Location | Technical Contact Information (ie. Phone/Data Vendor): The Technical contact at the Service Location must be able: | i (ie. Phone/Data Vendo I must be able: | r): The Technical |
| Service Location | To provide access to the technician during the arrival window. To be available throughout the installation to answer any questions the technician may have. | technician during to but the installation to may have. | cian during the arrival window. installation to answer any ave. | To coordinate with our Spectrum Proje To work with our network design team | To coordinate with our Spectrum Project Manager To work with our network design team | |
| | To confirm the service is operational.Local Contact may be same as Techni | operational. me as Technical, ple | tional. Technical, please indicate if so. | To rate your installation experience. Technical Contact may be same as L | io rate your installation experience. Technical Contact may be same as Local, please indicate if so. | indicate if so. |
| Street Address | Site Contact Name | Site Contact Phone Number | Site Contact Email | Technical Contact Name | Technical Contact Phone Number | Technical Contact Email |
| 13600 Hwy M , Wright City MO 63390 | | | | | | |
| | | | | | | |
| | | | | | | |

Confidential



Spectrum Business

Service Level Agreement for Enterprise Services: Enterprise Internet

This Service Level Agreement ("SLA") for Enterprise Internet (referred to herein as "El" or the "Service") is a part of, and hereby incorporated by reference into the Spectrum Business ("Spectrum") Agreement for Enterprise Services (including the terms and conditions, attachments, and Service Orders described therein, the "Service Agreement"). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services ("SLA Targets") are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

| Priority | Criteria |
|------------|--|
| Priority 1 | Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service (each a "Priority 1 Outage") |
| Priority 2 | Service Degradation where Customer is able to use the Service |
| Priority 3 | A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry |

As used in this SLA, the following terms have the meanings assigned below:

"Service Disruption" is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer's connection at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer's use of the Service is impacted.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for El Service

apply. Subject to change without notice.

| Service | Mean Time To Restore |
|--------------|------------------------------------|
| Availability | ("MTTR") |
| 99.9% | Priority 1 Outages: within 6 hours |



The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.9% Service Availability Target.

| D | owntime Table | |
|------------------------------|-----------------------|------------------|
| Percentage by Days Per Month | Total Minutes / Month | Downtime Minutes |
| 99.9% for 31 Days | 44,640 | 44.6 |
| 99.9% for 30 Days | 43,200 | 43.2 |
| 99.9% for 29 Days | 41,760 | 41.8 |
| 99.9% for 28 Days | 40,320 | 40.3 |

SLA Targets are measured from Customer's Service Location to the location where Spectrum has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected El circuit or Service (the "Affected Service").

III. SLA Calculations

1. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage ("Downtime"), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

| Service Availability = | T <u>otal number of minutes in the calendar month - Downtime</u> Total number of minutes in a calendar month | x | 100 | |
|------------------------|--|---|-----|--|
|------------------------|--|---|-----|--|

2. Mean Time to Restore ("MTTR")

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages, calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

| Mean Time | Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month |
|--------------|---|
| to Restore = | Total number of Priority 1 Outage trouble tickets per Service in the calendar month |

IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges ("MRC") for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.



| Service Availability Credits | | |
|------------------------------|------------|----------------|
| Downtime | | Service Credit |
| > 43.2 minutes* | < 3 hours | 10% of MRC |
| ≥ 3 hours | < 6 hours | 20% of MRC |
| ≥ 6 hours | < 12 hours | 30% of MRC |
| ≥ 12 hours | < 24 hours | 40% of MRC |
| ≥ 24 hours | | 50% of MRC |

^{*}The Downtime value reflected in this cell is based on a 30 day month. This value is determined based on the Downtime minutes per the Downtime Table in Section II above. For example, in a 31 day month, this value will be 44.6 minutes.

| Mean Time To Restore ("MTTR") Credits | | |
|--|--------|--|
| MTTR > 6 hours | 30% of | |
| < 12 hours | MRC | |
| MTTR > 12 hours | 40% of | |
| WITE Z 12 Hours | MRC | |

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds six (6) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

apply. Subject to change without notice.

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



Certificate Of Completion

Envelope Id: 7930FDD4-D1AB-4600-AFC3-829477FB3EB7

Subject: Lea Anne Albers has requested your signature on a document(s)

Source Envelope:

Document Pages: 11

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator: Lea Anne Albers

Status: Delivered

leaanne.albers@charter.com

IP Address: 209.112.107.133

Sent: 7/1/2025 11:59:34 AM

Viewed: 7/2/2025 2:11:18 PM

Record Tracking

Status: Original

Holder: Lea Anne Albers

Location: DocuSign

Timestamp

7/1/2025 11:58:24 AM

Signature

leaanne.albers@charter.com

Signer Events

Cindy Bower

c.bowersvoi@gmail.com Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/2/2025 2:11:18 PM

ID: 7c25dbe5-8b89-43a5-b237-690d5f3b53be

Company Name: Spectrum

In Person Signer Events

Signature Timestamp

Timestamp Editor Delivery Events Status

Timestamp Agent Delivery Events Status

Timestamp Intermediary Delivery Events Status

Certified Delivery Events Status Timestamp

Status Timestamp **Carbon Copy Events**

Signature **Timestamp** Witness Events

Signature Timestamp **Notary Events**

Timestamps **Envelope Summary Events Status**

7/1/2025 11:59:34 AM **Envelope Sent** Hashed/Encrypted Security Checked 7/2/2025 2:11:18 PM Certified Delivered

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Charter Communications Operating, LLC ("Spectrum") may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the "sending party" by following the procedures outlined below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

Please provide your name, title, email, telephone, postal address and document title.

Withdraw Consent.

Please provide your name, title, email, date, telephone number and postal address.

Update Contact Information.

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with DocuSign

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. notify the "sending party" by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC ("Spectrum") as
 described above, you consent to receive exclusively through electronic means all notices,
 disclosures, authorizations, acknowledgements, and other documents that are required to
 be provided or made available to you by DocuSign during the course of your relationship
 with Charter Communications Operating, LLC ("Spectrum").