

Resolution 2026-R-11-A

A Resolution authorizing and ratifying an agreement with Innovative Sight & Sound LLC for the purchase and installation of audio-visual equipment at Ruffner Park Sports Complex

WHEREAS, the City Council of the City of Irondale approved Resolution 2026-R-11 on January 20, 2026; and

WHEREAS, the City Council desires to amend Resolution 2026-R-11 to reflect updated costs.

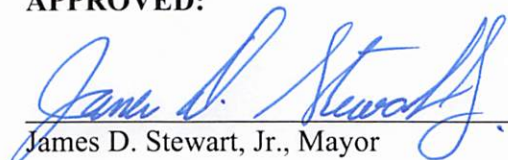
THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Innovative Sight & Sound LLC in an amount not to exceed Twenty-Three Thousand Eight Hundred Four and 17/100 Dollars (\$23,804.17) for the purchase and installation of audio visual equipment at the Ruffner Park Sports Complex. Such agreement is to be in substantially in the form attached hereto as Exhibit 1 and the signature of the Mayor's designee thereon is hereby ratified.

ADOPTED AND APPROVED: This 3rd day of February, 2026.



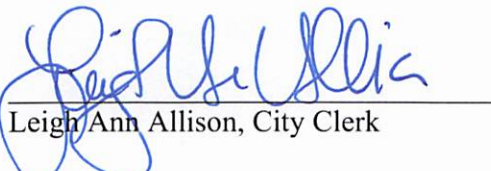
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on February 3, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit 1

Agreement

Ball Park Audio



Irondale Ball Park

301 Ruffner Road
Irondale, Alabama 35210
United States
rblankenship@cityofirondale.gov

Presented By
Innovative Sight & Sound LLC

Presented On
Jan 12, 2026

Version
2

Due to rapidly rising material and freight costs, the product pricing in this quote is only valid for 30 days from the time it is sent. If the contract is accepted, all product will be re-priced to then-current levels at the time of equipment deposit. If you prefer to lock in current pricing we will need any related equipment deposits prior to expiration of the 30-day window and we will warehouse the product for you until time of installation or, if you prefer, we will deliver the product to you upon receipt of shipments. Please notify us as soon as possible if you would like to lock in prices before expiration of the 30 days.

Project Description

We will Mount and install 6 speakers for use with music and a PA system to be used by the Ball Park at their discretion. The city will need an Ipad with a cellular connection to be able to play music through out the property. Upon acceptance of the proposal we will provide heat mapping of the audio from Yamaha as well as a Tutorial once the project is completed with any parties that wish to be present.

Summary

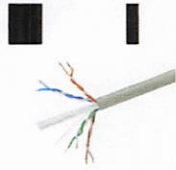
Prewire	\$1,227.50
Audio Source	\$254.99
Speakers	\$8,874.00
Amplifiers & Receivers	\$3,350.00
Network & WIFI	\$980.00
Integrated Control System	\$1,033.00
AV System	\$2,159.00
Microphone	\$5,254.98
Power & Surge Protection	\$477.99
Miscellaneous	\$192.71
Subtotal	\$23,804.17
Total Price	\$23,804.17

Locations

Ball Park

\$19,270.96

ITEM	QTY	UNIT PRICE	TOTAL
 <p>Distributed Audio - On-Wall Wiring for a pair of surface mount speakers</p>	3	\$60.00	\$180.00
 <p>Shure SLXD24D/N8SB--H55 Dual HH SYS W/N8SB MIC 514-558MHZ H55</p>	1	\$2,449.00	\$2,449.00
 <p>Binary B6-XLR-3FM-10FT 3P Xlr Female To Male Cable With Gold Plated Contacts - 10 Ft (3 M)</p>	2	\$30.99	\$61.98
 <p>Shure SB903 Lithium Ion Battery For SLX-D</p>	4	\$62.00	\$248.00
 <p>Shure SBC203-US Dual Docking Station for SLX-D transmitters and SB903 battery</p>	2	\$175.00	\$350.00
 <p>Shure UA860SWB Passive wide band omnidirectional antenna</p>	2	\$473.00	\$946.00
 <p>Shure UA505 Antenna mounting bracket/bulkhead adapter</p>	2	\$64.00	\$128.00



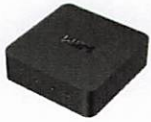
Touch Panel - Cat6
Prewire and trim for touch screen

1 \$35.00 \$35.00



WattBox WB-400-CE-10
Power Conditioner with Coax and Ethernet Protection | 10 Outlets

1 \$237.99 \$237.99



WiiM Pro
WiiM Pro is an audiophile-grade music streamer with AirPlay 2, Chromecast, DLNA, Spotify Connect, TIDAL Connect, Alexa Cast, Roon Ready, and multiroom audio.

1 \$149.00 \$149.00



Binary B3-AUD-2
B3 Series Analog Audio Cable - 6.5 Ft (2 M)

1 \$9.99 \$9.99



Yamaha Pro Audio HCB-L1B
Horizontal Coupling Bracket for VXL Series

3 \$70.00 \$210.00



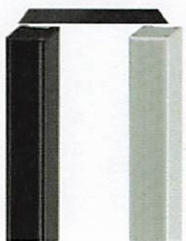
Yamaha Pro Audio MCP1
Wall-Mount Controller

1 \$713.00 \$713.00



Yamaha Pro Audio MTX3
MTX Series Matrix Processor, 26 X 8 Zone, YDIF Interface, 8 Input/4 Output Gpi, 1U

1 \$1,919.00 \$1,919.00



Yamaha Pro Audio SWR2100P-10G
10 Port Poe Switch

1 \$740.00 \$740.00

Payment Terms

Billing Date

Due Date

Amount

Equipment Deposit (70%)		\$16,662.92
Project Completion (30%)		\$7,141.25

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and other public health authorities still recommend practicing social distancing. I further acknowledge that Innovative Sight & Sound, LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that Innovative Sight & Sound, LLC cannot guarantee that I will not become infected with the Coronavirus/COVID-19 while in contact with employees of Innovative Sight & Sound, LLC. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others. I acknowledge that by virtue of having employees of Innovative Sight & Sound, LLC work in my home, I am increasing my risk to exposure to the Coronavirus/COVID-19.

I acknowledge that I must comply with all set procedures to reduce the spread thru completion of my project. I shall attest that:

- I am not experiencing any symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC) and have not experienced such symptoms in the last 24 hours prior to arrival of employees of Innovative Sight & Sound, LLC on my property and if any of those conditions exist I will notify Innovative Sight & Sound, LLC prior to arrival.
 - I, nor anyone I live with or have close contact with have been diagnosed with COVID-19 in the last 48 hours and if I have I will notify Innovative Sight & Sound, LLC prior to the arrival of any employees to my property.
 - I have not been contacted by a local public health authority within the last 14 days due to having had a close contact with an individual infected with COVID-19 and if I have I will notify Innovative Sight & Sound, LLC prior to the arrival of any employees to my property.
 - I have not been directed to quarantine by a physician or local public health authority and if I have I will notify Innovative Sight & Sound, LLC prior to the arrival of any employees to my property.
- I have not tested positive for, or been diagnosed with, COVID-19 within the last 10 days and/or have not received clearance from a physician to discontinue isolation and if I have I will notify Innovative Sight & Sound, LLC prior to the arrival of any employees to my property.

I hereby release and agree to hold Innovative Sight & Sound, LLC and its members, subsidiaries, affiliates, partners, members, officers, directors, employees, stakeholders, shareholders, agents, insurers, representatives, successors and assigns of each of the foregoing entities and persons harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs (including any attorneys' fees), expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of Innovative Sight & Sound, LLC, or that may otherwise arise in any way in connection with my engagement with this company. I understand that this release discharges the Innovative Sight & Sound, LLC from any liability or claim that I, my heirs, or any personal representatives may have against the Innovative Sight & Sound, LLC with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the Innovative Sight & Sound, LLC.

Over the past many years we have seen an incredible expansion in the volume of electronic systems going into homes as well as a rapid increase in the capability and reliability of those systems. It is unusual now to see new home builds that do not include a fair amount of technology.

As these systems get larger and more elaborate and spread into various aspects of homes, they naturally have maintenance needs to go along with it. We stand behind the quality of our work and consider ourselves among the best in the industry but we want our clients to have a realistic expectation of maintenance and replacement needs. When you commit to landscaping, a pool, HVAC, a roof, etc. you understand there is an ongoing maintenance and replacement cost to go with it and you should expect the same with any electronic systems. In the same way a phone or computer needs to be rebooted or updated, the components of our systems have the same need and there can be dozens or hundreds of them in a single installation. Likewise, when computer equipment sits idle for long periods of time it has a tendency to lock up and need re- booting and such is the case with electronic systems. It seems counter-intuitive but systems that are used infrequently tend to have more service needs than those that are used daily.

Our systems can offer a tremendous amount of entertainment value, security, efficiency, and convenience as well as enhancing the design elements and curb appeal of your home. Our goal is to educate you on what is available and provide you with no more and no less technology than you want and what suits your needs. We will install and program those systems to the utmost of our abilities and we will warranty our installation work. We will do all we can to be sure you are completely satisfied with the quality of our installation. We will offer optional service plans and extended warranties as options on substantial system installations. Whether you accept or decline those options, we want to be sure you understand the nature of electronic systems is that they will need some level of maintenance regardless of the integration company handling the project.

Thank you for the opportunity to earn your business.

A. Contracted Work: ISS will provide the equipment to the Client and shall be responsible for equipment installation, and programming as described in the "ISS Sales Proposal" attached hereto to as Exhibit "A" and incorporated into the Purchase Agreement by reference as though set forth fully herein. Any work not referenced explicitly in writing as per this agreement is subject to written change order(s). Unless otherwise specified, installation does not include trench digging, routing and installation of any conduit, framing, drywall repair, patching, painting, and electrical work including wiring, carpet work or remediation, cabinet construction or cabinet modifications.

B. Dimensions: Due to the fact that equipment manufacturer's dimensions and/or specifications are often approximate and may change without notice, ISS and Client expressly agree that ISS shall not be responsible in any way for equipment or cabinet dimensions which may prohibit a proper fit prior to, during or after installation. ISS will furnish all required critical dimensions to client or client's agent reasonably in advance. Client agrees and confirms his/her/it understands by execution of this agreement that equipment dimensions frequently change as models change and update. Client will be notified or otherwise advised if a critical dimension item is to be discontinued with reasonable notice.

C. Warranty: ISS provides no warranty on equipment installed. Warranty on all equipment is the manufacturer's warranty and no other warranty is offered herein by ISS either expressed or implied. ISS warrants only the installation and programming scope of work for a period of ninety (90) days from the date of completion of the installation.

Ownership of equipment shall transfer to client immediately upon delivery of goods to the address as provided herein by Client. Any risk of loss, damage to or theft of equipment or other goods is borne by the Client, who is deemed to be the owner of the equipment upon said delivery as instructed. Damage by power surges and any and all "Acts of God" are not covered under warranty by ISS nor by most manufacturers' warranties. Although ISS may recommend various surge protection devices, no responsibility is assumed for any failure or absence of such devices. Whole house surge protection by an independent third party or contractor is strongly recommended.

D. Equipment Changes: ISS reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon Client approval. Equipment prices are subject to change due to changes in prices by manufacturers. ISS shall not be liable in any way for any obsolescence, discontinuation or unavailability of any product or equipment.

E. Change Orders: Any modifications to this Purchase Agreement requires a "Change Order" fully executed by an authorized agent of ISS and Client. Price changes and modifications thereto will be revised in accordance with any requested Change Orders. Change Orders may also be subject to additional costs for labor, materials, programming, and design changes. To guarantee prices on equipment, and to ensure timely Change Orders, Client must remit ninety percent (90%) of any payment within thirty (30) days of equipment being ordered or work being performed as it pertains to the Change Order. Fees will be added to all Change Orders for applicable design, engineering, installation labor and programming time. Any reduction in retail pricing of any product will be passed on to the Client as well as any applicable sales and/or use taxes. The Client has the right to modify or remove certain equipment from orders prior to the final installation payment. Any proposed new or additional product(s) must be purchased from ISS or approved in advance by ISS. Any and all other product purchases from the Internet or via other audio/video dealers are expressly prohibited by this agreement.

F. Time for Performance: If ISS has a scheduled installation that is delayed or disrupted by any of the following: owner delay, general contractor delay, subcontractor delay, natural disasters, "Acts of God" or other causes beyond ISS's control, ISS will invoice the client for actual lost time, travel expenses and equipment storage fees and Client hereby consents to timely payment for same. ISS assumes the same responsibility for delays caused by ISS as noted above. ISS agrees to coordinate with the client's contractor on all design and installation in such a manner as to ensure the product(s) is installed in a timely manner to the best of ISS's ability.

G. Progress Payment(s): The parties hereto agree that Progress Payments will be made according to the payment schedule below. The parties further agree that equipment will be ordered only according to the terms of the payment schedule. These payments are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. No work will be scheduled without the appropriate progress payment(s) and an original signed copy of this agreement. To guarantee prices on equipment, contract and change orders must follow the payment schedule.

H. Reception, Client Supplied Equipment, Equipment/Wiring by Others, Manufacturers Automatic Software Updates: If ISS has not been retained to provide CATV, phone, or DSS/Satellite wiring, ISS shall not be held responsible for location, termination, installation and/or distribution of same. Although ISS will use its professional expertise to maximize the conditions that exist, ISS cannot guarantee the quality of cable signals, AM-FM reception, or satellite reception. The parties hereto agree that ISS shall not be held responsible for equipment or equipment/wiring supplied by any third party including, without limitation, the control or operation of same. ISS shall not be held responsible for deficiencies in AC high voltage electrical wiring. Client acknowledges herein, that ISS may not be held responsible for any inoperability of equipment due to any and all manufacturer's automatic software updates which may affect the performance or functionality of any system, hardware, component or otherwise.

I. Video Display "Burn-In": CRT (Rear Projection and Front Projection Televisions), plasma screens and other monitors are susceptible to "burn-in". This condition occurs when a static image is left on the screen, in the same area, for an extended amount of time. This results in a silhouette of the image permanently "burned" into the screen. This can cause the screen to be undesirable to view for all future images. ISS and Client hereby confirm that Client has been made aware of this issue and ISS recommends that no image be left static on display screens for longer than three (3) minutes. ISS and Client confirm that this statement is merely a recommendation by ISS and implies no warranty either express or implied by its issuance to Client. Client hereby agrees that Client shall be solely responsible for any damage that occurs to his/her/it's video displays as a result of this condition. Client hereby agrees, consents and understands that neither ISS nor the manufacturers of these products provide any warranty relief to a product with this condition.

J. New Technology: Client understands that ISS systems include some of the latest technology available. Similar to a personal computer, software-based equipment, such as; hard drive music servers, Tivo, satellite systems, control systems, or other computers can from time to time require a reset or reboot. This is inherent to the technology and does not denote that the product or system is defective; merely that the Client must reset the item from time to time to resume full operation. Client hereby agrees, consents and understands that neither ISS nor the manufacturers of these products provide any "reset" relief to any product.

K. Plasma/LCD Display/Control Touch panel Pixels/DLP Lamps: Plasma displays, LCD displays and control touch panels are susceptible to a small percentage of flickering or unlit pixels at shipping or after use. This condition is

inherent to the technology and is not considered to be defective. DLP technology-based projection systems contain a projection lamp which is covered by manufacturer warranty of typically six (6) months from date of installation but vary by manufacturer. A DLP lamp is known as an expendable maintenance item and requires replacement approximately every 1000+ hours of use depending on the projector's design and performance level. Client hereby agrees, consents and understands that Client is responsible for all lamp replacements related to regular use of any and all products.

L. Lighting Control Systems: Lighting Control System installation requires the involvement of your professional electrical contractor. High-voltage connections are required in order to "power up" the component modules that are installed in the system. These connections must be made by a licensed electrician and shall not be the responsibility of ISS. ISS's price to install and program Lighting Control Systems is for the work done by ISS only. Additional time and materials charges and Change Orders by your electrician for work and time involved with regard to the Lighting Control System shall not be the responsibility of ISS. ISS must be provided with model information of fixtures and lamps in order to guarantee compatibility with lighting control components in a timely fashion to prevent delays. If this information cannot be provided at the time of specification, ISS shall not be held liable for compatibility related issues.

M. Refunds: Upon execution the contract and remittance of any required fees by the Client, ISS will immediately appoint administrative, sales/design, engineering and other company resources to facilitate the completion of the Purchase Agreement and incur costs and expenses on the Client's behalf. This process requires significant design/engineering time, drawings, elevations, software, hardware, employee resources, equipment and numerous internal/external planning meetings to successfully implement your finished project. Much of this work is scheduled and based upon ISS completing the project in full. Therefore, **all deposits, monies and/or payments received are non-refundable.**

N. Early Termination Fee: Should the Client request to terminate this Purchase Agreement prior to final completion of the project for any reason, ISS and Client hereby covenant and agree that ISS shall be entitled to a cancellation fee equivalent to twenty five (25%) of the remaining payments due under the terms and conditions of this agreement. Said payment shall be due within thirty (30) days of the date of written termination. **All monies/payments received by ISS prior to any termination are nonrefundable.**

O. Final Payment: Final payment is due when all equipment is installed and functioning as per the agreed upon "ISS Sales Proposal" as set forth in Exhibit "A". Any unpaid balance due beyond ten (10) days after invoicing shall carry simple interest payable to ISS at the rate of one and one-half percent (1.5%) per month.

P. Attorney's Fees: In any proceeding brought to enforce or otherwise implement any of the terms and conditions of this agreement the prevailing party shall be entitled to an award of all attorney's fees and costs incurred, in addition to any other relief to which that party may be entitled.

Q. Dispute Resolution: The parties agree that if any action is brought to enforce or interpret this agreement or to resolve any dispute or disagreement arising out of or concerning this agreement, the parties will seek resolution through pre-suit mediation. Any party may commence pre-suit mediation with written notice delivered via certified US Mail Return Receipt to the address so designated herein. Such demand for pre-suit mediation shall set forth the nature of the matter to be resolved. Mediation shall be conducted in the County of Jefferson, State of Alabama. The parties shall share equally all initial costs of mediation. The substantive law of the State of Alabama shall be applied by the mediator in any attempted resolution of the dispute.

R. System Break-In: All electronic systems require what is known within the industry as a "break-in" period following initial installation. The length of this period will vary by system. During this time it is normal for the end user to discover possible failures in the system. This is not indicative of faulty installation; it is simply the normal course when introducing a new system with many complex parts. There is also a learning curve to be expected for the end user. The more a new system is used, the quicker these issues will be discovered and resolved. It is the client's responsibility to make us aware of any problems that arise after the initial installation is complete.

S. Due to rapidly rising material and freight costs, the product pricing in this quote is only valid for 30 days from the time it is sent. If the contract is accepted, all product will be re-priced to then-current levels at the time of equipment

deposit. If you prefer to lock in current pricing we will need any related equipment deposits prior to expiration of the 30-day window and we will warehouse the product for you until time of installation or, if you prefer, we will deliver the product to you upon receipt of shipments. Please notify us as soon as possible if you would like to lock in prices before expiration of the 30 days.

Signature

Brad Doss

1/21/2026 1:46 PM

Signature

Date

Brad Doss

bdoss@cityofirondaleal.gov

71.91.29.134

Typed Name

Typed Email

IP Address