AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 4, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Rev. Allan Eldridge, Regency Church of Christ
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   September 27, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of McGill-Toolen Catholic High School for a waiver of the Noise Ordinance on October 19, 2022, from 1:00 p.m. - 6:30 p.m. (District 7).
10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 712, 716 and 718 Dauphin Island Parkway, from R-3 and B-3 to R-3 (District 2).
11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Women's Foundation of Alabama - Provide information on the economic impact of women in Alabama.

    Thomas Holmes - Financial support for home and community services for individuals with intellectual and developmental disabilities.

12. RESOLUTIONS HELD OVER

01-854 Authorize Foreign-Trade Zone Operator Agreement with International Warehousing & Shipping, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-855 Approve purchase order to Galls, LLC for body armor plates, MPD; $86,344.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-856 Approve purchase order to Interface Services, Inc. for new carpeting, MIT; $38,956.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-857 Authorize purchase order to Autonation Ford Mobile for 2023 Ford Cargo Van; $50,980.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-858 Authorize purchase order to Sansom Equipment Co., Inc. for three - 2021 side-load garbage trucks; $1,017.612.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-859 Authorize purchase order to Sansom Equipment Co., Inc. for two - 2022 side-load garbage trucks; $704,312.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-860 Approve purchase order to Truck Equipment Sales, Inc. for bucket truck; $151,356.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-861 Approve purchase order to BFly Operations, Inc. for 12 ultrasound probe devices with cloud storage, Fire Administration; $33,064.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-862 Approve purchase order to Axon Enterprise, Inc. for 10 virtual reality headsets and controllers, MPD; $49,536.72 (sponsored Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-863 Authorize purchase order to Global Industries, Inc. for furniture for MPD Cyber Gulf Coast Technology Center; $113,970.19 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-864 Approve purchase order to Leos Uniforms & Supply for MPD badges; $87,193.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-865 Authorize contract with Westwood Plaza, LLC for lease of litter collection receptacles (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

13. ORDINANCES BEING INTRODUCED

64-046 Rezone property located at 712, 716 and 718 Dauphin Island Parkway, from R-3 and B-3 to R-3 (sponsored by Councilmember Carroll).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-867 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Holiday Inn Mobile Downtown; 301 Government Street (sponsored by Councilmember Carroll).

37-868 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Grace; 555 Dauphin Street (sponsored by Councilmember Carroll).

37-869 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge; Cooper Riverside Park (sponsored by Councilmember Carroll).

58-870 Declare Weeds noxious, Group 1634.

58-871 Authorize removal of weeds, Group 1632.

15. RESOLUTIONS BEING INTRODUCED

01-872 Authorize agreement with Telepak Networks, Inc. for McGregor Ave. widening (Airport Blvd. to Dauphin St.) (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

03-873 Appoint Ellis Foster to the Mobile Housing Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-874 Approve purchase order to Trane US, Inc. for air conditioning condensing and air handling units for Springhill Rec. Center; $66,816.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-875 Approve purchase order to Stivers Chrysler Dodge Jeep Ram for 8 Dodge Durango patrol vehicles; MPD; $345,298.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-876 Approve purchase order to to Truck Equipment Sales, Inc. for digger-derrick truck; Traffic Engineering; $297,819.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-877 Approve purchase order to Quick Buildings, LLC for roof, ceiling, window and floor upgrades to Fire Dept. Drill Center; $48,672.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-878 Authorize contract with John G. Walton Construction Company for 2018 PAYGO N. McGregor Ave. reconstruction; $1,767,061.96 (sponsored by

Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-879 Approve contract with Jennie Brown for court reporting services (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-880 Authorize contract with Spire, LLC for marketing services; $70,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

37-881 Approve a Certificate of Public Convenience and Necessity to Dog Team Pedi Cab to operate a pedi cab service (submitted by Lisa C. Lambert, City Clerk).

60-882 Authorize Settlement Agreement and Release of Claims; Siegesmund (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-883 Call for public hearing to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane from R-2 and B-2 to B-2 (District 4) (scheduled for November 8, 2022).

41-884 Call for public hearing to consider amending Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991 and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (scheduled for November 8, 2022).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Gregory

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
McGill	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:44 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Courtney L. Page
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (205) 427-2327

Organization (if applicable) McGill-Toolen Catholic H.S. Cross Country

Mailing Address of Applicant 1501 Old Shell Road, Mobile, AL 36604

Telephone No. (251) 445-2933 E-mail address pagec@mcgill-toolen.org

Location or address of event where amplification will be used:
Langan Municipal Park Amphitheater

Date of Event: 10/19/2022 Starting Time: 1:00 P.M. Ending Time 6:30 P.M.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Cross Country Meet

Do you plan to sell alcohol at this event? _____ YES NO ✓ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT
2022 SEP 28 AM 9:36

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/1/2022 - 2:10 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 712, 716 and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road,
extending to the southeast corner of Johnston Avenue and Gosson Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 10th day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 712, 716 and 718 Dauphin Island Parkway (northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the southeast corner of Johnston Avenue and Gosson Street) from R-3, Multi-Family Residential District, and B-3, Community Business District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY

LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of October, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of September, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED,

SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

Lisa Lambert, City Clerk

Cowles Murphy Glover and Associates
712, 716, and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street)
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 1, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Cowles Murphy Glover and Associates** for a change in zoning from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District** for the property located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

12069

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

HANCOCK BANK
WWW.HANCOCKBANK.COM
(800) 448-8812

61-661/651

8/29/22

PAY TO THE ORDER OF CITY OF MOBILE

$437.15

four hundred thirty-seven 15/100 DOLLARS

Details on back. Security Features Included

080003 / 12-04

SECURED BY BZSHIELD

MEMO 4196

MP

⑈012069⑈ ⑆065106619⑆ ⑈06090269⑈

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☐ Zoning Change	☐ Planning Approval	☒ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00 *MODIFICATION

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Cowles, Murphy, Glover & Associates — Name

gcowles@cmg-a.com, pgarstecki@cmg-a.com — Email

716 Dauphin Island Parkway Mobile, AL 36606 — Full Address (Street, City, State, Zip)

251-471-3991 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carmelite Nuns Discalced — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

716 Dauphin Island Parkway Mobile, AL 36606 — Property Address

2910283003014 — Parcel Number

Approx. 0.6 Acres — Property Area (acres or square feet)

B-3 — Present Zoning

R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

June 23, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4091

Location: 716 Dauphin Island Parkway Mobile, AL 36606

To whom it may concern,

I, Thao T. Nguyen of the Carmelite Nuns Discalced, authorize Cowles, Murphy, Glover & Associates Inc., to act as my agent to apply for all City of Mobile permits and applications associated with the proposed planning, subdivision, and zoning modifications located at 716 Dauphin Island Parkway 36606.

If any additional information is required at this time, please advise.

Sincerely,

Signature _____

Name Thao T. Nguyen
Carmelite Nuns Discalced

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

COUNTY OF MOBILE

600
15 50
21 50
0 00
8 150
200
3350

Grantor's Name and Mailing Address: Most Reverend Thomas J. Rodi, Archbishop of Mobile, a Corporation Sole 400 Government Street Mobile, AL 36604	**Grantee's Name and Mailing Address**: Discalced Carmelite Nuns 716 Dauphin Island Parkway Mobile, Alabama 36606
Property Address: 712 Dauphin Island Parkway Mobile, Alabama 36606	**Date of Sale**: 7/12/2013 **Tax Assessor's Market Value**: $15,300.00 (may be verified by Tax Assessor's FMV)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, MOST REVEREND THOMAS J. RODI, Archbishop of Mobile, a Corporation Sole (herein called "**Grantor**"), does hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto DISCALCED CARMELITE NUNS, an Alabama corporation (herein called "**Grantee**"), and its successors and assigns forever, the following described real property, situated, lying and being in the State of Alabama, County of Mobile, to wit:

Parcel A:

Lot 26, Block 28, Bon-Air Estates, according to the map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama: LESS AND EXCEPT the North five feet of Lot 26, Block 28, Bon-Air Estates of the aforesaid records;

Parcel B:

Beginning at a bolt found at the Southeast corner of Lot 26, Block 28, Bon-Air Estates as per map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama; thence run South 0 degrees 11 minutes 20 seconds West along the West right of way line of Dauphin Island Parkway a distance of 60.01 feet to a point that is 0.55 East of a pinch top iron, thence run South 89 degrees 47 minutes 01 seconds West a distance of 150.00 feet to a Sims Surveying capped rebar, thence run North 0 degrees 11 minutes 20 seconds East a distance of 60.01 feet to the Southwest corner of Lot 26, Block 28, Bon-Air Estates, thence run North 89 degrees 47 minutes 01 seconds East along the South line of said Lot 26, a distance of 150.00 feet to the bolt at the point of beginning;

This conveyance is made subject to the following:

1. Any restrictions, reservations, zoning ordinances, building setback lines, or easements that may appear of record, on the recorded plat or on the

2. Any oil, gas, and mineral reservations and conveyances of record.

3. Restrictive covenants as contained in instrument recorded in Deed Book 227, Page 32 of the Office of the Judge of Probate, Mobile County, Alabama.

4. Any taxes for the year 2013 and subsequent years.

5. All matters shown on the survey of the property prepared by Sims Surveying Services, Inc. dated March 18, 1997.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 12th day of July, 2013.

MOST REVEREND THOMAS J. RODI,
Archbishop of Mobile, a Corporation Sole:

Thomas J Rodi

By: Most Reverend Thomas J. Rodi
As: Its Archbishop

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MOST REVEREND THOMAS J. RODI, in his capacity as Archbishop of Mobile, a Corporation Sole, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of July, 2013.

Dana M. Nelsen

NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARG
MY COMMISSION EXPIRES: Sept 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITE

This instrument prepared by:
F. Grey Redditt, Esq.

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $102.00 MinTx $0.00
erk: KROBINSON

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, George F. Bauer, a single person, hereinafter called the Grantor, in consideration of the sum of ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS ($102,000.00), cash, and other good and valuable considerations to said Grantor in hand paid by Discalced Carmelite Nuns, an Alabama 501(c)(3) organization, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee and unto the successors and assigns of said Grantee, forever, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

That certain real property situated in the City and County of Mobile, State of Alabama, described as follows, viz: Commencing at the Northwest corner of Gosson Street and Halls Mill Road, run North 46 degrees 52 minutes 10 seconds East along the North side of Halls Mill Road, a distance of 220 feet to the point of beginning of the property herein described; thence run North 42 degrees 24 minutes 10 seconds West a distance of 188.40 feet to a point; thence North 49 degrees 51 minutes 20 seconds East a distance of 263.82 feet to a point on the West side of Dauphin Island Parkway, formerly known as Fulton Road, thence run South 00 degrees 35 minutes 50 seconds West along the West line of Dauphin Island Parkway, formerly known as Fulton Road, a distance of 134.67 feet to a point of curve, said curve having a delta angle to the right of 24 degrees 14 minutes 30 seconds and a radius of 453.34 feet, thence run in a Southwestwardly direction along the West line of said mentioned road a distance of 191.80 feet measured along the arc of said curve to a point; thence run North 42 degrees 24 minutes 10 seconds West a distance of 3.0 feet to the point of beginning. All of said measurements are in accordance with plat of survey by Norden Engineering Company dated February 2, 1968;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the Northwest corner of Gosson Street and Dauphin Island Parkway, thence run North 46 degrees, 52 minutes, 10 seconds East along the North side of Dauphin Island Parkway, 220 feet, thence run North 42 degrees, 24 minutes,10 seconds West, 116.50 feet to the point of beginning of the property herein described; thence continue North 42 degrees, 24 minutes, 10 seconds West, 71.90 feet, thence North 49 degrees, 51 minutes, 20 seconds East, 102.18 feet; thence South 13 degrees, 59 minutes, 00 seconds West, 122.60 feet to the point of beginning.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments, members and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantors.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this the 22 day of September, 2021.

George F. Bauer

STATE OF ALABAMA)

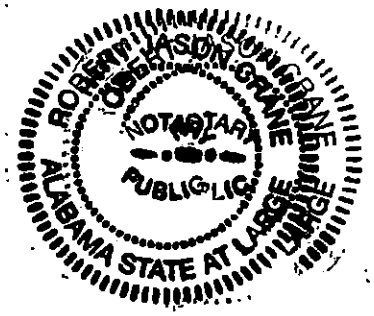
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George F. Bauer, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of September, 2021.

NOTARY PUBLIC
My Commission Expires: 2/8/25

The following information is provided pursuant to Code of Alabama Section 40-22-1.



Grantee's address is:

716 Dauphin Island Parkway

Mobile, Alabama 36606

Grantors' address is:

27800 Canal Rd #304

Orange Beach, AL 36561

Property address is: 718 Dauphin Island Parkway, Mobile, AL 36606

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 303
3800 Airport Boulevard
Mobile, Alabama 36608
(251)344-0880
86902

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

July 5, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4196

Location: 716 Dauphin Island Parkway Mobile, AL 36606

SUB/ZON Application Narrative

The Carmelite Nuns Discalced would like to combine three (3) legal lots of record into one (1) legal lot of record. The Carmelite Nuns Discalced have recently purchased an adjacent lot to their property, which was previously the location of Bauer's Drug Store, and would like to combine this lot with their other two (2) adjacent lots. This lot is located at the intersection of Halls Mill Road and Dauphin Island Parkway, is currently zoned B-3, and is surrounded by the R-3 zoned Carmelite Lots on three (3) sides. The other two lots that will be combined with this recently purchased lot are already zoned R-3. The new single lot subdivision is proposed to be zoned R-3.

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway

Owner: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway Zip Code: 36606

Phone: 251-471-3991 Fax: _____ Email: N/A

Authorized Agent: Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Gary Cowles - Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Patrick Garstecki

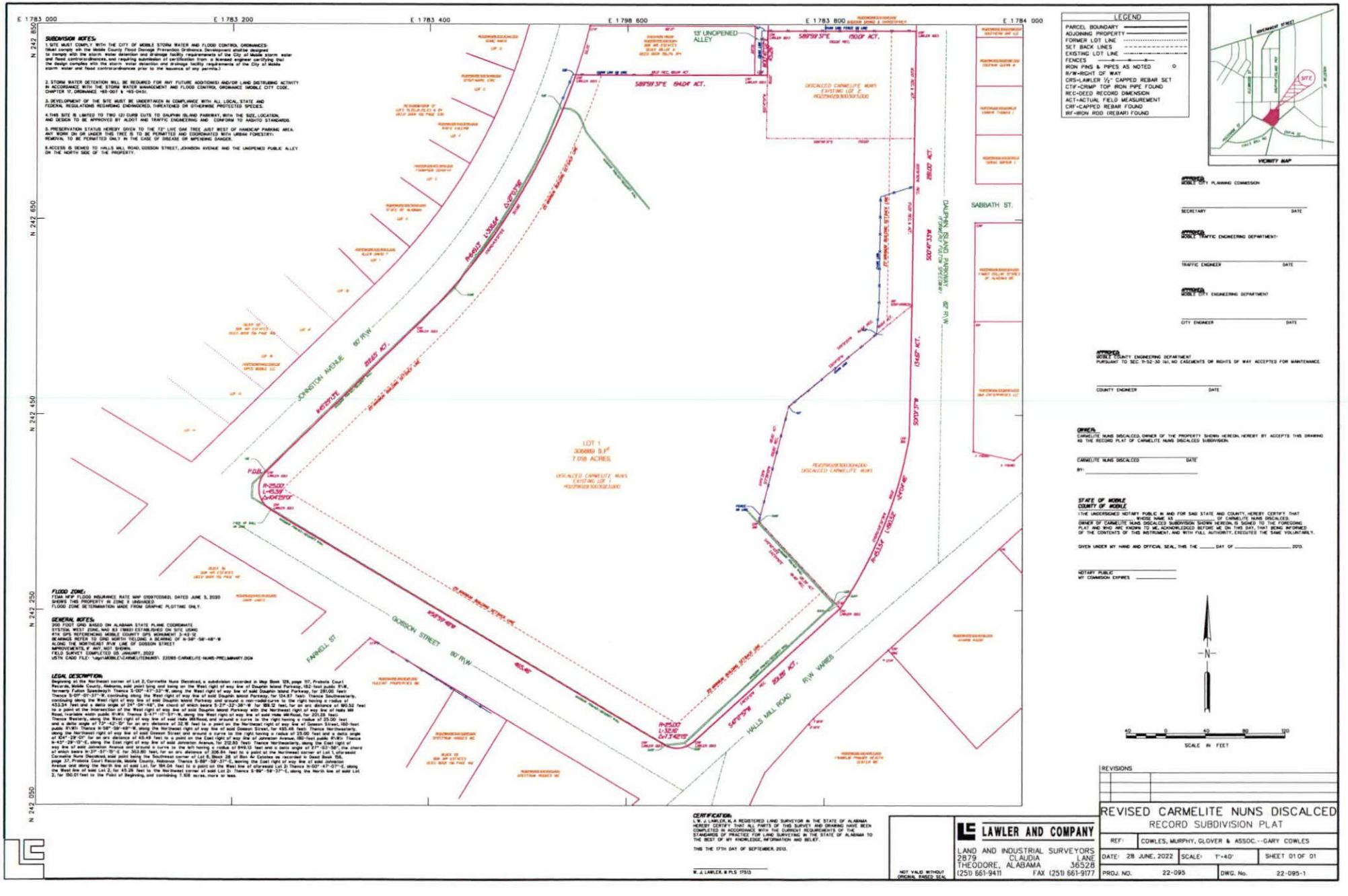
Print

06/28/2022

Date

Cowles, Murphy, Glover & Associates

Affiliation to project/Organization



LEGEND

PARCEL BOUNDARY	
ADJOINING PROPERTY	
FORMER LOT LINE	
SET BACK LINES	
EXISTING LOT LINE	
FENCES	
IRON PINS & PIPES AS NOTED	o
R/W-RIGHT OF WAY	
CRS=LAWLER ½" CAPPED REBAR SET	
CTP=CRIMP TOP IRON PIPE FOUND	
REC=DEED RECORD DIMENSION	
ACT=ACTUAL FIELD MEASUREMENT	
CRF=CAPPED REBAR FOUND	
RF=IRON ROD (REBAR) FOUND	

APPROVED:
MOBILE CITY PLANNING COMMISSION

SECRETARY DATE

APPROVED:
MOBILE TRAFFIC ENGINEERING DEPARTMENT:

TRAFFIC ENGINEER DATE

APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT

CITY ENGINEER DATE

APPROVED:
MOBILE COUNTY ENGINEERING DEPARTMENT
PURSUANT TO SEC. 11-52-30 (a), NO EASEMENTS OR RIGHTS OF WAY ACCEPTED FOR MAINTENANCE.

COUNTY ENGINEER DATE

OWNER:
CARMELITE NUNS DISCALCED, OWNER OF THE PROPERTY SHOWN HEREON, HEREBY BY ACCEPTS THIS DRAWING AS THE RECORD PLAT OF CARMELITE NUNS DISCALCED SUBDIVISION.

CARMELITE NUNS DISCALCED DATE

BY:

STATE OF MOBILE
COUNTY OF MOBILE

I THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF CARMELITE NUNS DISCALCED, OWNER OF CARMELITE NUNS DISCALCED SUBDIVISION SHOWN HEREON, IS SIGNED TO THE FOREGOING PLAT AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF _____, 2013.

NOTARY PUBLIC
MY COMMISION EXPIRES _____

CERTIFICATION:
I, W. J. LAWLER, III, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS THE 17TH DAY OF SEPTEMBER, 2013.

W. J. LAWLER, III PLS 17513

NOT VALID WITHOUT ORIGINAL RAISED SEAL

LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36528
(251) 661-9411 FAX (251) 661-9177

REVISIONS

REVISED CARMELITE NUNS DISCALCED RECORD SUBDIVISION PLAT

REF:	COWLES, MURPHY, GLOVER & ASSOC. --GARY COWLES		
DATE: 28 JUNE, 2022	SCALE: 1"=40'	SHEET 01 OF 01	
PROJ. NO. 22-095	DWG. No. 22-095-1		

CALOGRIDES AUGUSTO JOHN & MARY CYNTHIA
3963 BYRONELL DR S
MOBILE, AL 36693

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

WILLIAMS MICHAEL H
6600 TILLMAN DR
MOBILE, AL 36619

DARR JAMES
23820 LIMERICK LN
DAPHNE, AL 36526

BLANKS BURTON & EARNESTINE
700 RUTH ST
MOBILE, AL 36606

LEAUBER SHAWN
450 BON SECOUR ST
FAIRHOPE, AL 36532

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
151 FOREMAN RD APT B6
MOBILE, AL 36605

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
1152 STEWART RD
MOBILE, AL 36608

WILLIAMS DONALD B, HELANA R N WILLIAMS-CALL, CHRISTOPHER E A WILLIAMS & PARKER N J WILLIAMS
5913 COTTAGE HILL RD
MOBILE, AL 36609

NOBLES ERRICK
P O BOX 50606
MOBILE, AL 36605

B & N ENTERPRISES LLC
5790 RIVERCHASE DR N
MOBILE, AL 36619

FAMILY DOLLAR STORES OF ALABAMA INC A CORPORATION
ATTN: REAL ESTATE TAX
500 VOLVO PKWY
CHESAPEAKE, VA 23320

DUMAS MARION C
3662 SURREY CT
MOBILE, AL 36693

STATE OF ALABAMA
718 JOHNSTON AVE
MOBILE, AL 36606

PETTWAY BOBBY D & CASANDRA
2053 BANKHEAD ST
MOBILE, AL 36607

CONWAY THOMAS L
P O BOX 3132
MOBILE, AL 36652

COLEMAN GLENN M
11384 SHANDON PARK WAY
WINDERMERE, FL 34786

SOUTHERN BAY LLC
11644 WALKER RD
IRVINGTON, AL 36544

PETTWAY BURL
3624 DIAL ST
MOBILE, AL 36612

HERRINGTON CHRISTOPHER
1469 HOUSTON ST
MOBILE, AL 36606

MADISON BRANDI & CHRISTOPHER E MADISON SR C/O MADISON BRANDI
708 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

SPECTRUM HODGES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

WILLIAMS TYTUS J & DIANE B WILLIAMS
2003 BANKHEAD ST
MOBILE, AL 36606

RIGBY SHOSHONI
711 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O ROBERT WILLIAMS JR
2805 RICHARDSON DR S
MOBILE, AL 36606

AUTRY JOSEPHUS SR & MATTIE P
701 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

LAMAR CYNTHIA W
709 JOHNSTON AVE
MOBILE, AL 36606

FREEMAN LENDORA H
707 JOHNSTON AVE
MOBILE, AL 36606

PKAY'S INVESTMENTS INC C/O SAMUEL WARREN
1813 LA PINE DR
MOBILE, AL 36618

BRIDGES PEGGY RAYMOND
700 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

ROSS SUSAN PURVIS 2/3 INT & OLIVER HAMILTON PURVIS III 1/3 INT
707 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

BURRELL MICHAEL & DERRIC BURRELL
750 COUNTRY LN
AXIS, AL 36505

KIDD KERMIT
1407 HUNTER'S RIDGE DR
MOBILE, AL 36695

SHALOM PROPERTY GROUP LLC
8602 FARRINGTON LOOP N
SEMMES, AL 36575

ISAAC NAKIA
3357 BROOKLYNS WAY W
SEMMES, AL 36575

STOUTAMIRE ERIC
1308 OLIVE ST
MOBILE, AL 36605

VU TAN THI THANH
1014 REGAL DR
MOBILE, AL 36609

D I P CENTER LLC
P O BOX 1565
LAWRENCEVILLE, GA 30046

H & P PROPERTY LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36693

SMITH BOYCE KEITH
1216 WESTBURY DR
MOBILE, AL 36609

FRANKLIN PRIMARY HEALTH
CENTER INC
P O BOX 2048
MOBILE, AL 36652

CHIN RICHARD
408 FREDERICK AVE
FAIRHOPE, AL 36532

PARTRIDGE DAVID & TAWANA MCNEIL PARTRIDGE
301 BROMLEY PLACE
MOBILE, AL 36606

EVANS HIRAM
PO BOX 6797
MOBILE, AL 36660

LEE DONALD R & ANGELA H LEE
1971 HALLS MILL RD
MOBILE, AL 36606

GHARIB NAZMY
3912 BAY FRONT RD
MOBILE, AL 36605

WILLIAMS FRONIE K C/O WILLIAMS FRONIE K
961 KENT ST
ALTADENA, CA 91001

BARZINJI ISMAIL
909 REGENTS DR W
MOBILE, AL 36609

SIPCO MOBILE LLC
3303 OVERTON TRAIL
BIRMINGHAM, AL 35243

ALLEN DAVID F
1102 HOUSTON ST
MOBILE, AL 36606

ROBINSON ALICE & AARON
5921 HEATHERWOOD CT
MOBILE, AL 36618

BROWN MYRLINE D & MINNIE M
753 JOHNSTON AVE
MOBILE, AL 36606

FOREIGN AUTO PARTS OF
MOBILE INC
713 HOLCOMBE AVE
MOBILE, AL 36606

PARKS JOYCE P
1366 AZALEA RD
MOBILE, AL 36693

DEES JERRY W SR
3705 LAKEFRONT DR
MOBILE, AL 36695

FOREIGN AUTO PARTS OF MOBILE INC
9665 BEACH RD
SARALAND, AL 36571

WHITE VALERIE
714 JOHNSTON AVE
MOBILE, AL 36606

WILSON ALVIN & INNES N HARDY C/O A & I PROPERTIES
P O BOX 6129
MOBILE, AL 36660

BAK INVESTMENTS INC AN UNDIVIDED 1/2 INT & BIG SWELL INC AS TRUSTEE OF
13 S FLORIDA ST
MOBILE, AL 36606

MCMILLIAN ANNIE RUTH
750 JOHNSTON AVENUE
MOBILE, AL 36606

THOMAS HENRY & GWENDOLYN E

755 JOHNSTON AVE

MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O VICTOR WILLIAMS

2125 PINE NEEDLE DR W

MOBILE, AL 36609

THOMPSON DOROTHY

716 JOHNSTON AVE

MOBILE, AL 36606

PLEZANT PROPERTIES INC

7060 AIRPORT BLVD

MOBILE, AL 36608

COWLES, MURPHY, GLOVER & ASSOC

457 ST. MICHAEL STREET

MOBILE, AL 36602

CARMELITE NUNS DISCALCED

716 DAUPHIN ISLAND PKWY

MOBILE, AL 36606

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Womens Foundation	Cover Memo	9/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/22/2022 - 10:05 AM

Gauthier, Lana September 27 agenda

From: Boxley, Pavonia
Sent: Tuesday, July 26, 2022 12:54 PM
To: Gauthier, Lana; Tait, Angelia
Subject: FW: City Council Agenda- 9/27 (WFA)

FYI

Pavonia Boxley
Executive Assistant
Mobile City Council
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Office: 251-208-7608
Cell: 251-358-1991
Fax: 251-208-7482

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From: Foster, Portia <portia.foster@cityofmobile.org>
Sent: Tuesday, July 26, 2022 12:51 PM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Cc: Boxley, Pavonia <pavonia.boxley@cityofmobile.org>; Henderson, Anitra <anitra.henderson@cityofmobile.org>
Subject: City Council Agenda- 9/27 (WFA)

Good afternoon,

I would like to request the Women's Foundation of Alabama (WFA) to be added to the agenda on - **Tuesday, September 27**.

A few representatives from the Women's Foundation of Alabama are expected to attend the City Council meeting on Tuesday, September 27 to give a brief introduction on the latest Clearing the Path research on the economic impact of women in Alabama.

POC:
Macy Vintson
Director of Development, WFA
mvintson@wfalabama.org
205-326-4454, ext. 1006

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Holmes	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:47 PM

CITY CLERK DEPARTMENT
2022 SEP 29 AM 8:35

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Thomas Holmes Date: 9/28/22

Address: 2117 Charingwood Drive West, Mobile, AL 36695

Phone: (251)287-6828 Email: thearcofmobile@gmail.com

Date to Address City Council: Tuesday, October 4, 2022

Subject (must complete):
City of Mobile Financial Support for Home and Community Services for Mobilians with Intellectual and Developmental Disabilities

Specific Questions: Do City Council Members know how city funds for the services been used since July 2019?

Signature: Thomas B. Holmes

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the FTZ Operator Agreement between the City of Mobile and International Warehousing & Shipping LLC granting right to utilize the real property located at FTZ No. 82

Amount of Contract:

n/a

Effective Date of Contract:

10/4/2022

Funding Source

Project # Resolution for FTZ Operator Agreement with International Warehousing & Shipping LLC

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Foreign-Trade Zone Operator Agreement with International Warehousing & Shipping LLC	Resolution Letter	9/22/2022
Foreign-Trade Zone Operator Agreement with International Warehousing & Shipping LLC	Backup Material	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/22/2022 - 12:19 PM
Legal	Monteiro, Cherlina	Approved	9/22/2022 - 12:30 PM
Mayors Office	Barber, James	Approved	9/22/2022 - 12:33 PM

2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Foreign-Trade Zone Operator Agreement between City of Mobile and International Warehousing & Shipping LLC, in which the City grants the Operator the right to utilize the real property located Foreign-Trade Zone No. 82, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D022\P006\00110776.DOC

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the 31 day of August, 2022, by and between the City of Mobile, an Alabama Class 2 municipal corporation (hereinafter referred to as "City" or "Grantee"), and International Warehousing & Shipping LLC, an Alabama limited liability company, qualified to do business in Alabama (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82 ("Zone"); and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, pursuant to Resolution 01-056 adopted February 3, 2015 the Grantee entered into a contract with the Mobile Foreign Trade Zone Corporation (hereafter referred to as the "Administrator") to develop, manage and administer activities within the Zone and any subzone sites; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site"; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

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

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the 31 day of August, 2022, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule.

2.2 Operator shall have the right, at any time, to terminate this Agreement and all rights and obligations hereunder upon sixty (60) days' prior written notice to Grantee.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said

operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with notice forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-

Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives, reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever resulting arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be

assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at

law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use it best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations

hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
2062 Old Shell Road
Mobile, Alabama 36607

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827

Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

International Warehousing & Shipping LLC,

Attn: Chris Rivers
2203 Perimeter Rd #100
Mobile, AL
36605

Copy to:

Attn: _____

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

By: _____
William S. Stimpson
Mayor

INTERNATIONAL WAREHOUSING & SHIPPING LLC
an Alabama limited liability company

By: _____
Print Name: Christopher Rivers
Its: _____

Attest:

_____
Lisa Carroll-Lambert
City Clerk

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Fees for:

I. NON-MANUFACTURING/PRODUCTION OPERATORS

MONTHLY OPERATOR FEE

Option A: $35.00 per transaction; or

Option B: $833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	$20.00 each
Transactions 61 through 100	$15.00 each
Transactions 101 and over	$10.00 each

Option C: $2,000.00 per month, which includes an unlimited number of transactions.

Payable: Fixed monthly user fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. User fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

Note: The term "transaction" means the movement or manipulation of any merchandise requiring a CF 214, CF 216, CF 7512, local transfer document, local control or authorization number, or customs entry. Multiple shipments made by individual zone users operating under Option "B" or utilizing a single customs or transfer document, and made on the same day, are considered as a single transaction.

[Exhibit "A" Continues On Following Page]

Exhibit "A" Continued

II. MANUFACTURING/PRODUCTION OPERATORS

ANNUAL OPERATOR FEES

The fee for each year shall be determined by the level of Zone-related activity for the previous year. The fee for the first year of operations shall be $15,000.00. Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	**Annual Fee**
Less than $50,000	$0
$50,000 to $1,999,999	$5,000.00
$2 million to $4,999,999	$10,000.00
$5 million to $9,999,999	$15,000.00
$10 million to $25 million	$20,000.00
Over $25 million	$25,000.00

One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

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International Warehousing & Shipping LLC,

Attn: Chris Rivers
Copy to: 2203 Perimeter Rd
100
Mobile, AL
36615

Attn:

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

By:
William S. Stimpson
Mayor

INTERNATIONAL WAREHOUSING & SHIPPING LLC
an Alabama limited liability company

By:
Print Name:

Its:

Attest:

Lisa Carroll-Lambert

City Clerk

1

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Fees for:
I. NON-MANUFACTURING/PRODUCTION OPERATORS

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Payable: Fixed monthly user fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. User fees commence upon activation by the U.S. Customs Service.

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[Exhibit "A" Continues On Following Page]

Exhibit "A" Continued

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Over $25 million	$25,000.00

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WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82 ("Zone"); and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, pursuant to Resolution 01-056 adopted February 3, 2015 the Grantee entered into a contract with the Mobile Foreign Trade Zone Corporation (hereafter referred to as the "Administrator") to develop, manage and administer activities within the Zone and any subzone sites; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site"; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

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

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1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

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automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule.

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3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with notice forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

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4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives, reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting

records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever resulting arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than

One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use it best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related

party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
2062 Old Shell Road
Mobile, Alabama 36607

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

International Warehousing & Shipping LLC,

Attn: _____

Copy to: Chris Rivers,
2203 Perimeter Rd ST-100
Mobile, AL 36605

Attn: _____

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

By: _____
William S. Stimpson
Mayor

INTERNATIONAL WAREHOUSING & SHIPPING LLC
an Alabama limited liability company

By: _____
Print Name: Christopher Rivers
VP
Its: _____

Attest:

Lisa Carroll-Lambert

City Clerk

1

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Fees for:
I. NON-MANUFACTURING/PRODUCTION OPERATORS

MONTHLY OPERATOR FEE

Option A: $35.00 per transaction; or

Option B: $833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	$20.00 each
Transactions 61 through 100	$15.00 each
Transactions 101 and over	$10.00 each

Option C: $2,000.00 per month, which includes an unlimited number of transactions. Payable: Fixed monthly user fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. User fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

Note: The term "transaction" means the movement or manipulation of any merchandise requiring a CF 214, CF 216, CF 7512, local transfer document, local control or authorization number, or customs entry. Multiple shipments made by individual zone users operating under Option "B" or utilizing a single customs or transfer document, and made on the same day, are considered as a single transaction.

[Exhibit "A" Continues On Following Page]

Exhibit "A" Continued

II. MANUFACTURING/PRODUCTION OPERATORS

ANNUAL OPERATOR FEES

The fee for each year shall be determined by the level of Zone-related activity for the previous year. The fee for the first year of operations shall be $15,000.00. Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	**Annual Fee**
Less than $50,000	$0
$50,000 to $1,999,999	$5,000.00

$2 million to $4,999,999	$10,000.00
$5 million to $9,999,999	$15,000.00
$10 million to $25 million	$20,000.00
Over $25 million	$25,000.00

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Galls LLC for 172 body armor plates for MPD. General fund.

Amount of Contract:

$86,344.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220916 Galls Agenda Package POs	Cover Memo	9/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11813	2022	(1530) POLICE ADMIN SERVICES	172 BODY ARMOR PLATES FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$86,344.00	(070216) GALLS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00011813-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BUY BOARD CONTRACT #670-22.			
001	POINT BLANK HARD ARMOR PLATES OMEGA SERIES 8 X 10 SHOOTERS CUT Additional Description Notes --- POINT BLANK HARD ARMOR PLATES OMEGA SERIES 8 X 10 SHOOTERS CUT; GQ ITEM # BP1480DS 8 X 10; MFT MODEL #: PLTO19ECSN; SEE QUOTE	86.00 EACH	425.00000	36550.00
1	1000.30.15.1530.1542.1530.0000.0000.47020. Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			36550.00
002	POINT BLANK HARD ARMOR PLATES OMEGA SERIES 10 X 12 SHOOTERS CUT	86.00 EACH	579.00000	49794.00

Bill To	Requisition 00011813-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes POINT BLANK HARD ARMOR PLATES OMEGA SERIES 10 X 12 SHOOTERS CUT; GQ ITEM # BP1442DS; MFT MODEL # ; PLT020ECSN SEE QUOTE			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			49794.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 86344.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	49794.00	92884.52
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		
1000.30.15.1530.1542.1530.0000.0000.47020.	36550.00	92884.52

Bill To	Requisition 00011813-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	070216				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/15/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/15/22	DONALD ROSE	Approved by: 9105fola
Approved	09/15/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/15/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	5.11 Tactical pricelist	15%	Yes
NAFECO	5.11 Tactical pricelist	8%	No
Summit Uniforms	5.11 Tactical pricelist	15%	Yes
NAFECO	Alpha Broder pricelist	18%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
NAFECO	Anchor Uniforms pricelist	26%	Yes
NAFECO	Armor Express pricelist	24%	Yes
Summit Uniforms	ASP pricelist	15%	Yes
NAFECO	Atlanco - TruSpec pricelist	18%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Barefoot Athletics	Barefoot Athletics pricelist	0%	Yes
NAFECO	Bates Footwear pricelist	24%	Yes
Summit Uniforms	Belleville Boots pricelist	15%	Yes
Nardis, Inc.	Belleville pricelist	15%	Yes
Summit Uniforms	Bianchi pricelist	15%	Yes
NAFECO	Blackinton pricelist	18%	Yes
Nardis, Inc.	Blackinton pricelist	15%	No
Summit Uniforms	Blauer pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Summit Uniforms	Danner pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
NAFECO	Dutyman pricelist	15%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	No
NAFECO	Edwards Garments pricelist	26%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
NAFECO	Elbeco pricelist	14%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Nardis, Inc.	First Tactical pricelist	15%	Yes
Summit Uniforms	First Tactical pricelist	15%	Yes
NAFECO	First Tactical pricelist	14%	No
Nardis, Inc.	Flying Cross	15%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	Yes
Summit Uniforms	Flying Cross/Fecheimer pricelist	15%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
NAFECO	Gerber Outwear pricelist	10%	Yes
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Nardis, Inc.	Gould and Goodrich	15%	Yes
Gunfighter Supply, LLC	Gunfighter Supply Uniform pricelist	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
NAFECO	Haix pricelist	15%	Yes
Nardis, Inc.	Hero's Pride	15%	Yes
NAFECO	Liberty Uniforms pricelist	26%	Yes
Nardis, Inc.	Lion pricelist	15%	No
NAFECO	Lion pricelist	31%	Yes
Calfee Specialties	Lutz pricelist	15%	Yes
Maxari	Maxari pricelist	0%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Summit Uniforms	Paraclete pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Summit Uniforms	Point Blank pricelist	30%	Yes
NAFECO	Point Blank pricelist	16%	No
NAFECO	Portwest pricelist	16%	Yes
Summit Uniforms	Propper pricelist	15%	Yes
Nardis, Inc.	Propper pricelist	15%	Yes
NAFECO	Propper pricelist	14%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
NAFECO	Rocky Boots pricelist	6%	Yes
ROE Tactical	ROE Tactical Beyond pricelist 7%-20%	7%	Yes
Summit Uniforms	Safariland pricelist	15%	Yes
Nardis, Inc.	Safariland pricelist	15%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Summit Uniforms	Sanmar - Port Authority pricelist	15%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Nardis, Inc.	Sanmar pricelist	15%	Yes
NAFECO	Smith & Warren pricelist	25%	Yes
Nardis, Inc.	Smith and Warren pricelist	15%	No
NAFECO	Southeastern Shirts pricelist	12%	Yes
Summit Uniforms	Spiewak pricelist	15%	No
Nardis, Inc.	Spiewak pricelist	15%	No
NAFECO	Spiewak pricelist	26%	Yes
Summit Uniforms	Steiner Optics pricelist	15%	No
Nardis, Inc.	Strong Leather pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	No
Tote Unlimited	TOTE Unlimited	0%	No
Nardis, Inc.	Tru Spec pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Nardis, Inc.	Vertx pricelist	15%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Weinbrenner / Thorogood Fire pricelist	25%	Yes
NAFECO	Workrite FR pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Summit Uniforms	Workwear Outfitters pricelist	15%	Yes

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Interface Services Inc for new carpet for MIT.

General fund.

Amount of Contract:
$38956.91

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220916 Interface Agenda Package POs	Cover Memo	9/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11822	2022	(3032) ARCHITECTURAL ENGINEERING	NEW CARPETING FOR MIT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$38,956.91	(297869) INTERFACE SERVICES, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER SOURCEWELL CONTRACT #080819-IFA AND YOUR QUOTE			
001	CARPET/RUG COTTON/SYNTH/WOOL:	269.10	39.57000	10648.29
	INTERFACE CARPET TILES, B702	EACH		
	Additional Description Notes			
	TO PROVIDE REPLACEMENT CARPET & INSTALLATION AT MIT CENTER - 1ST FLOOR; TO INCLUDE DEMO, REMOVAL, AND DISPOSAL OF OLD CARPET.			
	PER YOUR ATTACHED QUOTE: 040122-3; SPECS AS PER QUOTE; WITH INSTALLATION PARTNER: SANDERS HYLAND CORP OF MOBILE, AL			
	SOURCEWELL CONTRACT #080819-IFA - STATE OF FL 30161700-20-ACS			
	FOR QUESTIONS OR CONCERNS CONTACT B. JORDAN @ 251.459.4881			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E C0078 .CONSTRUCTN. .			10648.29
	Ship To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
	Delivery Reference			
	BRENDA PARKER			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
002	CARPET/RUG COTTON/SYNTH/WOOL: INTERFACE CARPET TILES, HEAD OVER HEELS Vendor Item	95.68 EACH	48.03000	4595.51
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0613 .CONSTRUCTN. .			4595.51
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	CARPET/RUG COTTON/SYNTH/WOOL: INTERFACE CARPET TILES, HEAD OVER HEELS, OVERAGE Vendor Item	11.96 EACH	48.03000	574.44
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			574.44
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
004	ADHESIVES, PRIMERS: ADHESIVE 2000 PLUS; 4 GALLON PAIL	3.00 EACH	133.00000	399.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			399.00

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 4

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
005	ADHESIVES, PRIMER: TRISEAL PRIMER, R GALLON PAIL	3.00 EACH	140.00000	420.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			420.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
006	CARPET/RUG COTTON/SYNTH/WOOL: DEMO CARPET & REMOVAL OF COVE BASE Vendor Item	338.00 EACH	2.78000	939.64
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			939.64
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
007	CARPET/RUG COTTON/SYNTH/WOOL: CARPET DISPOSAL Vendor Item	338.00 EACH	2.06000	696.28

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 6

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			696.28
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
008	CARPET/RUG COTTON/SYNTH/WOOL: INSTALLATION OF CARPET TILE Vendor Item	377.00 EACH	6.50000	2450.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0613 .CONSTRUCTN. .			2450.50

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
009	CARPET/RUG COTTON/SYNTH/WOOL: INSTALLATION M-F OVERTIME & SATURDAY (ADD 25%)- CPT Vendor Item	377.00 EACH	1.63000	614.51
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			614.51
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
010	CARPET/RUG COTTON/SYNTH/WOOL: INSTALLATION LABOR SUNDAYS (ADD 35%)-CPT Vendor Item	377.00 EACH	2.27000	855.79
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			855.79
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
011	CARPET/RUG COTTON/SYNTH/WOOL:	3042.00	3.15000	9582.30
	FLOOR PREP MOISTURE MITIGATOR	SQ FT		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			9582.30
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
012	CARPET/RUG COTTON/SYNTH/WOOL:	3042.00	0.65000	1977.30
	FLOOR PREP MINOR MATERIAL & LABOR	SQ FT		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			1977.30

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 10

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
013	CARPET/RUG COTTON/SYNTH/WOOL: TRANSITIONS - SUPPLY & INSTALL Vendor Item	24.00 EACH	5.00000	120.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			120.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
014	CARPET/RUG COTTON/SYNTH/WOOL: FURNITURE MOVING-MEDIUM Vendor Item	338.00 EACH	7.70000	2602.60
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			2602.60
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
015	RATES: HOURLY RATE FOR SERVICES NOT LISTED (NON-OVERTIME)	24.00 HOUR	78.00000	1872.00

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 12

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0613 .CONSTRUCTN. .			1872.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
016	FREIGHT	1.00 EACH	608.75000	608.75
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0078 .CONSTRUCTN. .			608.75

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 38956.91

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0078	.CONSTRUCTN.	.	30038.90	124.35
E C0613	.CONSTRUCTN.	.	8918.01	81.99

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	38956.91	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment

Bill To	Requisition 00011822-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 14

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/13/22	MARK PEARSON		Auto approved by: 91057606	
	Approved	07/13/22	SCOTT KEARNEY			
	Approved	07/26/22	MARK PEARSON		Auto approved by: 91057606	
	Approved	07/26/22	SCOTT KEARNEY			
	Approved	07/13/22	BRENDA RHODES			
	Approved	07/13/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/13/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/27/22	BRENDA RHODES			
	Approved	07/27/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/27/22	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	07/25/22	DONNA MICHELE STANLEY		Rejected by: 9105neej SEE REJE	
	Approved	09/15/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/15/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/15/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/15/22	JOHN PAINE		Approved by: 9105neej	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 7836CA6B-09EB-4EEF-A06F-D8308C5AD78D

Sourcewell

Solicitation Number: RFP#080819

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Interface Americas Inc.**, 1503 Orchard Hill Road, LaGrange, GA 30240 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

DocuSign Envelope ID: 7836CA6B-09EB-4EEF-A06F-D8308C5AD78D

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment Products and Services furnished are free from liens and encumbrances and are covered by Vendor's standard limited product warranty in effected at the time of Sourcewell's or its Member's purchase order. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment Products and Services that are operational for their intended purpose and includes all costs to the Member's requested delivery location. Notwithstanding the foregoing the purchase prices of the Equipment Products or Services sold hereunder are materials only Ex Works place of manufacture (Incoterms 2010) and include standard packaging. Other costs pre-paid by Vendor on a Member's behalf including but not limited to applicable federal state and local sales use excise ad valorem and other taxes duties and fees freight and insurance will be listed on quotes and also invoices as separate line items.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members subject to Vendor's Cancellation and Return Policy included in Attachment A. Members reserve the right to inspect

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the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

Notwithstanding anything to the contrary the following terms shall apply to all such purchase orders:

- Subject to approval by Vendor's credit department.
- In the event such approval is not received terms of payment for sales to Member are cash before delivery. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required InterfaceSERVICES and local dealers may invoice separately for the flooring materials.

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• Member's orders for Products or Services are subject to acceptance by Vendor at its office as Vendor may hereafter designate. Vendor will confirm its acceptance by issuing a written confirmation or order acknowledgment. Any change to or cancellation of any order must be approved in advance by Vendor.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. Vendor may be requested by Members to provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell the Vendor will pay an administrative fee equal to two percent (2%) to Sourcewell on all Products provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total invoiced sales (net of returns or refunds including rejections and cancellations) of all Equipment and Products purchased by Members under this Contract during the prior calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions pursuant to the terms of this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date or otherwise at the Contract's expiration the administrative fee payment will be due no more than forty-five (45) days from later of the cancellation date or completion of the final acknowledged Order.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out

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of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members related to this Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, and only to the extent applicable, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

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the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

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certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

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Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489... _____

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 10/8/2019 | 3:41 PM CDT

Interface Americas Inc.

By: DocuSigned by: Natalie Poteran 145C81ACBCB7403... _____

Natalie Poteran

Title: VP of Finance

Date: 10/9/2019 | 8:01 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC... _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/8/2019 | 3:21 PM CDT

DocuSign Envelope ID: 7836CA6B-09EB-4EEF-A06F-D8308C5AD78D

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name:	Interface Americas, Inc.
Address:	1503 Orchard Hill Road LaGrange, GA 30240
Contact:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Phone:	706-812-6356
HST#:	582132517

Submission Details

Created On:	Friday June 14, 2019 14:19:25
Submitted On:	Thursday August 08, 2019 14:17:26
Submitted By:	Sharon Johnson
Email:	Contracts.Group@Interface.com
Transaction #:	1ec39d0a-02d8-4792-8736-b77bfd72fa38
Submitter's IP Address:	204.238.192.32

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Interface Americas, Inc. (and its subsidiaries)	*
2	Proposer Address:	1503 Orchard Hill Road LaGrange, GA 30240	*
3	Proposer website address:	www.interface.com/US/en-US/homepage	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Natalie Poteran, VP of Finance 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Contracts.Group@Interface.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Johnson, Contract Procurement Manager 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6356 E: Sharon.Johnson@Interface.com; Contracts.Group@Interface.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Teresa Johnston, Contract Procurement Administrator 1503 Orchard Hill Road, LaGrange, GA 30240 T: (706) 812-6283 E: Teresa.Johnston@Interface.com; Contracts.Group@Interface.com	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Interface has been in business for 46 years. Founded in 1973, by Ray C Anderson, Interface was the first U.S. manufacturer of modular carpet tile. Our journey started in 1994 with a bold vision, Mission Zero™ – towards a business focused on sustainability, using a cyclical model mimicking nature. By 2020 we're aiming to be at zero negative impact with our products, factories, and suppliers; we're getting close and proving it's possible. Currently, all of our manufacturing facilities operate on 100% renewable electricity, and all factories are independently audited on an annual basis on their progress toward zero emissions, zero process water usage, zero non-renewable energy usage, zero waste to landfill, zero non-renewable raw materials, and zero use of chemicals of concern. In alignment with Mission Zero,™ all products sold by Interface globally are third-party verified Carbon Neutral. Mission Zero™ has been called one of the most ambitious sustainability plans in history. After decades of hard work, Interface is poised to reach our Mission Zero® goals by 2020. We are compelled to take on an even more audacious goal, the next powerful step in our journey: Our new mission, Climate Take Back™, is our commitment to running our business in a way that creates a climate fit for life. We are not talking about emitting less carbon or lowering our footprint; we are talking about going a step further – to REVERSE global warming.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	Interface is the worldwide leader in design, production, and sale of Carbon Neutral environmentally-responsible modular flooring and an expert in provided installation and flooring recycling services. Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. Interface modular carpet products are premium quality from top to bottom. Our innovative backing systems set the industry standard for modular performance and recycled content while our carpet fibers are premium branded, 100% solution-dyed, post-consumer Type 6, and 6,6 Nylon. Interface Luxury Vinyl Tile (LVT) offers the durability and performance expected from our brand, is compatible with our carpet tile module sizes with no transition strips required and is fully recycled along with our carpet tile at the end of life through our ReEntry® system. nora by Interface rubber floor covering is a powerhouse combination of sustainable quality and outstanding functionality. Pressed under high pressure, the tiles possess a thick, dense, non-porous surface. This makes them extremely resistant to wear and supports fast and easy cleaning. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team that gets to know your business to truly understand how best to manage your projects from inception to completion. Through our ReEntry® program, Interface reclaims used carpet tile and LVT and ensures that nothing ends up in a landfill.	*

9	What are your company's expectations in the event of an award?	Interface expects to have the opportunity to offer and sell its flooring products and related services to Sourcewell members throughout the United States. We also understand that while a Sourcewell contract would provide the opportunity to do business with Sourcewell members, Interface must compete with other vendors to win its share of the market.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Interface is a large publicly traded corporation on the NASDAQ exchange under the symbol, "TILE.." Interface has grown into a billion-dollar corporation, named by Fortune as one of the "Most Admired Companies in America" and the "100 Best Companies to Work For." A copy of our 2018 Annual Report has been provided as an attachment.
11	What is your US market share for the solutions that you are proposing?	Capitalizing on our acquisition of nora, as well as our leadership in the modular carpet market for the corporate office segment, we are executing a market diversification strategy to increase our presence and market share for modular flooring in non-corporate office market segments, such as government, education, healthcare, hospitality, and retail space. As a result of our efforts, our mix of corporate office versus non-corporate office modular carpet and LVT sales in the Americas was 45% and 55%, respectively, for 2018. Company-wide, our mix of corporate office versus non-corporate office modular carpet and LVT sales was 60% and 40%, respectively, in 2018. We believe the appeal and utilization of modular carpet are growing in non-corporate office market segments, and we are using our considerable skills and experience with designing, producing and marketing modular products that make us the market leader in the corporate office segment to support and facilitate our penetration into these segments around the world. Rubber is already an attractive product for non-corporate applications, and the acquisition of nora will continue to allow for growth of non-corporate office markets.
12	What is your Canadian market share, if any?	Our sales in the Canadian market accounted for 8% of our 2018 Americas sales.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Interface has not been involved any present or past litigation, bankruptcy or reorganization.
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Interface Americas, Inc. is our product manufacturing division and the sole source supplier of the Interface branded soft and hard surfaces. We currently have hundreds of Interface employed sales representatives who interact with end-use customers as well as dealer/contractors located across the United States. Our business model incorporates the following methods to support product and services under the Sourcewell agreement: • Our preferred "One Point of Contact" method, we promote InterfaceSERVICES to manage your projects. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We assign a team of Interface employed personnel highly trained in managing your projects from inception to completion. • Interface has an extensive network of preferred 3rd party dealers in each state and throughout the world. All Interface dealer partners are managed by the InterfaceSERVICES labor manager who conducts periodic audits of their business, regular installer summits to share best practices and training to keep them up to date on the latest trends in the

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Interface Americas, Inc. is certified to ISO 9001, which is a Quality Management Systems standard and ISO 14001, which is an Environmental Management System. Interface Americas has an active Quality Control department that ensures compliance with all applicable labor laws state and federal regulations concerning the manufacturing of our products. The Interface® leadership team brings together a broad range of backgrounds and a diversity of perspectives to lead and inspire innovation, collaboration, and a shared commitment to create value for Interface's key stakeholders including its customers, employees, investors, and the environment. Interface is an Equal Opportunity Employer and Affirmative Action Employer of Females, Minorities, Veterans, and Disabled. We are dedicated to ensuring that all decisions regarding terms, conditions, and privileges of employment are made by our principles of equal opportunity. Interface supports fundamental human rights for all people and is committed to complying with employment laws in every country in which it operates. Our EEO guidelines are publicly available at www.interface.com/US/en-US/about/careers/Equal-Opportunity-Employment-en_US Interface engages in honest and ethical conduct to comply with applicable governmental laws, rules, and regulations. The Interface Code of Business Conduct and Ethics can be found at the following link: https://investors.interface.com/corporate-governance/governance-documents/default.aspx. We expect our suppliers and dealer partners to share this commitment as well. In this spirit, we have established this Supplier Code of Conduct (the "Code") to define the key expectations and standards we have regarding the conduct and operations of our suppliers and 3rd party service providers. Suppliers must comply with all applicable governmental laws, rules, and regulations. This includes, but is not limited to, applicable laws, rules, and regulations relating to environmental protection, anti-corruption, antitrust, fair competition, fair trade practices, employment and labor practices, and occupational health and safety. Without limiting the foregoing, Suppliers must comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other comparable laws, as applicable to their operations. The Code is meant to act as a reference during our selection and retention of suppliers that provide goods or services supporting our operations and customers worldwide.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None. No debarment or suspension actions have been taken against Interface.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories that best describe Interface products and services may include. • Carbon Neutral environmentally-responsible modular flooring • Agreement held turn-key solution provider

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 Awards • Interior Design HiP Award, Best Workplace Flooring (Hard Surface), Drawn Lines • Buildings' Product Innovations Merit Award (2nd place), Drawn Lines • 2018 FCW GreenStep Product Award, Proof Positive • Interiors & Sources Readers' Choice Award for Flooring (3rd) for Boundary Metallic • Hospitality Design Awards Flooring Category Finalist for Level Set Collection • Interior Design HiP Awards, Best Workplace Flooring (Hard Surface) – Drawn Lines 2017 Awards: • Jones Lang LaSalle (JLL) Award - Supplier of the Year • Bain & Co's Top 100 Most Transparent & Trustworthy Companies • Edie's Sustainable Business of the Year Award for • Climate Take Back Sustainability Program • GlobeScan's Top 3 Global Corporate Leaders in • Sustainability (ranked in the top 3 since 2004) • Ethical Corporation Responsible Business Award in the Best Business category • U.S. Secretary of State's Award for Corporate • Excellence (ACE) in Sustainable Oceans Management • ENDS Environmental Impact Award - Organization of the Year • Guardian Sustainable Business Award with Net-Works™ • Interior Design HiP Award, Best Workplace Flooring; Rising Star; Best Seller • Floor Focus Top 250 Design Survey - Green Kudos; Green Leader Awards • #1 Flooring (Contract Magazine 2017 Brand Report) • #1 Most Environmentally Sustainable Products and Culture (Contract Magazine 2017Brand Report) • #2 Best Modular Carpet (Contract Magazine 2017 Brand Report) • #5 Top Brands That Inspire You to Create Your Commercial Design Solutions 2016 Awards: • Ethical Corporation Responsible Business Award in the Best Business category • Ethical Corporation Responsible Business Award - CEO of the Year Award, Dan Hendrix • GlobeScan's Top 3 Global Corporate Leaders in Sustainability (ranked in the top 3 since 2004) 2015 Awards: • FLOOR Focus Magazine's 2015 Top 250 Design Survey: #1 in SERVICE; QUALITY; DESIGN; PERFORMANCE; and GREEN LEADERSHIP • GlobeScan's Top 3 Global Corporate Leaders in Sustainability • Bain & Co's Top 100 Most Transparent & Trustworthy Companies in 2015 • Campaign Champion Award from EarthShare • Guardian Sustainable Business Award with Net-Works™ • Highly commended in the "creating a better environment category" at the Tv/e • Global Sustainability Film Awards (for our Net-Works film) • Interface and ZSL won the on the Guardian Sustainable Business Award for "Collaboration" with Net-Works • Net-Works partnership won Gold in the category of the Best Community Program Award at the Global CSR Summit & Awards 2014 Awards: • European Business Award for the Environment • Ethical Corporation: Best Business/NGO Partnership (Net-Works) • Golden Arrow Award for Excellence in Product Stewardship, California Product Stewardship Council • Gold Award for Best Community Program • International Green Industry Hall of Fame Inductee • GlobeScan's Top 3 Global Corporate Leaders in Sustainability • SEA Sustainable Entrepreneurship Award for "best project" for Net-Works • Ethical Corporation Responsible Business Award in the Best Business-NGO Partnership category	*
19	What percentage of your sales are to the governmental sector in the past three	Over the past 3 years, an average of 10% of our sales has been to the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Over the past 3 years, an average of 20% of our sales has been to the education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface's experience with state and education contracts is extensive. We continue to maintain cooperative agreements with Sourcewell, BuyBoard, and E&I. Our state and education contract sales continue to grow year over year, with over twenty-six million in sales for 2018 within the public money market segments.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Interface has held a Federal GSA contract for over thirty-five years. Our GSA Contract (GS03F056AA) generates over one million in annual sales each year.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Penn State University	Richard Fitzgerald	814-865-1402	*
Wilson Education	Pam Clover	(812) 256-8000	*
Pinellas County Schools	Christopher Mano	727-638-2668	*

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Florida	Government	Florida - FL	Interface Brand Flooring and Installation	Over 200,000 sq. yds each year	Annual sales over 2 million	*
University of California	Education	California - CA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over 1 million	*
Penn State University	Education	Pennsylvania - PA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over $900,000.00	*
University of GA	Education	Georgia - GA	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual sales over $800,000.00	*
New Mexico State University	Education	New Mexico - NM	Interface Brand Flooring and Installation	Over 100,000 sq. yds each year	Annual Sales over $900,000.00	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	An important component of our competitive position is the quality of our management team and its commitment to developing and maintaining an engaged and accountable workforce. We utilize an internal marketing and sales force of more than 950 experienced personnel, stationed at over 90 locations in over 30 countries. Our Americas marketing and sales force are comprised of over 350 team members to market our products and services in person to our United States customers.	*
26	Dealer network or other distribution methods.	Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Other distribution methods include our local 3rd party dealer partners. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement. For small jobs where the member may have an internal department capable of installing flooring material themselves, buying product only direct from the manufacturer is an option.	*
27	Service force.	We assure Sourcewell that your members will be serviced to the highest level of attention and responsiveness. We have 40+ in-house and field service team members with many talents and areas of expertise from design concepts, turn-key installation through our subsidiary InterfaceSERVICES to recycling your old carpet through our ReEntry program. Warranty and maintenance manuals can be provided, and on-site training is available.	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We successfully employ the following purchasing and installation models for our contract members. 1) MANUFACTURER - ONE POINT OF CONTACT: Under the Interface preferred "One Point of Contact" distribution method, we promote full project management by purchasing product and services directly with the manufacturer through our turn-key division InterfaceSERVICES, Inc. Mr. Barry Ryskamp will be the primary point of contact for the Sourcewell members with a highly skilled staff operating under his direction. The members purchase order must be issued to InterfaceSERVICES at the address noted below Interface Americas, Inc. dba InterfaceSERVICES, Inc. 106 Northpoint Parkway, Suite 300, Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127 Monday through Friday from 8:00 am to 6:00pm EST. The local Interface Account Executive is the primary point of contact and is available a 24hrs. Standard Product Production Lead Time • Modular carpet tile (4 – 6 weeks) • LVT (4 – 6 weeks) • Rubber Flooring (4 – 6 weeks) (12 – 16 weeks for Made to Order) 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING: This route to market is through a network of independent dealer who carries out local delivery procedures and installation. These dealer partners and distributors are responsible for handling the project take-offs, placing the carpet material order to Interface, coordinating shipment to the job site with the customer, scheduling installation with the customer and any costs associated with these items; and the labor installation costs and labor warranty. Interface will make contract pricing available to local dealers. All local dealers that support the Interface brand can access this agreement to support our contract members. A list of dealers is available upon request if a listing is not provided with this agreement. 3) MANUFACTURER - MATERIAL SOURCE: Members planning the installation of small projects inhouse and Local Dealers will purchase material only direct from the mill as their material source point of contact. Interface Modular Carpet and LVT Material Source: Interface Americas, Inc. 1503 Orchard Hill Road, LaGrange, GA 30240 Tel: (800) 634-6032 Email: Orders@Interface.com Interface Rubber Flooring Material Source: nora by Interface 9 Northeastern Blvd, Salem, NH 03079 Tel: (800) 336-5096	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Interface will support all geographic areas of the United States.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Interface is not aware of any restrictions that would prohibit our ability to service any market segments or Sourcewell members.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. Interface is not aware of any restrictions that would prohibit our ability to service these geographical areas.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Interface Americas, Inc. is pleased to be considered for a possible contractual relationship with the Sourcewell. “Market Segmentation” is the sales strategy of our corporation, and in accordance with that strategy, we have Interface sales representatives in each state willing to pursue the governmental, education and nonprofit members of Sourcewell. Our sales support will engage in relationships with the Sourcewell members providing useful information, marketing tools about our products, and introducing the inherent benefits of the Sourcewell contract. Our sales executives have worked for many years to create extensive relationships with the architectural design community. Interface will work as a team to continue and build those relationships within the architectural firms in each state that specialize in the government and education arena and help them to understand the value of specifying the Sourcewell contract products. We intend to participate in various Sourcewell conferences and exhibits to help expose the Sourcewell contract products to your members. Interface has a dedicated marketing department and on-line tools which will provide for easy access to carpet samples and specifications by the Sourcewell members. As soon as the news of the Sourcewell award is received, Interface will launch a multiple touch email campaign to all Sourcewell members in order to make them aware of the unique benefits of the Interface flooring solutions. A sample of K-12 brochure has been provided. Our web site can be found at www.Interface.com. The website is a searchable online library of all products available on the Sourcewell contract. Here, customers can find out who we are as a company, high-level information about our products, market segment information, how to contact us and the practices that have put us on the road to being a sustainable company.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Go to following brand-focused website: www.interface.com These websites give you access to the following: • Online product catalog: Preview our vast patterns, collections, colors • Order Samples • Product Specifications • Source Reports • Installation and Maintenance Guidelines • Create Colors, our design tool that allows you to see our product patterns and colors in various room settings. • Tile Configurator™, our virtual design feature which allows you to create custom surface solutions to mix and match our beautiful tile products in an array of sizes and configurations for a truly modular, multi-functional magnificent space. • Sustainability information and data • About our Company / Contact Us
34	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewells opportunity to market nationally with a unified contract message should continue to increase contracts arising from this RFP along with Sourcewells’ continued guidance and encouragement of vendor relationship with an insight of the best way to support and serve their members. Interface will distribute the Sourcewell pricing and pricing strategy through email to our sales force individually providing the information to each representative. Further, Interface publishes and inhouse newsletter called, “The Sales Playbook.” This is published every month and will give us the opportunity to describe the product and pricing strategy for the Sourcewell contract. Finally, Interface also has an Internal Facebook called Workplace. All Interface sales associates have access to Workplace, and information, as well as the ability to ask and answer questions, is resident there.
35	Are your products or services available thro e- procurement system and how governmen	At this time, Interface does not offer e-procurement ordering platforms for product or services.

Value-Added Attributes

Line Item	Question	Response *

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Interface is a carpet manufacturer but can offer training and instructions manuals on proper installation and maintenance practices. Upon request, Interface can provide in-house maintenance training that includes a detailed explanation of our maintenance recommendations, review of current equipment and chemicals, walk-through of the facility pointing out areas of concern, and if needed, a live demonstration of the proper use of the maintenance equipment. We can accommodate any special request the client has including multiple training sessions for off-shift employees. Although we cannot offer a maintenance service program, our approved installers may have a solution. By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment. Contact for maintenance instructions and training are as follows: • Mark French, Director of Maintenance Services Tel: (706) 302-1174
37	Describe any technological advances that your proposed products or services offer.	Interface is a company that was born out of innovation. Our introduction of modular carpet tiles completely transformed the flooring industry. Interface Carbon Neutral flooring products can be considered advanced in the sense that they have the highest percentage of recycled content among flooring products offered in the industry. All Interface Modular Carpet tiles and Modular Resilient Flooring (LVT) – planks, skinny planks and squares – are based on a 25cm increment, working together as components to create a floor. This modularity allows for endless options, without the use of transition strips. Planks or squares, our tiles all work together in this fully integrated system. i2® is undoubtedly one of our smartest and simplest innovation yet. Our i2 non-direction modular carpet tile, inspired by the principles of biomimicry, incorporate mergeable," meaning that tiles from different dye lots work together no matter when they're purchased or installed. With our invention of TacTiles, our modular flooring construction allows for a glue-free installation. TacTiles® is the proven and recommended glue-free installation system for our modular carpet tiles worldwide. We developed TacTiles® connectors as a faster, cleaner, more earth-friendly alternative to traditional carpet adhesives. They are easy to use and eliminate the mess, odor, and drying time of spread adhesives. They also provide greater flexibility for installation and selective replacement.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Interface is the worldwide leader in the design, production, and sale of Carbon Neutral responsible modular flooring. As one of our company "green" initiatives, all of our manufacturing facilities operate on 100% renewable electricity. We have reduced our direct (Scope 1 and 2) greenhouse gas emissions by 96% since 1996 through radically increasing the efficiency of our factories and switching to 88% renewable energy. Additionally, we have made investments in high-value carbon offsets such as wind farms and reforestation to offset the full-lifecycle emissions of our business. With these investments, our company achieved carbon neutrality in 2018. Recognizing we can do more to evolve our business, in September 2018, Interface pledged to become carbon negative by 2040, which supports our Climate Take Back™ mission. We will achieve this through innovating continuously with sustainable materials across our supply chain, supporting ecosystem restoration, and implementing new technologies. We'll continue to invest in research and development to manufacture our products with more carbon sequestering materials and seek to operate our factories as nature would, allowing them to make a positive impact on their local ecosystems. By making this bold pledge be carbon negative, we hope to inspire businesses to join us in building a world that is restorative to the planet and creates a climate fit for life. Interface remains actively involved in a leadership role with many organizations. As one of the earliest corporate adopters of sustainability, Interface was one of the first corporate partners of many sustainability efforts including EPA Climate Leaders (now defunct), EPA Green Power Partnership, EPA Smartway, USGBC, Global Reporting Initiative, WBCSD, and numerous other NGO-driven partnerships.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Interface Modular Carpets are certified under the following accreditations: • NSF 140 – Sustainable Carpet Assessment Standard • EPD (Environmental Product Declaration) • International Living Future Institute: Declare program • GreenCircle Certified • CRI Green Label Plus • Health Product Declaration (HPD) • Carbon Neutral Floors™ • Interface LVT are certified under the following accreditations: • FloorScore® Certification • NSF 332 – Sustainability Assessment for Resilient Floor Coverings • EPD (Environmental Product Declaration) • Carbon Neutral Floors™ Interface nora® rubber flooring is certified under the following accreditations: • Cradle to Cradle Certified™ • GREENGUARD Gold • Environmental Product Declaration (EPD) • Health Product Declaration (HPD): • Global Green Tag • Carbon Neutral Floors™

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a large corporation, Interface maintains a Small Business Subcontracting Plan under the auspices of the Small Business Administration. As such, Interface is committed to defined percentages of its business being dedicated to small business. Through our Diversity Connect™ program, we have developed innovative supplier diversity solutions for its customers while increasing business opportunities for minority-owned, women-owned, and veteran-owned businesses (SMWBE). Doing so not only allows us to deliver the best products at the highest value but also helps us grow businesses reflective of the customers and communities that use our products. Diverse Supplier Criteria: Suppliers interested in doing business through the Diversity Connect program must meet the following criteria: • Must be certified or a member of the following organizations: National Minority Supplier Development Council (NMSDC); Women's Business Enterprise National Council (WBENC); Small Business Administration 8(a) (SBA). • At least 51% of the company's assets or interests must be owned, operated and controlled by a woman or one of the following ethnic minority groups: African American; Asian-Indian; Asian-Pacific; Hispanic or Native American. • Must be a U.S. citizen. • Review of financial statements. • Must conduct a site visit. Interface firmly believes that our success as a leader in the commercial carpet industry and as a corporate role model in our global and local communities is closely tied to our relationships with our business partners. Diversity Connect is integral to our mission. Interface, Inc. (our parent company) is leveraging its corporate membership in the National Minority Supplier Diversity Council (NMSDC), to further grow and expand supplier diversity initiatives on a local and national level. Interface has reached out to numerous minority dealers across the country to create mutually beneficial networks for both our customers and business partners.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Interface offers a unique and valuable resource with concept design services, turnkey project management, and flooring reclamation. Our team has many value-added services to help with all of your flooring needs. Services Offered: • Design Consultation – phone or field consultation with concept designer • Turnkey – finish plan and rendered plan, estimates, carpet and LVT, material and labor quotes, phasing schedules and installation diagrams • Design Service – 5 to 7 day turnaround Solution Providers – provide finish plan options • Product/Color suggestions • Multiple Locations – provide a consistent design and installation service • Construction Documents – provide DXF file to the customer • Technical Support – partner with installation teams to assure accurate installation • Turnkey project management. InterfaceSERVICES™, Inc., a subsidiary of Interface, is our Turnkey solution provider dedicated to providing a broad range of installation and project management services to our customers. We dedicate a team that gets to know your business to truly understand how best to manage your projects from inception to completion. • Carpet Recycling ReEntry® is Interface's product end-of-life solution to keep as much flooring as possible out of landfills around the world. We will take our products as well as approved competitors' products back anywhere in the world. Interface's ReEntry program arranges for the reclamation, reuse, and recycling of our products, ensuring that no product that enters our system ends up in the landfill.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Interface has elected to not to provide and services to the Canada Sourcewell members at this time.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

43	Do your warranties cover all products, parts, and labor?	If a product fails to perform as warranted, Interface will correct the problem at no charge. Interface warrants its modular carpet and LVT products for up to 15 years from the date of invoice. Rubber flooring and accessories will have a site-specific wear warranty that will cover 10 years. All Interface products are warranted against excessive surface wear, edge ravel, backing separation, shrinking, stretching, and static electricity. A twenty-year warranty is offered for modular carpet when used in the classroom, corridor, and office applications in schools (K-12 and higher education). Claims Procedure - Interface's carpet must be installed using the company's Installation guidelines and specifications to validate the warranty. We have a certified and trained technical support department, Customer Quality Assurance, which can respond quickly to assist with any issue or problem. See Attachment 42. WARRANTIES - Interface Americas, Inc. in support of the products offered in this RFP.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See Attachment 42. WARRANTIES for full warranty details.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If a product fails to perform as warranted, Interface will correct the problem at no charge.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	None. All inquiries, complaints, or warranty claims should be directed to the local Interface sales primary point of contact any time of day, 24/7, 365 days/year. An immediate plan of action will be discussed with the Sourcewell members' point of contact and put in motion depending on the issue and action required. All resources available to Interface would be utilized to address the problem immediately. These resources include field service directors and technicians and local service provider, partners. If immediate action is not necessary, a Customer Quality Response Form will be completed, forwarded, and assigned to one of the Field Service Directors who will review the claim. If resolution by phone is impractical, the claim will be assigned to one of the Field Service Directors, and the Sales Representatives will arrange for an on-site meeting with the customer and the installing floor covering contractor. At that point, a recommendation for the resolution of the claim will be made and expedited.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The product manufacturers warranty will apply,	*

48	What are your proposed exchange and return programs and policies?	Interface takes full responsibility for our error and supports our customers when their choice or products change. Below is an outline of our exchange and return policies for your review. We have included our official Order Cancellation / Return Policy as an exhibit with our proposal. Order Changes and Cancellation Policy - Order Changes and Cancellation Guidelines for Standard Product Ordered. In the event Customer desires to cancel any Standard product order after order confirmation or acknowledgment has been sent by the Vendor, a cancellation fee will not be imposed. - Order Changes and Cancellation Guidelines for Custom or Non-Standard Product Ordered. Orders for Custom and Non-Standard products cannot be changed. If the Customer desires to cancel any Custom or Non-Standard product order after order confirmation or acknowledgment has been sent by Vendor, Customer shall, at Vendor's option, be charged a cancellation fee of fifty percent (50%) of the net sales price of the order. This fee shall be due and payable to Vendor no later than thirty (30) days after cancellation of the purchase order. The parties agree that the damages which Vendor would incur in the event of cancellation are challenging to estimate and that the cancellation fee is a reasonable estimate of the likely costs in such activity. If Customer is unable or refuses to accept delivery of any Products, then, in addition to any applicable cancellation fee, Customer shall pay to Vendor all costs incurred by Vendor as a result of such inability or refusal to accept delivery, including without limitation, reasonable costs of shipping, storage, insurance, and handling. Notwithstanding the foregoing, Vendor reserves to its sole judgment and discretion when and under what circumstances it will approve any change to or cancellation of, any order. Interface Return Policy All Customer Accommodation Returns must be approved by the Interface Sales Rep and their AVP (Area Vice President). Customers may contact their sales rep directly for approval to return material ordered incorrectly. No returns will be allowed after 90 days from date of shipment. - Return Guidelines for Standard Product Ordered in Error by Customer (Customer Accommodation Returns). Approval to return is at the discretion of the Interface RVP. If approved, Customer will be responsible for a 25% restocking fee and return freight cost. A return authorization number must be provided by Interface, in order for the material to be returned. Credit for return material will be issued based on the quality of return after inspection. Credit will not be issued for damaged products, products not labeled or identified, or products that have been installed. Interface will not accept returns of less than 50 square yards. - Return Guidelines for Non-Standard Product Ordered in Error by Customer (Customer Accommodation Returns). No returns are allowed for Custom and Non-Standard products. - Return Guidelines for Product Shipped in Error by Vendor (Mill Error Returns). Vendor approves to return material and will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned. - Return Guidelines for Defective Material Received (CQR Returns). Approval to return is at the discretion of the Quality Claims Dept. If approved, the vendor will be responsible for return freight cost. No restocking fee applied. A return authorization number must be provided by Interface, in order for the material to be returned.	*
49	Describe any service contract options for the items included in your proposal.	Interface is a flooring manufacturer. Although we cannot offer service contracts such as flooring maintenance service program, our approved installers may have a solution outside of this agreement. Interface offers instructions on proper installation practices and in-house maintenance training that includes a detailed explanation of our maintenance recommendations, a review of current equipment and cleaning agents, a walk-through of facilities and demonstrations for the proper use of the maintenance equipment. A contract is not required for these services and is free of charge to our customers.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Interface offers Net 30 payment terms. Payment for Product is expected according to the terms of the agreement, Net 30 pending credit-worthiness. If not approved for credit terms, cash be delivery will be required. A 3% fee will be added to all orders paid via a credit card. Payment for labor is due upon receipt of invoice after installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring materials. The following terms shall apply to all such purchase orders: • Subject to approval by Vendor's credit department, based on its evaluation of Sourcewell Member's credit-worthiness in its sole discretion. In the event such approval is not received, terms of payment for sales to Sourcewell or its applicable Member are cash before delivery. • Any credit terms extended to Sourcewell or its applicable Member herein or otherwise agreed to by Vendor in writing are subject to the continued approval of Vendor's factor or credit department. Should Sourcewell or its applicable Member's creditworthiness deteriorate in the commercially reasonable opinion of Vendor during the Term, Vendor shall have the right to revise the credit terms as it reasonably deems appropriate upon written notice to Sourcewell or its applicable Member, including, without limitation, requiring cash before production or before shipment.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No, leasing or financing options are not available at this time.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	At interface, we want to enter, process, and ship your order as quickly, efficiently, and accurately as possible. In order to do that, we require the information listed below to be included on every purchase order we receive under all purchasing and installation models outlined in response 28 under Ability to Sell and Deliver Service Nationwide section. • COMPLETE COMPANY / INVOICING ADDRESS: Many times the product "ship-to" address is different than the address to which the invoice should be sent. It is critical that both of these addresses are included on every P.O. • PRODUCT NAME, COLOR NUMBER AND NAME: At Interface, we have over 400 various standard and standard option products available in over 5000 different color combinations. We even have "product families," in which 2 completely different products may share the same color name. That is why it is critical that all of the information that describes the product ordered is included on every order. • ITEMIZED PRODUCT QUANTITY AND PRICES: We quote all of our modular carpet prices by the square yard and our LVT and rubber flooring in square feet. • ENDUSER (MEMBER) AND PROJECT JOB NAME: Project "Side Marks" or "Job Names" are important for both our customers and for Interface. For our customers, it is very helpful when tracking multiple orders for the same project or tracking numerous orders of the same product for different projects • DELIVERY OR "SHIP-TO" ADDRESS WITH PHONE NUMBER • CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. A 3% fee will be added to all orders paid via a credit card	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your res	Our Proposal pricing is established as a ceiling price by product line item. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by Sourcewell. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of a Sourcewell Member. Allowable particular needs may include specific purchase volume considerations or the creation of custom programs based on the individual needs of Sourcewell Members.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our percentage discount between the MFR List and the Contract Direct Price is between 50 – 60%.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Interface's ReEntry program offers free recycling of full truckloads of all compatible vinyl-backed carpet tile regardless of brand. Addition cost reduction initiatives are harnessed through project forecasting; leveraging spend by negotiating volume discounts and utilize our Turnkey Services. In the case of large volume projects managed through InterfaceSERVICES, Interface would be willing to negotiate additional discounts on contract material pricing, which is often around 65% of the total project cost.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All new styles introduced will be made available to the Sourcewell Member under the same terms and condition of this agreement, Upon request, a Sourcewell member may request a “sourced good” from our Sales Representatives, and a formalized quote will be prepared under the same price discount structure of the proposed contract products.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Contract pricing include material cost and standard packaging only. Federal, state and local sales, use, excise, ad valorem, and other taxes, and all duties and fees imposed by any governmental authority, dealer service/project management fees and installation is not included. Freight will be prepaid and added as a separate line on the invoice.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Interface contracts with established freight carriers to procure the best freight rates available for our customers. Freight will be prepaid and added as a separate line on the invoice.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Contract product pricing include material cost and standard packaging only. Shipping to Alaska and Hawaii is available. Interface has elected to not to provide product and services to the Canada Sourcewell members at this time. Freight will be prepaid and added as a separate line on the invoice.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While Interface does not own a transportation fleet, we contract with established freight carriers to procure the best freight rates available for our customers. Interface utilizes environmentally responsible packaging that is designed, produced, and distributed to our customers in a sustainable manner, and that minimizes adverse effects on the environment. All packaging is compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. Interface packaging meets the following criteria listed below: • Uses bulk packaging; • Uses reusable packaging • Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product; • Maximizes recycled content and/or meets or exceeds the minimum post-U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; • Uses locally recyclable or certified compostable material.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Order Entry Audit Procedure Our large Customer Service department is divided into 9 regional teams allowing each team to build a personal relationship with their customers. All Customer Service members are trained by the Interface Contract Group on contracts opportunities within their regions and provided a copy of the members and pricing lists. Upon receipt of a purchase order, 3 audits are required prior to releasing order for shipment. Audit 1 is performed by the customer service member that received the order before the order is entered. Any missing information or discrepancies are discussed with the customer placing the order. Audit 2 is performed after the order has been entered in the Interface JD Edwards System. A daily orders received report is sent to the AE and their sales support partner who is over those accounts. The report includes the sold to information, the enduser, products ordered, pricing, and contract tags if applicable. Sales provides the 3rd audit by reviewing their orders received report focusing on enduser accuracy and contract compliance. It is imperative that the customer's purchase order include the contract name “Sourcewell” and the contract members (enduser) name be noted on the purchase order to be processed and tracked correctly. • ENDUSER (MEMBER) AND PROJECT JOB NAME: Sourcewell Member (Enduser) and Project “Side Marks” or “Job Names” are essential for both our customers and for Interface. For our customers, it is beneficial when tracking contract activity, multiple orders for the same project or tracking numerous orders of the same product for different projects • CONTRACT NAME: To guarantee you receive the special pricing or terms as outlined in the agreement established between Interface and Sourcewell, the contract name should be noted on the order. If a dealer is purchasing on your behalf, please instruct your dealer to include this information on their orders to the mill.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Interface offers our flooring solutions to Sourcewell and will pay an administrative fee of 2% per the terms outlined below. This Rebate Program shall begin upon the Effective Date of the Agreement and end with the agreement expiration date. 1) Sourcewell Members purchases will count towards earning a 2% rebate of Products sales hereunder. For purposes of this rebate program, a purchase will be deemed to occur upon Supplier’s (or one of its affiliates’) receipt of payment from Sourcewell Members. NO REBATE SHALL APPLY TO SERVICES. 1. Rebate Issuance. a. Within thirty (45) days after the quarter end of each Agreement Year, Supplier will issue rebate payment to Sourcewell via a check, wire transfer, or otherwise. 2. Rebate Conditions. Notwithstanding anything to the contrary, a. Supplier shall have no obligation to credit Sourcewell any rebate hereunder unless and until payment is received. b. All accrued but unused/unapplied rebate credits due to Sourcewell pursuant to this Rebate Program shall be forfeited, and Supplier shall have no obligation to issue any rebate to Sourcewell for sales to Members with past due invoices and is not made current within thirty (30) days following Supplier’s written notice of overdue account. 3. Miscellaneous. a. This Rebate Program shall be governed by the laws of the state of Georgia, without giving effect to its conflict of laws principles. b. This Rebate Program shall not be deemed to amend, alter, or supplement any terms and conditions of sale with respect to the Products and Services to the Sourcewell Members.

Industry Specific Questions

Line Item	Question	Response *	
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	Yes, Interface innovates continuously with the goal of designing and manufacturing products with zero negative environmental footprint, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, “Factories to Zero,” which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our “Products to Zero” goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market. The next phase of our sustainable manufacturing mission beyond 2020, "Climate Take Back", includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems, as we have begun to do with our Net-works™ program in Africa and the Philippines.	*
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	KPI Tracking: Interface has in place an in-house tracking system that allows us to provide statistics and reports on goods purchased by our customers. Reports can be supplied to customer monthly, quarterly, bi-annually, or annually. Our Key Performance Indicators include purchase history, on-time delivery, quality assurances, inventory reports, diversity spend, and recycling. Reports can be customized to meet your specific requirements.	*
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Interface innovates continuously to design and manufacture products with zero negative environmental footprints, our Mission Zero™ promise for 2020. This journey is changing the way we design and make products for the better. We've made great strides towards more sustainable products by using less material, replacing virgin materials with recycled and bio-based raw materials, and developing ways to recycle our products. We call the final push to 2020 in our plants, “Factories to Zero,” which means Zero Non-renewable Energy, Zero Waste to Landfill or Incineration, and Zero Process Water Use. Our “Products to Zero” goals expand Mission Zero™ definition to include Zero Virgin Raw Materials, Zero Carbon Footprint, Zero Chemicals of Concern, and Product Take Back in every market. The next phase of our sustainable manufacturing mission beyond 2020, Climate Take Back, includes goals of building products and facilities that absorb more GHG than they emit and restore local communities and ecosystems.	*
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Interface has in place an in-house tracking system to supply reports related explicitly to the Sourcewell Members environmental impact and annual spend. Reporting on total recycled content of Interface modular carpet purchased for all Sourcewell Members projects is available. This report represents the closed-loop nature of our manufacturing system where old carpet becomes new carpet. Interface offers to report on the amount of carpet they recycle via our ReEntry® program. Interface’s Cool Floors™ program offsetting all the GHG associated with the raw materials, manufacture, maintenance, and end of life management of the products. That means we invest in renewable energy and other projects that prevent GHG emissions from entering the atmosphere through the purchase of certified carbon offset credits from a variety of sources including direct from project developers, and brokers who provide a wide variety of projects. We provide an annual certificate to our qualifying customers based on their flooring purchases recognizing their positive environmental impact for purchasing Interface “Carbon Neutral” flooring.	*
69	Describe the extent to which your products contain recycled content or are recyclable.	Every flooring product you buy from us, whether carpet, LVT, or rubber is 100% recyclable and 100% carbon neutral. Interface modular carpet with GlasBac® backing offer an average of 64-78% total recycled content. Our GlasBac® backing has been in production since 1973 and continues to set the industry standard. Interface modular carpet with GlasBac® RE backing with our 100% recycled content Type 6 nylon feature up to 81% total recycled content, including as much as 35% post-consumer content. Interface luxury vinyl tile (LVT) does not contain any recycled content. Our LVT is fully recyclable and is designed to be used in a circular economy moving forward. Recycled Interface branded LVT through our ReEntry® program provides a post-consumer material resource to be utilized in our high recycled content carpet tile backing. Interface nora branded rubber flooring does not contain any recycled content. Our LVT is fully recyclable, and when recycled through our ReEntry® program, it also provides a post-consumer material resource to be utilized in our carpet tile backing.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - ANNUAL REPORT (2018) - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:26
- Marketing Plan/Samples - K-12 Brochure - Interface Americas 3.18.pdf - Wednesday August 07, 2019 12:18:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - WARRANTIES - Interface Americas, Inc..pdf - Wednesday August 07, 2019 12:17:49
- Pricing - SOURCEWELL Agreement - Interface Americas, Inc. Price List.xlsx - Thursday August 08, 2019 14:06:18
- Additional Document - ADDITIONAL DOCUMENTS.zip - Thursday August 08, 2019 14:09:39

DocuSign Envelope ID: 7836CA6B-09EB-4EEF-A06F-D8308C5AD78D

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under anawarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Sharon Johnson, Contract Procurement Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

DocuSign Envelope ID: F30C7E6B-DF37-425D-B87E-DFA1B3963238

AMENDMENT #1
TO
CONTRACT #080819-IFA

THIS AMENDMENT is by and between **Sourcewell** and **Interface Americas Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Flooring Materials, with Related Supplies and Services effective October 8, 2019, through October 11, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Section 20. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/23/2021 | 11:47 AM CDT

Interface Americas Inc.

By: DocuSigned by: Natalie Poteran 145C81ACBCB7403...

Natalie Poteran

Title: VP of Finance

Date: 3/23/2021 | 8:31 AM PDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 3/23/2021 | 12:08 PM CDT

Interface

CARBON NEUTRAL FLOORING ™

ORDERING INSTRUCTIONS

We successfully employ the following purchasing and installation models for our contract members.

*** All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.**
*** The agreement name must be noted on all purchase orders.**

Option 1 (Contract Preferred) MANUFACTURER TURNKEY "ONE POINT OF CONTACT" :
Interface acknowledges that Members or Buyers may source Products and Services through or with the cooperation of our affiliate and subsidiaries, InterfaceSERVICES, consistent with the terms of this Agreement. Members can purchase Products and Services direct with the manufacturer through our Turn-Key Division, InterfaceSERVICES, Inc. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.

InterfaceSERVICES, Inc.
106 Northpoint Parkway, Suite 300, Acworth, GA 30102
T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127

Option 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING:
Purchase product through local dealers. The members purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics, and invoicing.

Interface will make contract pricing available to local dealers. All local dealers that support the Interface branded can access this agreement to support our contract members. A list of dealers is available upon request.

Option 3) DIRECT PURCHASE OF PRODUCT FROM INTERFACE OR NORA SYSTEMS (NORA BY INTERFACE) - MATERIAL ONLY:
Members and Local Dealers/GC's may purchase product only from the appropriate mill supporting the Interface or nora by Interface brand as their Product source point of contact. Separate purchase orders must be issued for each brand. The agreement name must be noted on all purchase orders.

*** Interface Modular Carpet and LVT roduct Source:**

Interface Americas, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240
Tel: (800) 634-6032
Email: Orders@Interface.com

*** Interface Rubber and Vinyl Sheet Goods Flooring Product Source:**

nora Systems, Inc. (nora by Interface)
9 Northeastern Blvd
Salem, NH 03079
Tel: (800) 336-5096

CONTRACT PRICING AND PAYMENT GUIDE

Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement

Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement

Freight / Shipping Terms: FOB Destination, prepaid and added to the invoice. Freight charges to be disclosed at the time of order. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer's choice Contact your local Interface representative for a list of dealers in the State of New York area.

Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.

Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card

California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee.
This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.

Installation and Sundry Item Notes: The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group. Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve the purchase of a 2023 Frod Transit cargo van for MPRD.

General fund.

Amount of Contract:
$50,980.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220920 Autonation Agenda Package POs	Cover Memo	9/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3591	2022	(F7000) MOTOR POOL	2023 FORD TRANSIT HR CARGO VAN (SEALED BID 5727)	$50,980.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00003591-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	270013	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CARGO VAN AS SPECIFIED: 2023 OR NEWER FORD TRANSIT HIGH ROOF EXTENDED LENGHT CARGO VAN . VENDOR TO PROVIDE FORD TRANSIT T350 CARGO VAN WITH 3.8LITER V-6 ENGINE. AS PER MY BID #5727 AND YOUR QUOTE Additional Description Notes --- 2021 OR NEWER FORD TRANSIT HIGH ROOF LONG CARGO VAN WITH FOUR CORNER STROBE LIGHTS. REQUESTED BY GERARD MCCANTS OF RECREATION FOR SPECIAL EVENTS.	1.00 EACH	50980.00000	50980.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP. .			50980.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 50980.00

Bill To	Requisition 00003591-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/21	270013	12/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E MP02025 .VEHICLEEXP. .		50980.00	503589.94
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		50980.00	
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/19/22	JOHN PAINE	GL Allocation changed
Approved	12/17/21	DIANE MCCARTY	
Approved	12/22/21	JOHN PEAVY	
Approved	12/22/21	JAMES DELAPP	Auto approved by: 910517051
Queued	09/19/22	CHARLES SUMRALL	bid
Pending		MARC VASSALLO	bid
Pending		KINA ANDREWS	bid
Pending		JAMES DELAPP	bid
Pending		DONNA MICHELE STANLEY	bid
Pending		DONALD ROSE	bid
Pending		SANDRA LEWIS	bid
Pending		KAREN NAMAN	bid
Pending		JOHN PAINE	bid
Pending		MICHAEL SPAFFORD	bid

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
09/01/2022	5727	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 16, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1-3	**FORD TRANSIT VAN OR EQUAL WITH HIGH ROOF AND EXTENDED LENGTH** 2022 or newer Ford High Roof, Extended Length Transit Cargo Van or equal. Provide literature and specifications on product bid. Make _____ Model _____ Year _____ Engine _____ Minimum Specifications: • White in color • Gasoline engine • High roof • Extended length • Air conditioned • Electric door locks • Electric windows Upon award, the City will purchase a minimum of one (1) high roof extended length transit cargo van. Quote delivered price delivered FOB Mobile.					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 3 side-load 31 cubic yard garbage trucks with Peterbilt chassis.

General fund.

Amount of Contract:

$1,017,612.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220920 Sansom Agenda Package POs	Cover Memo	9/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14895	2022	(F7000) MOTOR POOL	3 2021 OR NEWER 31 CU YD SIDE LOAD GARBAGE TRUCKS W/PETERBILT CHASSIS (SEALED BID 5512)	$1,017,612.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014895-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	190715	09/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	GARBAGE TRUCK AS SPECIFIED: 2021 OR NEWER PETERBILT 520 CHASSIS WITH NEW WAY 31CYD SIDE LOADER GARBAGE TRUCK. PURCHASING AGENT OF THE CITY OF MOBILE TO SIGN ALL TITLE WORK VEHICLE TO BE TITLED TO THE CITY OF MOOBILE AS PER MY BID #5512 AND YOUR QUOTE.	3.00 EACH	339204.00000	1017612.00

Additional Description Notes

2022 OR NEWER PETERBILT 520 SIDE LOADER GARBAGE TRUCK. REQUESTED BY PUBLIC SERVICES 2090 TRASH AND GARBAGE.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 1017612.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1017612.00

Bill To	Requisition 00014895-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	190715	09/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	1017612.00	50248.97

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1017612.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/14/22	CHARLES SUMRALL	The department manager is good
Approved	09/14/22	KINA ANDREWS	Auto approved by: 910518527
Approved	09/14/22	JAMES DELAPP	
Approved	09/14/22	MARC VASSALLO	Auto approved by: 910518527
Approved	09/15/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/15/22	DONALD ROSE	Auto approved by: 9105paij
Approved	09/15/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/15/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	09/15/22	JOHN PAINE	
Approved	09/15/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5512

	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES	SANSOM EQUIPMENT
31 CU YD SIDE LOADER GARBAGE TRUCK	$299,010.00	$320,382.00	$339,204.00
	BRIDGEPORT RANGER ON PETERBILT 520	BRIDGEPORT RANGER ON MACK LR64R	NEW WAY SIDEWINDER XTR ON PETERBILT 520

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/01/2021	5512	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Friday, February 26, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx. 1 - 10	**PURCHASE 31 CUBIC YARD SIDE LOADER REFUSE COMPACTOR TRUCKS** Purchase 31 Cubic Yard Side Loader Refuse Compactor Trucks. Provide Literature and Specifications on vehicles to be provided to the City of Mobile. **CHASSIS** Make _____ Model _____ **BODY** Make _____ Model _____ Size _____ Cubic Yards _____ **CHASSIS GVW** _____					
			TOTAL			

Page 1 of 4

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

ENGINE DATA:

Make _____ Model _____

Horsepower _____

TRANSMISSION:

Make _____ Model _____

Chassis Dealer Service Location: _____

Body Dealer Service Location: _____

Vendor shall provide a New 31 Cubic Yard Side Loader Refuse Truck to the City of Mobile upon issuance of a purchase order.

Vendor shall provide the City the same model and chassis for All units. Model year can change but Chassis and body models shall remain the same.

Vendor shall be responsible to provide a service plan for all normally serviced items as per the Chassis and Body manufacturer's owner's manual for five (5) years or 200,000 miles.

Service and Warranty plans shall include the following:

CHASSIS SERVICE PLAN:

4 xs per year for five (5) years, a PM Service with oil, oil filter, fuel filters, check all fluid levels, grease chassis, 21 point inspection.

All hydraulic hoses on body and chassis shall be inspected, and any wear or signs of leakage/weeping noted on the inspection report.

CHASSIS:

Done twice over Five (5) years: Transmission fluid and filter change, crankcase pressure filter.

TOTAL

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By _____

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BID CONTINUATION SHEET

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Service and Warranty plans shall include the following continued:

CHASSIS:

Once per year for five (5) years: Overhead adjustment, air filter replacement, DPF cleaning, ECM resetting.

BODY SERVICE:

Twice per year for five (5) years: Hydraulic oil change and filters, quarterly inspection and greasing of body, pressure testing.

All hydraulic hoses on body and chassis shall be inspected, and any wear or signs of leakage/weeping noted on the inspection report.

Five (5) year warranty on chassis, engine, after treatment, transmission.

Five (5) year warranty on body, hydraulics, cylinders, arm. Not on wear items.

Successful Vendor shall provide a five (5) year/200,000 mile Service Plan on the Refuse Trucks, as well as, an extended warranty on both the Chassis and the Body.

Vendor shall be responsible for all maintenance on the units. The City will do daily/weekly maintenance and be responsible for any damage due to mis-use or accident.

Vendor to deliver unit(s) to the City and provide training sessions on the use and service of the vehicles provided.

City of Mobile Business License Required – See Item 14 (on reverse side).

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

TOTAL

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READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be good for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor the award of this bid may be extended for two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

NEW & UNUSED AUTOMATED TRUCKS

	Meets Specifications: YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for a NEW automated Side Loading refuse compactor body.	____	____
1.2 The capacity shall be 31 cubic yards.	____	____
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	____	____
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	____	____
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	____	____
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 31 cubic yards.	____	____
2.2 Packer body capable of packing 950 pounds per cubic yard of dry household trash.	____	____
2.3 Hopper shall have a minimum capacity of 6 cubic yards.	____	____
2.4 Packer must meet all applicable standards.	____	____
Section 3 BODY CONSTRUCTION (The following specifications are minimums.)		
3.1 The body shall be all welded construction.	____	____
3.2 Body thickness miminum is 10 gauge Hardox 450, 174,000 psi strength.	____	____
3.4 Body floor is 7 gauge AR 235, 70,000 psi.	____	____
3.5 Sides, front and rear to be reinforced for strength requirements.	____	____
3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion.	____	____
3.7 Unit shall have a shovel holder.	____	____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms.

7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale.

7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long..

7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable.

7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations.

7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage.

7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 10 seconds.

7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach.

7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life.

7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life.

7.16 The mechanism will be capable of lifting 1,000 lbs. at any point to which the arm is extended. "Note" The "Bidder" shall provide "Certification" of this capability with their bid.

7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping.

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. ____ ____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open. ____ ____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate. ____ ____

8.7 Tailgate maintenance safety props shall be provided. ____ ____

8.8 Tailgate bubble is Hardox 450 or equal, 174,000 psi, tailgate sides are 10 gauge 80,000 psi. steel. ____ ____

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body. Ejection is Not Allowed ____ ____

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 ½", 5 ½", 4 ½", 3 ½". ____ ____

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees. ____ ____

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge. ____ ____

9.5 All ejection/dumping controls shall be operated from inside the cab. ____ ____

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. ____ ____

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. ____ ____

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. ____ ____

10.4 A 10 micron absolute filter is installed in the return line. ____ ____

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. ____ ____

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. ____ ____

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. ____ ____

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. ____ ____

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. ____ ____

10.10 All cylinders must have the latest design sealing materials. ____ ____

10.11 Unit must have protective cover on pack manifold. ____ ____

10.12 Unit must have hydraulic shutdown when filter in bypass mode ____ ____

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. ____ ____

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. ____ ____

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. ____ ____

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. ____ ____

12.3 A lighted license plate bracket will be provided. ____ ____

12.4 Unit must include arm, hopper, and side mounted work lights. ____ ____

12.5 Unit must have Smart Light Strobe Package on Top and Lower of Body Door ____ ____

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming. ____ ____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. ____ ____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". ____ ____

4.2 Outside width of the body is not to exceed 96". ____ ____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. ____ ____

5.2 The hopper floor shall be a minimum of 1/4" abrasion resistant steel. ____ ____

5.3 The hopper sides are to be a minimum of 1/4" AR 400 abrasion resistant steel. ____ ____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. ____ ____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. ____ ____

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. ____ ____

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 50,000 psi steel. ____ ____

6.2 The packing mechanism is to retain compacted material in the body. ____ ____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. ____ ____

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. ____ ____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. ____ ____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". ____ ____

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. ____ ____

13.4 Paint to be high gloss white. ____ ____

Section 14 CAMERAS:

14.1 Three (3) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. 3rd placed to monitor arm ____ ____

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. ____ ____

14.3 The Cameras' shall be Safety Vision or equal. ____ ____

14.4 Protective cases shall be provided for the cameras. ____ ____

14.5 All Cameras' shall have shields to minimize sun glare. ____ ____

Section 15 OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. ____ ____

Warranty on body to be performed on site at City garage ____ ____

Bidder to keep in stock at service/parts facility all cylinders, joystick controller, Proximity sensors, and valves. ____ ____

CHASSIS :

Must Be Cabover Chassis ____ ____

Must be 2017/2018 chassis NEW UNUSED ____ ____

Is chassis NEW & UNUSED? ____ ____

Is body NEW & UNUSED? ____ ____

Must be Sitdown Right Hand Drive ____ ____

Must have Air Ride Seat for RH Drive ____ ____

Must have A/C and Radio ____ ____

ALL EXCEPTIONS MARKED "NO" MUST BE EXPLAINED IN DETAIL

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 2022 side-load 30 cubic yard garbage trucks with Autocar chassis.

General fund.

Amount of Contract:

$704,312.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220920 Sansom2 Agenda Package POs	Cover Memo	9/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14931	2022	(F7000) MOTOR POOL	2 2022 30 CU YD SIDE LOAD GARBAGE TRUCKS W/AUTOCAR CHASSIS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONRACT)	$704,312.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014931-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	190715	09/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AUTOMATED GARBAGE TRUCK: 2022 OR NEWER AUTOCAR CHASSIS WITH NEW WAY 30 CUBIC YARD SIDEWINDER REFUSE SIDE LOADER GARBAGE BODY. QUOTE AS PER SCRANTON MANUFACTURING / NEW WAY REFUSE BODY PER SOURCEWELL CONTRACT 091219-NWY ON SANSOM QUOTE SECQ5273 DATED 9-2-2022	2.00 EACH	352156.00000	704312.00

Additional Description Notes

2022 OR NEWER AUTOCAR REFUSE SIDE LOADER GARBAGE TRUCK. REQUESTED BY PUBLIC SERVICES 2090 TRASH AND GARBAGE.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 704312.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00014931-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/22	190715	09/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			704312.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	704312.00	50248.97

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	704312.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/14/22	CHARLES SUMRALL	The department manager is good
Approved	09/14/22	KINA ANDREWS	Auto approved by: 910518527
Approved	09/14/22	JAMES DELAPP	
Approved	09/14/22	MARC VASSALLO	Auto approved by: 910518527
Approved	09/20/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/20/22	DONALD ROSE	Auto approved by: 9105paij
Approved	09/20/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/20/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	09/20/22	JOHN PAINE	
Approved	09/20/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks,** 101 State Street Scranton, IA 51462(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 4:15 PM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:40 PM CST

Scranton Manufacturing Company/
New Way Trucks

DocuSigned by:
By:
AC537C12014541C...
Don Ross
Title: Vice President od Sales and Marketing

Date: 11/21/2019 | 4:06 PM CST

New Way #091219-NWY

Pricing provided for contract # 091219-NWY includes a 4 % discount off MSRP to Sourcewell participating agencies.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Truck Equipment Sales Inc for one 2022 40ft Versalift bucket truck on International CV chassis for facility maintenance.
General fund.

Amount of Contract:

$151,356.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220922 Truck Agenda Package POs	Cover Memo	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4595	2022	(F7000) MOTOR POOL	2022 40FT VERSALIFT BUCKET TRUCK ON INTERNATIONAL CHASSIS FOR FACILITY MAINTENANCE (SEALED BID 5722)	$151,356.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004595-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/22	208560	01/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	BUCKET TRUCK AS SPECIFIED: 2022 CHASSIS W/40FT AERIAL BUCKET. VENDOR TO PROVIDE VERSALIFT MODEL SST-40 EIH INSULATED AERIAL UNIT WITH BUCKET MOUNTED ON A 2022 INTERNATIONAL CV 19,000 LB CHASSIS. VENDOR IS QUOTING A 365 DAY DELIVERY TO THE CITY OF MOBILE. AS PER MY BID #5722 AND YOUR QUOTE Additional Description Notes --- 2022 FORD F550 CHASSIS W/40FT VERSALIFT AERIAL BUCKET TRUCK. REQUESTED BY C. THOMAS OF 3035-FACILITY MAINTENANCE. BUCKET TRUCK WITH THE FOLLOWING SPECIFICATIONS: 1. WORKING HEIGHT - 45 FT 2. INSULATED BOOM 3. CHASSIS - F550 CHASSIS 4. ARTICULATING TELESCOPIC LIFT 5. SINGLE MAN BUCKET 6. 400 LB. BUCKET CAPACITY 7. HYDRAULICALLY LEVELED BUCKET 8. BUCKET ROTATOR 9. TOOL CIRCUITS AT PLATFORM 10. 26.6 FT SIDE REACH 11. D.C. EMERGENCY LOWERING 12. CONTINUOUS ROTATION 13. START/STOP AT UPPER CONTROLS 14. SINGLE HANDLE UPPER CONTROL	1.00 EACH	151356.00000	151356.00

Bill To	Requisition 00004595-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL
4700 RANGELINE RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/22	208560	01/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			151356.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 151356.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	151356.00	224790.29

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	151356.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment

Bill To	Requisition 00004595-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL
4700 RANGELINE RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/22	208560	01/13/22			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/28/22	DIANE MCCARTY			
	Approved	03/28/22	CHARLES SUMRALL		Auto approved by: 910513661	
	Forward	03/28/22	JOHN PEAVY		Automatic Forward to 910515803	
	Approved	03/31/22	KINA ANDREWS		Auto approved by: 910518527	
	Approved	03/31/22	JAMES DELAPP			
	Approved	09/20/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/20/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/20/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/20/22	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID 5722
40' INSULATED AERIAL LIFT MOUNTED TO 2022 OR NEWER CHASSIS

	TRUCK EQUIPMENT SALES	ALTEC INDUSTRIES
AERIAL	VERSALIFT ON INTERNATIONAL CV CHASSIS	ALTEC AT409 MOUNTED ON FORD F550 CHASSIS
	$151,356.00	$151,256.00 LOCAL 5% VENDOR ADJUSTMENT $158,860.80
	DELIVERY 365 DAYS	DELIVERY 26 MONTHS

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/18/2022	5722	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, September 8, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 2-4	**40 FOOT INSULATED ARTICULATED TELESCOPIC DEVICE MOUNTED ON 4 X 2 CHASSIS** 40' foot Insulated Articulated Telescopic Device Mounted on 2022 or Newer Ford F550, 4 x 2 or Equal Chassis as per the following and attached specifications. Aerial Make _____ Model _____ Chassis Make _____ Model _____ Year _____ GVW _____ Provide Literature and Specification on product bid. Upon award the City will purchase a minimum of (2) one 43 foot Un-insulated Articulated Telescopic Device on a 4 x 2 Chassis. Business License Required – See Instructions #14. Vendor shall include in his price a minimum training of 1 day (8 hours) in the operation of aerial device and a minimum training of 1 day (8 hours) in the service and maintenance of aerial device. Include certificate of origin or certificate of title as appropriate in your bid price.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing shall be good for a (3) three-month period from date of award.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

One (1) 40ft Insulated Articulated Telescopic Aerial Device on a Medium Duty 4x2 Chassis with the following MINIMUM specifications:

Vehicle Specifications	YES	NO	Comments
1. Chassis Cab – Regular	____	____	____
2. Drive Type - 4x2	____	____	____
3. Engine – Cummins 6.7	____	____	____
4. Battery – 12 volts; 750 – cca/78-amp-hr	____	____	____
5. Alternator – 350-amp	____	____	____
6. Transmission – Allison automatic	____	____	____
7. Wheelbase – 169.3 in.	____	____	____
8. Height – 82.4 in.	____	____	____
9. Cab-to Rear Axle Dimension – 84 in. (2.14 m).	____	____	____
10. Frame Resisting Bending Moment – 530,000 in-lbs.	____	____	____
11. GVWR – 17,500 lbs.	____	____	____
12. GAWR (Front) – 7,000 lbs.	____	____	____
13. GAWR (Rear) – 13,500 lbs.	____	____	____
14. Approximate Curb Weight for Stability – 13,500 lbs.	____	____	____
15. Warranty Includes:			
• Bumper to Bumper – 3 years/36,000 miles	____	____	____
• Powertrain – 5 years/100,000 miles	____	____	____
• Safety Restraint System – 5 years/60,000 miles	____	____	____
• Corrosion – 5 years/Unlimited miles	____	____	____
• Roadside Assistance – 5 years/60,000 miles	____	____	____
16. Keys – 4 sets fully functional	____	____	____

17. Operating Manuals – Print and Digital. ____ ____ _____

VST-40-I Dimensional Specifications

1. Height to Bottom of Platform 40ft. 4in. (12.3 m). ____ ____ _____
2. Working Height 45 ft 4 in (13.8 m). ____ ____ _____
3. Stowed Travel Height 10ft 6 in (3.2 m). ____ ____ _____
4. Height to Bottom of Platform 40 ft 10in (12.4 m). ____ ____ _____
5. Working Height 45 ft 10 in (14.0 m). ____ ____ _____
6. Working Height 46 ft 10 in (14.3 m). ____ ____ _____
7. Weight of Lift 3,360 lbs. (1525 kg). ____ ____ _____
8. Rotation (360° Continuous). ____ ____ _____
9. Power inverter with switch in the cab. ____ ____ _____
10. Light bar with Alley light. ____ ____ _____
11. Strobe lights front/back. ____ ____ _____
12. L.E.D. Directional light bar in back. ____ ____ _____
13. 600 lb rated bucket. ____ ____ _____
14. 40ft. Platform height. ____ ____ _____
15. Tale shelf 23 ¾". ____ ____ _____
16. Total length of bins 13ft. 1 ½". ____ ____ _____
17. Last bin 23". ____ ____ _____
18. Middle bin 54". ____ ____ _____
19. Second bin 18". ____ ____ _____
20. First bin 32". ____ ____ _____
21. Hydraulic system 3000 psi. ____ ____ _____

22. NO Jib Boom on bucket

Utility Body

1. There shall be a solid frame mounted work area or tail piece to the rear of the utility body. The area will be tread plated and coated with spray in/spray on body liner. Size of tail piece is such that it will project 24" rearward past the utility body and be the width of the utility body. ____ ____ _____

2. The tailpiece shall also allow for the employer to step up to the tailpiece to access the man lift and the open area of the utility body. ____ ____ _____

3. There shall be a horizontal compartment over the rear wheels of the truck. ____ ____ _____

4. There shall be 2 vertical compartments on the utility body, either side of the horizontal compartments. These shall be full height of the utility body. ____ ____

5. All compartments shall be provided with full height tracks for shelving from bottom to top. Forward vertical compartments shall be no less than 18" wide and the rearward vertical compartment no less than 23" wide. ____ ____

6. Utility body shall have spray in liner shall coat the following areas: tops of the utility body compartments, inside the center of the utility body, sides up to the top, floor and the inside of the tailgate (if so exists on the body). ____ ____

7. There shall be inside of the utility body in all four (4) corners of the body floor, drain holes no less than one (1) inch in diameter. ____ ____

Compartment Locking

1. There shall be a single point to lock and secure the compartment on each side. This locking point can be on the rear of the utility body. ____ ____

2. The locking point will have a place for a padlock and a handle large enough for use by a gloved hand. Compartment door latches shall be slam latch type with paddle handles. ____ ____

Manlift

1. Manlift shall have a maximum height of not less that 40'. ____ ____

2. Manlift bucket shall be insulated and provided with a cover to keep out rain. Etc. ____ ____

3. Manlift bucket shall pivot 90 degrees to one side of the centerline of boom and 80 degrees to the opposite of the centerline of the boom. ____ ____

Trailer Hitch

1. There shall be a 2" receiver type trailer hitch mounted to the frame of the truck. ____ ____

Emergency Warning Lights

1. There shall be a full LED light bar on the cab roof, with hook on mounting, permanent mount will not be acceptable. Light bar will flash yellow/amber to the front, sides and rear. There shall be alley lights to the sides and work/takedowns to the front. ____ ____

2. On the rear upper corners of the utility body, there shall be 360 degree amber beacons. ____ ____

3. There shall be LED four (4) corner lights mounted in the corners of the vehicle, two (2) in the front and two (2) mounted into the rear body. The rear corner LEDs shall be recessed into the vehicle body. The forward facing corner LEDs will not be placed in the headlight or parking light fixtures or enclosures, they shall be separate standalone light fixtures. ____ ____

4. There shall be a LED amber traffic directing light bar mounted on the rear of the utility body. The traffic directing light bar shall go across the entire width of the rear of the vehicle body. ____ ____

5. Vehicle headlights shall flash/alternate as a warning device. ____ ____

6. Each of the emergency warning light functions is to be individually switched. There shall be a lighting control box, Example Whelen SW10 that allows for individual switching as well as a master control to control all lights at the same time on/off. ____ ____

7. There shall be a 4" x 6" amber LED flashing light at the rear axle area mounted into the utility body. Flash perpendicular to the body. ____ ____

8. There shall be amber LED 360 degree light mounted either side of the man lift that rotates with the aerial boom. The lights shall be mounted to the boom mechanism and move with the boom. ____ ____

Rear Vehicle Lighting

1. Mounted into the tail piece shall be the required ICC/DOT required lights stop, turn, backup, marker light, as well as, the Amber Traffic Director Lightbar. ____ ____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to BFly Operations Inc for 12 Butterfly iQ+ handheld ultrasound probe devices with cloud storage for MFRD.

General fund.

Amount of Contract:

$33,064.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220922 BFly Agenda Package POs	Cover Memo	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 12:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12172	2022	(1510) FIRE ADMINISTRATION	12 BUTTERFLY IQ+ HANDHELD ULTRASOUND PROBE DEVICES WITH CLOUD STORAGE FOR MFRD (SEALED BID 5724)	$33,064.00	(297946) BFLY OPERATIONS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012172-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BFLY OPERATIONS, INC.	FIRE CENTRAL SUPPLY
530 OLD WHITFIELD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GUILFORD, CT 06437	richardsonv@cityofmobile.org
UNITED STATES	
Tel#4047912475	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	297946				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5724			
001	ULTRASOUND MACHINE AS SPECIFIED: Butterfly iQ+ (Lightning) ITEM NUMBER: 900-20006-01 Vendor Item	12.00 EACH	2399.00000	28788.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			28788.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ULTRASOUND MACHINE ACCESSORY PART: Butterfly iQ Case, PART NUMBER: 900-20005-00 Vendor Item	12.00 EACH	99.00000	1188.00

Bill To	Requisition 00012172-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BFLY OPERATIONS, INC.	FIRE CENTRAL SUPPLY
530 OLD WHITFIELD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GUILFORD, CT 06437	richardsonv@cityofmobile.org
UNITED STATES	
Tel#4047912475	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	297946				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1188.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

003	ULTRASOUND MACHINE ACCESSORY PART: Butterfly iQ+ Accessory Cable, USB-C PART NUMBER: 900-20011-02 Vendor Item	12.00 EACH	49.00000	588.00

1	6120.70.15.0000.0000.1510.0000.0000.44020.			588.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To

Bill To	Requisition 00012172-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
BFLY OPERATIONS, INC. 530 OLD WHITFIELD STREET GUILFORD, CT 06437 UNITED STATES Tel#4047912475	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	297946				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	ULTRASOUND MACHINE Medical Education Membership (100 users included), PRODUCT NUMBER SUB-00004-M; Ultrasound for medical schools. Membership allows users to store, access and collaborate. Includes: 100 user licenses Shared archives for unlimited storage Anonymous study sharing Real-time commenting with team members	100.00 EACH	25.00000	2500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00012172-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
BFLY OPERATIONS, INC.	FIRE CENTRAL SUPPLY
530 OLD WHITFIELD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GUILFORD, CT 06437	richardsonv@cityofmobile.org
UNITED STATES	
Tel#4047912475	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	297946				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			33064.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	33064.00	
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Rejected	08/18/22	SANDRA LEWIS	need specs
Approved	09/08/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	09/08/22	DONALD ROSE	Auto approved by: 910518227
Approved	09/08/22	SANDRA LEWIS	
Approved	09/08/22	JOHN PAINE	Auto approved by: 910518227
Approved	09/08/22	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	09/08/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	09/08/22	JAMES NEESE JR	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5724

EQUIPMENT MEDICAL ULTRASOUND

VENDORS		BFLY OPERATIONS INC., DBA BUTTERFLY NETWORK INC.			
Line	Items				
1	BUTTERFLY iQ+ Lighting Ultra Sound with Biplane Imaging	$ 2,399.00			
2	BUTTERFLY iQ+ Lighting Carrying Case	$ 99.00			
3	BUTTERFLY iQ+ Lighting USB-C Cable	$ 49.00			
4	Ultrasound Cloud Access 100 Users	$ 2,500.00			

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/19/2022	5724	Fire	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 P.M., Friday, September 02, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	EQUIPMENT MEDICAL ULTRASOUND					
Appx 1-15	Butterfly iQ + (Lightning) Ultra Sound with Biplane Imaging or Equal but must meet attached specifications Make_____ Model_____					
Appx 1-15	Butterfly iQ+ Case or Equal but must meet attached specifications Make_____ Model_____					
Appx 1-15	Butterfly iQ+ Accessory Cable, USB-C, cable adapter accessory or Equal but must meet attached specifications Make_____ Model_____					
			TOTAL			

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx Users 100-200	Page 2 of 3 Required Cloud Access for multiple users which would require but not limited to Medical Education Membership which allows users to store, access and collaborate. Shared archives for unlimited storage, anonymous study sharing Real time commenting with team members. Describe how your Cloud Access works and the cost of your Cloud Access. Please give the duration of your Cloud Access. Unit Price_____Terms_____ Description of Cloud Access: _____ _____ _____ _____ _____ Vendor may be asked to provide sample of product after the closing of the bid. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. All items must meet requirements as per the attached specifications. Literature and Specifications are required with bid. Quote delivered pricing FOB Destination.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, mor the E-Verify for certification to submit a bid, but will need to obtain the business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

MFRD ULTRASOUND SPECIFICATIONS

- Single transducer capable of emulating linear, curved, or phased transducers cannot have a device with dual or opposing tips.
- Must be compatible with Apple IOS version 14 or higher software.
- Must come with cord specific to Apple iPad.
- Must come with protective case.
- Must have water resistant probe (IP67 compliant).
- Must be capable of submitting data to cloud based storage.
- Must provide library of online or web-based training on specific functions or features.
- Must be able to withstand drops of at least 3 feet
- Must have a manufacture rechargeable battery capable of sustaining 2+ hours of continuous use
- Must have a 2-year warranty

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Axon Enterprise Inc for 10 HTC VIVE Focus 3 virtual reality headsets with 12 controllers .

US DOJ Justice and Mental Health Collaboration Program Grant

Amount of Contract:

$49,536.72

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220922 Axon Agenda Package POs	Cover Memo	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12019	2022	(2590) GRANT MANAGEMENT	10 HTC VIVE FOCUS 3 VIRTUAL REALITY HEADSETS WITH 12 CONTROLLERS FOR MPD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$49,536.72	(276844) AXON ENTERPRISE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012019-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5318.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
AXON ENTERPRISE INC	GRANTS ADMINISTRATION
17800 N 85TH STREET	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
SCOTTSDALE, AZ 85255	TIFFANY.LEVY@CITYOFMOBILE.ORG
Tel#800-978-2737	Delivery Reference
Fax 480-991-0791	CURTIS.GRAVES@CITYOFMOBILE.ORG
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	276844				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #010720-AXN.			
001	A LA CARTE HARDWARE ITEM #20378	10.00	1782.00000	17820.00
	DESCRIPTION: HTC FOCUS 3 VR	EACH		
	HEADSET			
	Additional Description Notes			
	IN-BOX ITEMS			
	VIVE Focus 3 headset			
	Controller (L)			
	Controller (R)			
	Lanyards x 2			
	AC adapter			
	Splitter cable (Charging only)			
	Lens cleaning cloth			
	Documentation			
	Next-gen visuals with industry-Leading 5K resolution,			
	Wide 120° field of view, and			
	90Hz refresh rate.			
	Near 50-50 front-back balance			
	True wireless VR freedom			
	Sleek All-in-One form factor Precise room scale tracking			
	Dual 2.88" LCD panels			
	2448 x 2448 pixels per eye (4896 x 2448 pixels combined)			
	Dual microphones with echo cancellation			
	2x Dual driver with patented directional speaker design			
	Privacy Mode			
	Hi-Res Certified 3.5mm audio jack output			

Bill To	Requisition 00012019-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5318.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
AXON ENTERPRISE INC	GRANTS ADMINISTRATION
17800 N 85TH STREET	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
SCOTTSDALE, AZ 85255	TIFFANY.LEVY@CITYOFMOBILE.ORG
Tel#800-978-2737	Delivery Reference
Fax 480-991-0791	CURTIS.GRAVES@CITYOFMOBILE.ORG
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	276844				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Dual integrated microphones Headset button Qualcomm® Snapdragon™ XR2 PROCESSOR 128 GB / 8 GB with support up to 2TB microSD 2x USB 3.2 Gen-1 Type-C peripheral ports (External USB-C port supports USB OTG) Bluetooth 5.2 + BLE Wi-Fi 6 4x Tracking cameras G-sensor Gyroscope 26.6Wh Battery - removeable & swappable Lightweight and quickly rechargeable with Lithium-Polymer Gel chemistry VIVE Inside-out Tracking			
1	5318.30.15.0000.0000.1530.0000.0000.44020. E G-PDCCRS20.OPERSUPPLS. .			17820.00

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
CURTIS.GRAVES@CITYOFMOBILE.ORG

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Bill To	Requisition 00012019-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5318.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
AXON ENTERPRISE INC	GRANTS ADMINISTRATION
17800 N 85TH STREET	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
SCOTTSDALE, AZ 85255	TIFFANY.LEVY@CITYOFMOBILE.ORG
Tel#800-978-2737	Delivery Reference
Fax 480-991-0791	CURTIS.GRAVES@CITYOFMOBILE.ORG
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	276844				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	A LA CARTE HARDWARE ITEM # VRCK DESCRIPTION: VIRTUAL REALITY CONTROLLER KIT	12.00 EACH	2643.06000	31716.72

Additional Description Notes

Hall sensors on Trigger and Grip buttons
Capacitive sensors on Trigger, Joystick, and Thumb-rest area
G-Sensor
Gyroscope
Up to 15 hours of battery life
Integrated rechargeable battery (charged via USB-C)

1	5318.30.15.0000.0000.1530.0000.0000.44020. E G-PDCCRS20.OPERSUPPLS.	.	31716.72

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
CURTIS.GRAVES@CITYOFMOBILE.ORG

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Bill To	Requisition 00012019-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5318.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
AXON ENTERPRISE INC 17800 N 85TH STREET SCOTTSDALE, AZ 85255 Tel#800-978-2737 Fax 480-991-0791	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference CURTIS.GRAVES@CITYOFMOBILE.ORG Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	276844				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			49536.72

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDCCRS20.OPERSUPPLS. .	49536.72	3644.81

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5318.30.15.0000.0000.1530.0000.0000.44020.	49536.72	

JUSTICE & MENTAL HEALTH EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	06/30/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	06/30/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	06/30/22	TRAVIS MARSHALL	
Approved	06/30/22	RANDY THREADGILL	Auto approved by: 910519482
Approved	09/22/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/22/22	DONALD ROSE	Approved by: 9105fola
Approved	09/22/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/22/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 9D428523-5BE5-448A-9A84-474FCDA7B600

Sourcewell

Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Axon Enterprise Inc.**, 17800 N. 85th St., Scottsdale, AZ 85255 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

By: DocuSigned by: Matt Morstad B8264760BE634B7...

Matt Morstad

Title: VP of Sales Operations

Date: 2/25/2020 | 5:19 PM CST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 2/19/2020 | 8:03 PM CST

RFP 010720 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Thursday November 07, 2019 11:59:02
Submitted On:	Monday January 06, 2020 14:07:20
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	a4a22ffc-a3fb-4a19-97b1-c7ee7cdcf084
Submitter's IP Address:	74.206.119.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Axon Enterprise, Inc.	*
2	Proposer Address:	17800 N 85th St.	*
3	Proposer website address:	www.axon.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Matt Morstad, VP of Sales Operations 17800 N 85th St. Scottsdale, AZ 85255 800-978-2737	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Veronica Lorenzen, Proposal Manager 17800 N 85th St., Scottsdale, AZ, 85255 vlorenzen@axon.com, 480-515-6311	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allen Sliper, Account Executive 17800 N 85th St., Scottsdale, AZ, 85255 asliper@axon.com, 858-353-3228	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback?
8	Provide a detailed description of the products and services that you are offering in your proposal.	Axon is offering a number of products that will fit the needs of Sourcewell members. We have detailed our various offerings under the headers below. AXON EVIDENCE Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also

configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files.

Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organized stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence.

Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page.

Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills.

Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download).

Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence.

AXON BODY 3
The Axon Body 3 is Axon's next-generation body camera - improving upon the simplicity and functionality of its predecessor with improved camera and audio quality, faster offload and recharging, and improved device security and durability. The camera also unlocks significant improvements in officer safety and functionality through greater device intelligence and connectivity.

The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand.

Axon Aware is Axon's new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let's say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer's GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The

supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:
- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording
- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2
The Axon Body 2 is a self-contained audio-visual body-worn camera unit with no external wires. Numerous mounting options are offered and accommodate uniforms, belts, outerwear including jackets, and tactical and SWAT vests without any alteration to equipment.

The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

FEATURES & BENEFITS
- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS
- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAH capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2
The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle

and SWAT helmets.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos.

AXON FLEX 2 FEATURES & BENEFITS
- HD Video – The industry's best low-light video records in 1080p HD
- Full-shift Battery – Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer – Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation – Cameras start recording automatically based on pre-defined triggers
- Optional Mute – Disable audio in the field to support dual-party consent
- Mobile Application – Tag and replay videos with the Axon View mobile app
- RapidLock Mounts – The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS
- Field of View – 120 degrees
- Recording Capacity – Up to 70 Hours depending on resolution
- Video Quality – 30 frames per second; resolution spanning 480p to 1080p
- Battery – Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance – IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity – 95 percent non-condensing
- Operating Temperature – -4° F to 122° F [-20° C to 50° C]
- Drop Test – Up to 6 feet; devices are housed in high-impact polymer
- Dimensions – Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in; Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight – Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET
Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it's part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system. *

Multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together in Axon Evidence, allowing users to view an incident from multiple vantage points. Since each video can have its own audio feed, the audio selector in the center of the media player controls is used to select which audio track is used during playback.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the

overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW
The needs of our law enforcement customers guide our work, as is clearly illustrated in the design of Axon Interview, our in-precinct evidence capture solution. We have found that the challenges faced by our customers center around three things: the quality of evidence captured, the ease of managing that evidence, and the security of data storage and backup.

There is no discounting the importance of quality when it comes to digital evidence capture. Axon and the interview room development team spent countless hours designing a solution to deliver technology that doesn't compromise on quality for the sake of cost or usability. Our cameras are offered in several overt and covert configurations to capture multiple perspectives, and each one will give you the detail and reliability required by your stakeholders for your digital evidence.

The technology infrastructure of the Axon Interview solution is Axon Evidence, a cloud-based digital evidence management software accompanied by built-in onsite redundancy for even more peace of mind. All you need to access a comprehensive evidence management toolkit is an internet browser. Axon Evidence offers powerful data searchability, integrated redaction, transcription services, automatic retention period assignment, unlimited categories, configurable user profiles, and many other advanced features. All activity is tracked by a full audit trail in the CJIS-compliant Axon Evidence platform.

Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time.

Security is the most important part of managing your evidence. Chain of custody considerations require that your selected technology solution work for you, not against you. The Axon Interview solution keeps your evidence data secure, from capture to courtroom.

Onsite data redundancy ensures that your cameras never miss a moment of critical evidence. Axon Interview leverages your agency's local network to record interviews, using two recording servers. Once the interview is done, the footage will automatically trigger offload to Axon Evidence. Within Axon Evidence, your evidence will be available for your management, retrieval, and sharing within our CJIS-compliant infrastructure.

ACCESSORIES
AXON BODY 3 DOCK
The Axon Body 3 Dock provides a network connection for Axon Body 3 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery.

The Axon Body 3 Dock only functions as an Ethernet adapter, an unmanaged network switch, and charger. This allows any Axon Body 3 camera to be docked in any Axon Body 3 Dock, and still connect to your Axon Evidence account to upload video.

There are two types of Axon Body 3 Docks; a 1-Bay and an 8-Bay version.

AXON BODY 2 DOCK
The Axon Body 2 Dock provides a network connection for Axon Body 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.

- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Body 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with.

AXON FLEX 2 DOCK
The Axon Flex 2 Dock provides a network connection for Axon Flex 2 cameras to Axon Evidence, so the cameras can upload evidence and download camera updates. While information is securely transferred to your organization's account, the dock also recharges the camera's battery. At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

There are two types of Axon Flex 2 Docks; a 1-Bay and a 6-Bay version. Each version comes with a dock core piece, which the bays connect with. The bays contain a slot both for the camera and for the battery.

AXON BODY CAMERA MOUNTS
Axon offers a variety of mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Body 3, the Axon Body 2, or the Axon Flex controller:
- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.
- Shirt Pocket Mounts: We offer the 4" and 6" Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- Clip Mount: The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- Velcro Mount: The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The following mounts are designed to be used with the Axon Flex camera portion and offer flexibility:
- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak

Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.

- Ball Cap Mount: The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.
- Lowrider Headband Mount: The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.
- Collar Mount: The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.
- Epaulette Mount: If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.
- Over Vest Mount: The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount.
- Helmet Mount: The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.
- SWAT Mount: SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and arc rails and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

AXON SIGNAL

Axon Signal technology enables Axon cameras to sense nearby events and start recording.

The Axon Signal Vehicle Unit (ASV)—a device installed in the patrol vehicle—broadcasts a beacon to Axon cameras in range when specific events are reported. ASV is included as part of the Axon Fleet in-car solution but can be purchased by separately by agencies if they desire. The following vehicle triggers can be configured by the system to begin recording:

- Light bar/siren activation
- Door sensor
- Exceeding a specified speed
- Rapid acceleration
- Crash detection
- Removing a weapon from the vehicle rack

In addition to the ASV, we offer the following Axon Signal products:

- Axon Signal Performance Power Magazine (SPPM) – The SPPM is an accessory (battery) for TASER conducted energy weapons (CEWs). Using Axon Signal technology, the SPPM activates cameras when the CEW is armed, the trigger is pulled, or the arc is engaged. CEWs are not a part of the scope of this RFP, but as the SPPM integrates with the Axon video solutions, it is being included to ensure our offering meets all Member needs.
- Axon Signal Sidearm – This easy-to-install smart sensor accessory attaches to the outside of most sidearm holsters and activates if a sidearm is removed from the holster. The action of drawing your weapon will trigger surrounding cameras to start the recording process, thus eliminating manual manipulation. That way, your officers can be confident truth and transparency are being upheld through video and audio documentation.

The benefits of Axon Signal products include:

- It's easy – Record events without lifting a finger. This keeps officer focus on critical incidents.
- It tells a story – Collect key information about incidents, from the triggers that activate your camera to the video evidence captured on scene.
- It's reliable – Choose the triggers that activate your camera, so recording starts when your policy says it should.

Axon Signal technology integrates seamlessly into your routine, so you don't have to worry about manually recording, whether you're driving your vehicle, using a TASER CEW, or drawing your firearm.

9	What are your company's expectations in the event of an award?	Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided. Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the projected value of USD$35 Million. However, we understand that this is projected only, and is not guaranteed. Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a publicly traded company; all financial information is available at http://investor.axon.com. NET SALES • Net sales were $420 million and $343.8 million for the years ended December 31, 2018 and 2017, respectively, an increase of $76.2 million. • Net sales were $343.8 million and $268.2 million for the years ended December 31, 2017 and 2016, respectively, an increase of $75.6 million or 28.2%. • Net sales were $268.2 million and $197.9 million for the years ended December 31, 2016 and 2015, respectively, an increase of $70.4 million or 35.6%. • Net sales were $197.9 million and $164.5 million for the years ended December 31, 2015 and 2014 - an increase of $33.4 million or 20.3%. NET INCOME Our net income decreased by $12.1 million to $5.2 million for the year ended December 31, 2017 compared to $17.3 million in 2016. Net income per basic and diluted share was $0.10 for 2017 compared to $0.33 and $0.32 per basic and diluted share, respectively, for 2016. Our net income decreased by $2.6 million to $17.3 million for the year ended December 31, 2016 compared to $19.9 million 2015. Net income per basic and diluted share was $0.33 and $0.32 for 2016, respectively, compared to $0.37 and $0.36 per basic and diluted share for 2015, respectively. Our net income was $19.9 million for the years ended December 31, 2015 and 2014. Net income per basic share was $0.37 and $0.36 per diluted share, respectively, for 2015 compared to $0.38 and $0.37 per basic and diluted share, respectively for 2014. Additionally, we have included our Q3 2019 SEC Quarterly Report and 2018 audited financials in the document upload section. These are the most recently available reports as of this submission.
11	What is your US market share for the solutions that you are proposing?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is bidding or has won every major city deal in the U.S. market with our Axon body-worn camera platform. Since market adoption is moving very rapidly and many agencies are in trial currently, it's very difficult to say what our market share is specifically; but we are certainly the leader in body-worn camera solutions in the United States. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.
12	What is your Canadian market share, if any?	In 2018, Axon held an estimated 22.6% of the US and Canadian market share for police and law enforcement body worn cameras, in-car video, and digital evidence management. Our US market share and Canadian market share are grouped together by IHS Markit, who provided the 2018 report on which this response is based. Axon is actively engaged in the Canadian market; however, we see adoption lagging the U.S. We anticipate our share to be very strong there in the long term. Axon offers a unique full ecosystem solution that will continue to lead the market. Globally, Axon currently works with over 7,500 agencies and has over 397,800 users on our platform.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products. *
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon’s compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon’s Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 * AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet’s communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.

16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories: Axon Flex 2 Camera Hardware and Accessories, Axon Body 2 Camera Hardware and Accessories, Axon Body 2 Camera and Flex 2 Controller Mounts, Axon Body 3 Camera Hardware and Accessories, Axon Signal Hardware and Services, Axon Fleet 2 Package, Axon Fleet 2 Cradlepoint Router Bundle, Axon Fleet 2 Wireless Offload Servers and Installation, Axon Fleet 2 Installation and Professional Services, Axon Interview Room, Axon Dock Hardware, Customer Care Extended Warranty, Axon Evidence Services, and Axon Professional Services.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	• In 2017 Axon won Best Companies AZ 100 Best Arizona Companies Winners List under the Star category: At the height of their powerful success, these companies are masters of their fields, inspiring confidence in customers and employees alike. • TASER won AZ Big Media's Ranking The Best of Arizona Business first place for “Products Made in Arizona” category for the 2017 edition of Ranking Arizona • In 2016, the TASER CEO won the OneNeck IT Solutions Lifetime Achievement Award during the 13th annual 2016 Governor’s Celebration of Innovation Awards (GCOI) presented by Avnet • In 2015, TASER announces its largest camera order to date – the London Met will deploy 22,000 body-worn cameras • In 2015, TASER is named in Fortune magazine’s list of Fastest Growing Companies in 2015 • In 2015, TASER and Microsoft Azure announce partnership to deliver cloud platform for Law Enforcement	*
19	What percentage of your sales are to the governmental sector in the past three years	In the past three years, approximately 5% of our video solution sales were to the federal/military sector.	*
20	What percentage of your sales are to the education sector in the past three years	In the past three years, approximately 6% of our video solution sales were to the education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• NASPO (*was not in effect until Q1 2017): $37,618,180 • National IPA/Omnia Partners: $37,848,888 • National Procurement Partners: $60,017,370.59 • Charlotte Cooperative Purchasing Alliance: $13,102,684 • Texas BuyBoard: $43,191,589 • State of Maryland: $4,830,002 • State of Minnesota: $4,487,809 • State of New Jersey: $3,623,496 • State of Pennsylvania: $2,781,531 • Texas DIR: $21,294,418 Please note the dollar amounts represent the total contract value. Since most Axon sales are for a five-year term, the below values represent the overall contract value of a five-year period and are not fully indicative of sales over the last 3 years.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Police Department	Government	Illinois - IL	8,500 body-worn cameras, 5,000 CEWs	$40 - $38M	$73M	*
Philadelphia Police Department	Government	Pennsylvania - PA	8,100 body-worn cameras, 2,700 CEWs	$40 - $10M	$24M	*
Los Angeles Police Department	Government	California - CA	8,700 body-worn cameras, 6,700 CEWs	$40- $500K	$5M	*
San Antonio Police Department	Government	Texas - TX	4,900 body-worn cameras, 1,600 CEWs, 6 Interview Cameras	$30 - $300K	$3M	*
San Francisco Police Department	Government	California - CA	4,800 body-worn cameras	$20 - $1.5M	$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Axon directly employs approximately 161 employees in our Sales organization. Some sales representatives work from our main office in Scottsdale, AZ while others work throughout the United States and globally. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
26	Dealer network or other distribution methods.	Axon partners with distributors in limited situations. These distributors are not employees of Axon Enterprise, and therefore we are do not know their company employment numbers. Within the United States, we work with a small number of distributors to sell our CEWs, which are not a part of the scope of this RFP. These distributors do not sell our Axon video solutions, which are included in the scope of this agreement In Canada, we partner exclusively with MD Charlton to sell and service CEWs, which are not included in the scope of this RFP. There is some overlap between sales and service function in this case, as MD Charlton assists Axon with processing repairs.	*

27	Service force.	CUSTOMER SUPPORT Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed. As a whole, the Axon Support organization directly employs approximately 96 individuals.	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Axon has a full customer service and support division; live phone support is available 24 hours a day, seven days a week. For technical or Customer Support assistance, you may contact a customer service representative at 800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. Axon's Customer Service team resolved 89.78% of all inquiries and issues in under 24 hours in Q3 of 2019. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. On average, problem resolution was reached on the initial call or email 95.86% of the time in Q3 2019. Please note that resolution time may vary depending on circumstances. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will service all Sourcewell Member sectors covered by the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements or restrictions that apply to Members in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	At this time, Axon does not conduct any marketing efforts specifically related to cooperative contracting. Axon promotes the use of cooperative contracts to its salesforce by utilizing training, webinars, and other internal resources.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process: • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ecommerce site requires an authorized login and purchase eligibility to access. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card and Purchase Order (when authorized by both agency and Axon to purchase via Purchase Order/invoice). The site customizes product visibility and includes contracted pricing for each agency. The ecommerce site acts as another 'ingestion point' for orders. After the order is placed, it is processed as any other order would. As of today, the ecommerce site only supports the sale of hardware and warranties. We are looking to expand the Axon products we can support drastically within the next year and are also looking to support extended warranties and contracts. The ecommerce site is an added asset to our customers and can enable customers to order items quickly if the sales representative or customer success manager is traveling. The ecommerce team can assist on nearly anything (RMA, invoice questions, contract questions, product questions, tax exemption, etc.) and for all inquiries outside our skill sets, we can ensure your questions get directed to the proper resource quickly.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Axon can help Sourcewell members maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are detailed in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.
37	Describe any technological advances that your proposed products or services offer.	As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities. Details for each product are provided under the headers below. AXON EVIDENCE Axon Evidence's cloud-based infrastructure means that Sourcewell members do not need to devote personnel to on-premises equipment, maintenance or extensive infrastructure improvements over time. You'll remain on the cutting-edge of evidence management technology with minimal investments in staff and time. • Instantly scale: Your computing power and storage scale automatically, growing with you as you need them. • Instantly share: Your evidence is easily and securely shared with stakeholders (prosecutors, partner agencies, etc.) through the internet, preserving resources which normally would be consumed by manual processes. • Instantly upgrade: Your system receives automatic monthly updates from Axon to deliver the latest features, functionality, and security advances with no effort from your agency. • Guarantee security: Your system maintains compliance with the world's most rigorous

security standards through ongoing reviews of and upgrades to Axon Evidence's intensive security protocols, which leverage resources from Axon and Microsoft.

- Prevent system failure: Your data is always available because of robust and automated disaster recovery coupled with multiple, geographically separate storage locations.
- Ensure accessibility: Your evidence is always accessible from any device with an internet connection and standard browser subject to IP restrictions dictated by the agency.
- Integrations: Axon Evidence supports integration with Active Directory and Single Sign-On (SSO) allowing users to log in with their agency credentials and uses your network to authenticate users.

Additionally, Axon Evidence is easy to use, with a simple but feature-rich interface and intuitive layout. The dynamic interface automatically adjusts to accommodate a user's role, so they only see what you want them to see, greatly simplifying the user experience.

Axon Evidence integrates with Axon Capture, our free mobile application. Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

Axon Evidence features Axon Citizen, which is available to Pro-level users of the system. Axon Citizen for Officers facilitates quick, simple, and secure digital evidence collection from individual witnesses. Officers can issue invitations for Axon Citizen evidence submissions through the Axon Capture mobile application or Axon Evidence (via a text message or email). This invitation can include the incident ID, category, and a brief description of the incident. Invitations contain a single-use link through which a witness can upload evidence files for the issuing officer's review. This allows officers to collect information from the public in an efficient manner and associate it correctly with the corresponding GO numbers (applicable to Canadian members) to reduce the volume of unstructured data collected from the public.

Axon can also assist with integrating your CAD or RMS system with Axon Evidence. This allows the system to automatically categorize videos based on the correlated event metadata captured by the respective system. The solution is provider agnostic; categories are queried directly from the database, effectively bypassing the CAD or RMS front-end interface. This automated process does not require an officer to connect a body-worn camera to a computer or smartphone. Any system with an accessible back-end database (SQL DB, etc.) can be integrated with the Axon solution. Often, these reports are already pulled for crime statistics reporting. Auto-Tagging enables automatic tagging of Axon videos with the correct corresponding metadata from the CAD or RMS system. Automatic retention is accomplished through categorization mapping.

Multicam playback in Axon Evidence allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together, allowing users to view an incident from multiple vantage points.

Axon Evidence features a full redaction suite natively within the application allowing users with permission the ability to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Note that video redaction is a feature available with Pro Axon Evidence licenses (not available with Basic licenses).

Axon Evidence offers manual redaction (including video and audio), automated redaction and skin blurring redaction. Additionally, a bulk redaction feature is also available to assist with completing FOIA requests.

Available with the Officer Safety Plan (OSP 7+ bundle), Redaction Assistant is a powerful add-on to the standard Axon Evidence Redaction Studio. Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens). As the results come through in real-time, you can review the redactions—or simply wait to view the results when you're done with other tasks, since Redaction Assistant will stay running even when your computer is off. Redaction Studio allows users to review and approve or discard redaction masks added by Redaction Assistant to ensure videos are edited properly.

Redaction Assistant is Axon's first fully AI-powered product, and our AI Ethics Board has been engaging with us throughout the research and product development process. As a productivity tool that will make law enforcement more efficient and transparent with the public, our experience with launching Redaction Assistant will guide the development of our future AI products.

AXON BODY 3
The Axon Body 3 is our latest, most advanced body-worn camera offering to date. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments, with a 146.4° field of view. Enhanced device intelligence and Axon Signal wireless activation allows officers to focus on the situations at hand. New security features provide greater device security for data on the camera, whether in transit or in the case the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market, and even supports upload during recording.

An audio algorithm developed in partnership with Nokia dramatically improves the audio captured by the Axon Body 3 camera, compared to its predecessor. We use sophisticated on-board audio processing (Nokia Ozo-based) to conduct wind noise reduction, calculate automatic gain control, and produce a high-quality stereo audio recording. The Axon Body 3 also utilizes advanced low-light technology. A lux rating indicates low-light perception capability, or the level of light required to see an object. The camera has a lux rating of < 0.1 lux; the human eye has a lux rating of approximately 0.1 lux. Additionally, an algorithm designed to minimize blurring in fast-moving, low-light environments ensures high-quality videos.

Battery life has been improved with the Axon Body 3. When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three hours will provide an 80% charge. The battery is removable, replaceable, and recyclable.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. Recording capacity and associated settings are:

- The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video.
- The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video.
- The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video.
- The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 camera integrates with real-time situational awareness technology (Axon Aware), allowing the camera to offload video remotely, live-stream video and audio, and send alerts in real time. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, “find my camera” locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection.

Imagine a scenario where an officer radios dispatch to inform them that they are struggling with a suspect. With Axon Aware, those not on the scene can view the live footage from the officer’s body camera, to gain situational awareness (which is useful for sharing with officers providing backup). If the suspect returns to their vehicle and speeds away, the remote viewer can access previously recorded footage and capture an image of the suspect’s vehicle or license plate. This image can then be sent to other officers in the area for BOLO alerts. *

The Axon Body 3 camera has an embedded GPS chip that sources location data from the device (similar to a cell phone). Additionally, the cameras can log geolocation data by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file.

AXON BODY 2
The Axon Body 2 camera’s self-contained design requires no external wires that might interfere with an officer’s activities. Multiple mounting options require no alteration to uniforms and allow officers to adjust the camera’s position. The device’s durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide officers an effective and reliable evidence capture tool in the field.

The Axon Body 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power

consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEX 2
The Axon Flex 2 camera captures events from the officer's perspective. Connected by a single cable to a controller, the camera components do not interfere with an officer's duties. The Axon Flex 2 system offers a wide variety of mounts; the camera can be worn at or near eye-level, and the controller is worn on the torso or beltline for easy access to controls. The device's durability, full-shift battery life, configurable pre-event buffer, and intuitive controls provide an effective, reliable evidence capture tool.

The Axon Flex 2 camera features an industry-leading continuous recording time of 12 hours at 480p and 720p, and 10 hours at 1080p. The cameras are optimized for every power consideration to achieve the battery life necessary to support this invaluable capability. GPS data can be captured and stored with each video file by pairing via Bluetooth with a GPS-capable smart device. Axon View, Axon's free mobile application, allows officers to pair their cameras to their smart devices (e.g., iPhones or Android smartphones) in the field. A paired smart device determines its real-world geographic location and securely transmits the geolocation information to the Axon camera. The camera then embeds the information automatically as metadata associated with the video file. When uploaded to Axon Evidence, the system analyzes and retrieves geolocation information from the video files. A mapping function within Axon Evidence then displays in the interface the location of the camera at the time of video capture

AXON FLEET
Axon solutions simplify your existing processes. As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, you'll get the full account of an incident by viewing multiple time-synchronized videos on one screen. Securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. Focus on the task at hand and spend less time managing technology.

Fleet 2 doesn't include a DVR, saving you precious space in your vehicle. Stream, tag, and replay any camera's videos, plus write notes and upload footage, right from your MDT with the Axon View XL application.

You won't need to spend time categorizing videos - with Auto-Tagging, all Fleet and Axon body camera videos will be tagged automatically using data from your CAD or RMS system.

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

AXON INTERVIEW
Axon Interview is a state-of-the-art audiovisual recording solution designed for the critical context of the interview room. The Axon Interview solution is revolutionizing interview room technology to give agencies the best of both worlds by providing a local interview room solution that seamlessly integrates with Axon Evidence, Axon's cloud-based, turnkey digital evidence management platform.

The Axon Interview room solution is equipped with one camera and one microphone per room (if desired members can select a two camera per room solution), one touch panel per room, two application servers for redundant recording and all the software required to run the application.

Axon Interview runs on your agency's local network to record interviews. When video

captured is so critical, your agency cannot trust a straight to cloud platform where a slight loss of connectivity could cause a critical failure. That is why Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. If one server fails, the second server independently captures everything.

Interviews can be streamed from anywhere on your network, and a 24/7 buffering option allows agencies to capture events even when recording is disengaged. Axon Interview is accessed through intuitive touch screen software that allows agencies to configure their policies directly into the solution. Officers login through the touch panel, enter agency-defined metadata, and start the recording.

Once the interview is complete, the officer can end recording through the touch panel, this will automatically trigger an offload to Axon Evidence. The video will be available for review once it finishes uploading to Axon Evidence. All the powerful categorization, search, and editing functions available in Axon Evidence are now available for your interview room footage.

Instead of managing your own infrastructure and the unpredictable costs of scaling and managing proprietary storage arrays, Axon Evidence offers continual industry best practices and services allowing instantaneous and cost-effective scalability.

Axon Interview is an important expansion of the Axon Platform, adding seamless connectivity to the Axon community of connected customers. Axon Interview was purpose-built with the sole commitment of protecting the truth by capturing the interview every time and with the best video quality possible.

With Axon's solution, finding that key piece of dialogue takes moments, not hours. Users can bookmark, annotate, and comment on footage in real time. Custom metadata categories allow agencies to organize evidence in a way that works for them. Complete chain of custody is maintained and audio and video masking protects attorney-client privileges and ensures defensible evidence. Managing interview footage is simple and smart with Axon Interview.

OTHER INNOVATIONS
Available for both Android and iOS devices, the Axon View mobile application allows officers to playback videos, add tags, and assign a title, ID and categories to a video, while still in the field. Axon View automatically maps video with GPS data and allows real-time tagging of metadata from an officer's smartphone. Before the officer sets foot in the office, the video is assigned and automatically filed under the appropriate retention schedule. Once uploaded to Axon Evidence, the video evidence can be accessed quickly with a simple keyword search.

Axon Docks are multi-purpose hubs for your Axon body-worn cameras. Axon Docks upload captured videos to Axon Evidence while they charge your cameras and automatically install device firmware updates.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon operates in compliance with ISO 14001, but is not currently certified. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable-frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to the use of Conflict Minerals as well as REACH and ROHAS for our EU interactions.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon recently migrated to a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. Axon does not have any green computing certifications or awards; however, our Infrastructure as a Service provider, has the following practices in place. Datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: London Metropolitan Police Service, London UK Los Angeles, CA Police Department Calgary Police Service, AB Charlotte-Mecklenburg, NC Police Department Fort Worth, TX Police Department Dallas, TX Police Department San Diego, CA Police Department Baltimore City, MD Police Department Baltimore County, MD Police Department Memphis, TN Police Department Washington, DC Metropolitan Police Department Denver, CO Police Department Cincinnati, OH Police Department Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations effecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Axon is fully able and willing to provide our products and services to Sourcewell member agencies in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns. Please see our MSPA for full details.	*
49	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Axon will process orders Axon will accept from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members. The discount increases as the order quantity increases. Please see question #55 and the document in the pricing materials section for full details.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon sells at the sourced party’s MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each Member during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets. If the Member chooses to purchase the Axon router for the Axon Fleet in-car solution, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes: • Coverage for all products and services • 12X5 support via email, phone and chat • 24X7 qualified phone support • Advanced Exchange: next day business replacement • Service level targets • Extended warranty for routers for the term of the Cradlecare license • Assigned Enterprise Support Engineer (for deployments of 50 routers or more) • Enterprise engineering resources for network design and best practices implementation • Priority consideration of future feature requests and beta trials	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included for Alaska, Hawaii, and Canada.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon will pay 2% on the initial shipment or 1% on a multi-year sale.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time takes to update the contract after new products/services are announced by Axon	*
66	Describe, in detail, the video and recording features as it applies to your products. Examples may include activation, buffering, range, resolution, file transfer, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their video and recording features are laid out under the headers below. AXON BODY 3 The Axon Body 3 is a camera system incorporating an audio and video recording device. This camera is designed for use in tough environmental conditions encountered in law enforcement, corrections, military, and security activities. The Axon Body 3 camera is designed to record events for secure storage, retrieval, and analysis to the Axon Evidence service. The recorded events are transferred to your storage solution using the Axon Body 3 Dock. Additionally, the Axon View application enables playback of footage on a smart device for review prior to storing the data. The Axon Body 3 utilizes a new image sensor and improved microphones to provide the highest quality evidence, especially in low-light environments. Enhanced device	

intelligence and Axon Signal wireless activation capability allows officers to focus on the situations at hand. The camera can also be activated by a simple double-tap on the large, easily accessible button on the front of the device.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, “find my camera” locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

Axon Aware features require a separate subscription, of which there are two tiers, Axon Aware and Axon Aware+. The specific capabilities within each tier will evolve over time, but the main difference as it relates to policy development is that the Axon Aware+ tier enables livestreaming from all Axon Body 3 cameras, while the Axon Aware tier does not.

How does Axon Aware work in a real-world situation? In the field, let’s say an officer gets a call of a domestic disturbance and begins a recording. Back at the station, a supervisor opens the Aware tab in Axon Evidence; the live map shows the officer’s GPS marker and other camera details. As the officer arrives on scene, he is confronted by the DV suspect and broadcasts a quick but incomplete radio call. The supervisor activates livestreaming and sees the hostile suspect advancing on the officer. The officer is notified through feedback on the device that the video is being livestreamed. The supervisor radios backup to respond Code 3 as she also heads to your location. She broadcasts the description of the assailant to dispatch and other responders. Backup arrives in time to help take the suspect into custody without further incident.

The Axon Body 3 also includes a Camera Display, which shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 also includes new security features, which provide greater device security for data on the camera, in transit, or in the case that the camera is lost or stolen. The solution allows for faster offload and recharge in comparison to other products on the market.

Other features and benefits of the Axon Body 3 include:
- Improved Video: Provides up to 4x better video quality
- Multi-Microphone Audio: Provides ultra-clear audio recording

- Unmatched Durability: Built to withstand extreme weather
- Full-Shift Battery: Never worry about battery life in the field
- Pre-Event Buffer: Configurable up to 120 seconds with optional audio capture
- Advanced Detection & Wireless Activity: Greater device awareness allows for broader camera activation methods
- High Speed Offload & Charging: Offload evidence and charge quickly
- On- Device Encryption
- Advanced Telemetry: Embedded GPS and accelerometer
- Dock: Dock supports offload and charging of up to eight cameras
- Versatile Mounts: New mount keeps the camera secure without magnets or puncturing shirts

AXON BODY 2
The Axon Body 2 was designed specifically for use in tactical policing situations to capture events as seen by the officer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress situations. Recordings are initiated with a single event button located on the front of the device, so an officer can easily reach it with one hand. The Axon Body 2 can also be activated wirelessly through Axon Signal technology.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video.

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

FEATURES & BENEFITS
- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for a full shift (over 12 hours)
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Applications: Tag and replay videos from the field with Axon View
- RapidLock Mounts: Versatile mounts are designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS
- Field of View: 143 Degrees
- Recording Capacity: Up to 70 Hours Depending on Resolution
- Video Quality: 30 frames per second; resolution spanning 480p - 1080p
- Battery: Rechargeable lithium-ion polymer battery (3000 mAH capacity)
- Weather Resistance: IEC 60529 IP67 (dust, water); MIL-STD-810G (Salt fog)
- Humidity: 95% non-condensing
- Operating Temperature: -4 °F To 122 °F [-20 °C To 50 °C]
- Rugged: Drop tested from up to 6 Feet – camera is housed in high-impact polymer

AXON FLEX 2
The Axon Flex 2 is a point-of-view camera that provides multiple options for wearing the camera to suit your officers' needs in the field. The 120° field of view lens captures events as experienced by the wearer. Activation of event recording is simple and accessible, making it easy for officers to operate the device in high-stress

situations. Recordings are initiated with a single event button located on the front of the controller, so an officer can easily reach it with one hand. The Axon Flex 2 can also be activated wirelessly through Axon Signal technology.

The camera is connected to a controller, which houses the battery, with one cable. The Axon Flex 2 camera can be mounted on Oakley Flak Jacket® glasses, ball caps, uniform collars and epaulettes, a lowrider headband, on a vest, and motorcycle and SWAT helmets.

The pre-event buffer captures up to two minutes of video (depending on agency settings) immediately preceding event recording. The pre-event buffer period is configurable in 30-second increments, from 0-120 seconds at 480p and 720p resolutions, and from 0-90 seconds at 1080p. By default, the pre-event buffer is 30 seconds. For additional flexibility, a 10-second pre-event buffering option is also available. Audio recording can be disabled during buffered video recording to accommodate agency evidence collection policies. Audio recording is disabled for pre-event buffering by default.

The camera has four video quality settings with a minimum video resolution of 480p and a maximum video resolution of 1080h. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable storage to house captured video files. The 480p resolution setting captures video at a rate of 0.9 GB per 60 minutes of video. This setting supports storage of over 46 hours of video. The 720l resolution setting captures video at a rate of 1.2 GB per 60 minutes of video. This setting supports storage of approximately 38 hours of video. The 720h resolution setting captures video at a rate of 2.0 GB per 60 minutes of video. This setting supports storage of approximately 25 hours of video. The 1080h resolution setting captures video at a rate of 4.5 GB per 60 minutes of video. This supports storage of approximately 11 hours of video. *

The solution supports a Dock & Walk Workflow. At the end of a shift, officers insert their cameras into the Axon Dock. The dock charges the cameras and updates firmware, while securely uploading videos. Videos can also be uploaded via the Evidence Sync desktop client.

AXON FLEX 2 FEATURES & BENEFITS
- HD Video: The industry's best low-light video records in 1080p HD
- Full-shift Battery: Lasts for over 12 hours covering an entire shift
- Configurable Pre-Event Buffer: Capture up to 2 minutes before an event
- Dual-Channel Audio: Camera records two audio channels
- Axon Signal Wireless Activation: Cameras start recording automatically based on pre-defined triggers
- Optional Mute: Disable audio in the field to support dual-party consent
- Mobile Application: Tag and replay videos with the Axon View mobile app
- RapidLock Mounts: The system uses versatile mounts designed for versatility and comfort, while keep the camera steady

TECHNICAL SPECIFICATIONS
- Field of View: 120 degrees
- Recording Capacity: Up to 70 Hours depending on resolution
- Video Quality: 30 frames per second; resolution spanning 480p to 1080p
- Battery: Rechargeable lithium-ion polymer battery (3600 mAh capacity)
- Weather Resistance: IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)
- Humidity: 95 percent non-condensing
- Operating Temperature: -4° F to 122° F [-20° C to 50° C]
- Drop Test: Up to 6 feet; devices are housed in high-impact polymer
- Dimensions: Controller: (D1) 0.94 in, (D2) 1.14 in, (W) 2.45 in, (H) 3.0 in; Camera: (L) 2.9 in, (H) 0.75 in, (W) 0.74 in
- Weight: Controller: 4.4 oz., Camera: 0.88 oz

AXON FLEET
Axon Fleet integrates effortlessly with Axon body-worn cameras to optimize functionality and utilizes software driven features to minimize the costs and constraints of excessive hardware components. Axon Fleet 2 is more than just a dash camera; it’s part of a powerful platform that connects mobile, cloud, and wearable technologies. The cameras feature wide-angle lenses and HD video to ensure top quality recording.

Axon Fleet includes front and back cameras with features like infrared and zoom. And it offers you things you don't always associate with in-car systems, like simple pricing, over-the-air updates so you never have to worry about manual work, and integrations with Axon's body cameras and evidence management system to save you time. The rotatable front camera's low-profile design and improved mounting maximizes the officer's field of view and provides clear, stable video. Its digital zoom makes license plates readable at up to 30 feet.

As part of the Axon platform, Axon Fleet works seamlessly with Axon body cameras and Axon Evidence to capture the full story. Once uploaded to Axon Evidence, multicam playback allows videos that were recorded by different body-worn and in-car cameras (in the same location and time) to be played back together on the same screen, allowing users to view an incident from multiple vantage points. Integration with Axon Evidence means you can securely share and track digital evidence across public safety stakeholders with smart features such as redaction, digital verification, and audit logs.

The cameras have four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p and a maximum video resolution of 1080p. It utilizes a 16:9 aspect ratio at 1080p and 720p, and a 4:3 aspect ratio at 480p. The video resolution, encoding bit rate, frame rate, and video encoding format impact the size of files captured at each setting. The device has 64 GB of non-removable The Low SD setting captures video at a 480p video resolution at a rate of 0.8 GB per 60 minutes of video. This setting supports storage of over 70 hours of video.

The Axon Fleet system supports three different methods of camera activation. Two require manual intervention by the officer, while the third does not. First, officers can use the View XL MDT application to see the current status of each camera and tap the screen to begin a recording. The camera status will then change to “Recording” on the screen. The recording can be ended using this method as well. Secondly, the officer can press the large Event button on the front of each device to manually begin a recording. The camera status will then change to “Recording” on the MDT screen. The recording can be ended using this method as well. Finally, Axon Fleet includes handsfree camera activation via Axon Signal technology with configurable triggers, including such as light bar activation, door, vehicle speed, acceleration, crash and weapon rack. This allows officers to focus on the task at hand and spend less time managing technology. Recordings started via Axon Signal activation must be ended manually via the front button or by using View XL.

The length of the pre-event buffer is configurable from 0-120 seconds (in 30 second increments) at 480p and 720p, and from 0-90 seconds at 1080p. The camera also features configurable on/off audio capture to record the evidence your agency needs. The duration of the pre-event buffer is 30 seconds by default. Cameras can also be configured to record sound as well as video during buffering (sound is not recorded by default during buffering).

Axon body-worn and in-car cameras work either as standalone devices or in conjunction with one another. The two systems integrate seamlessly, extending the overall capabilities of the Axon Evidence ecosystem. This cross functionality allows users to categorize and label video on both Fleet and body cameras from the Axon View XL software application. When uploaded to Axon Evidence metadata added in the field is ingested with the video files.

There are two offload methods available to upload Axon Fleet in-car video to Axon Evidence. Axon Sales Engineers will work with member agencies to evaluate these methods to ensure that the right option for each agency is chosen. Both options allow the cameras to remain in the vehicle via wireless connectivity. Regardless of offload method chosen, the MDT/MDC running Axon View XL must be able to connect to the Internet.

The Axon Fleet system supports wireless offload via LTE/4G networks using an in-car broadband connection. The configuration also reduces the contention on agency Wi-Fi infrastructure, as Axon Evidence is a cloud-hosted service. This offload method is best supported by an unlimited data and unlimited bandwidth plan (without which, video upload will likely be throttled).

Video is offloaded through an available cellular carrier network and the vehicle must have a compatible router capable of simultaneous AP/Client Mode. Axon does not provision, activate or manage carrier SIMs. The MDT/MDC running Axon View XL must be able to connect to the Internet.

Wi-Fi offload is the second method available to agencies. This is an alternative to LTE uploads for customers whose LTE data plan throttles uploads or customers in areas lacking adequate LTE coverage.

A Wireless Offload Server (WOS) is required to facilitate offload via Wi-Fi. The WOS is network appliance that enables multiple concurrent video offloads from the Axon Fleet system leveraging the Axon router's Wi-Fi as a wireless wide area network (WWAN) function through compatible Wi-Fi access points.

When a vehicle is within range of a Wi-Fi access point, the Axon View XL application recognizes the WOS and begins to offload videos from the Axon View XL upload queue to that server. The video offload is done in segments, but, as with LTE

		offloads, the video file is retained on the Axon Fleet camera until successfully transferred. AXON INTERVIEW Axon Interview incorporates high-definition cameras and microphones to help capture the critical events that occur in the interview room. The Axon Interview interface consists of an intuitive and user-friendly touch screen software. The application saves you time and allows you to tag footage with metadata before transferring it to Axon Evidence. Axon Interview uses two recording servers, with both independently capturing their own video feed and microphone feed from the source. If one server fails, the second server captures everything. This redundancy means that you don't have to worry about losing a 15-hour confession because a server crashed. The Axon Interview software is installed on a touch panel and offers an intelligent interface for managing and monitoring interviews. The touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. This eliminates the need for additional hardware and pieces of equipment to be installed; streamlining this process saves time and effort. A key feature of the Axon Interview system is the continuous 24/7 recording buffer. Based on configuration, the buffer can capture weeks of continuous audio and video recordings to local storage, protecting agencies from losing important footage if an interviewer forgets to start recording. Agencies also have the ability to fully disable the recording buffer should it be required by local jurisdictional requirements. Please note, by disabling the continuous buffer, any interview footage outside of an active recording session will be lost and the Pre- and Post-Event recording buffer option is also disabled. During recording, tools will allow the user to verify both the video and audio are recording. Other on-screen tools include bookmarks (to easily find key moments from a long interrogation), audio and video masking to protect privacy and an option to lock the screen. The hardware required for Axon Interview includes the following components. • Axis IP Cameras – The solution can support up to two cameras per room; both covert and overt cameras are available. Cameras record at a maximum speed of 50/60 frames per second. • Louroe Microphones - The microphones will be plugged into the cameras and receive their power from there. • Evo Touch Panels - Touch panels will be mounted in front of each interview room and will communicate with the redundant recorders throughout the network. The interview will be started and stopped from the touch panel. • Cisco or HP POE Switches - The cameras will be plugged into a POE switch, receiving their power and communicating with the recording software. 24 port and 8 port POE switches are available. • Orion Redundant Recording Servers - Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the source. In the event one server fails, the second server independently captures everything, ensuring you won't lose any footage. The servers can support 12 to 15 cameras per physical location. Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer. Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time. Thanks to Axon Evidence, all your digital data is now found in one place. For example, you can pair an Axon body-worn camera arrest video with Axon Interview footage of the suspect being brought in for questioning. From capture to courtroom, Interview is part of the Axon platform that lets you track the history of a case in a secure, CJIS-compliant platform. Overall, the solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.	
67	Describe, in detail, the device features specific to your product offering. Examples may include weight, size, weather compatibility, display or monitoring options, connectivity, battery life, etc.	Axon's solutions include our three current models of body cameras, our in-car camera system, and our interview room solution. Their device features are laid out under the headers below. Axon has included further information regarding our offerings in the Additional Documents upload portal. AXON BODY 3	

The total weight of the Axon Body 3 is 6.9 oz., inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 1.3" (d) x 1.6" (W) x 3.8" (H). The Axon Body 3 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 3 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 3 camera display is located on the top of the device. The display area is 1.66" (W) x 0/76" (H), with a viewable area of 1.00" (W) x 0.42" (W). The Camera Display shows information on camera status and activity. Different information is shown depending on if the Axon Body 3 camera is in the field or in an Axon Dock. If Axon Aware is not enabled, some icons may not be active or displayed. The Status Bar (upper portion of the display) shows the battery capacity, camera pairing information, light status, Stealth mode status, and low battery warnings. The Activity Area (main portion of the display) gives information on camera readiness, recording status, Axon Signal broadcasts, Axon Aware Live Streaming notifications, gunshot detection warnings, and Mute Mode information. At night and in low-light situations, users can use the Select button to backlight the Camera Display. The backlight display can be activated by double-pressing the Select button on the Axon Body 3. This will trigger the Camera Display to light up and remain backlit for two seconds.

The Axon Body 3 is our first camera to integrate with Axon Aware. Axon Aware is our new real-time situational awareness technology. The camera is connected to LTE - similar to a cell phone - and can livestream to Axon Evidence instantaneously so that authorized supervisors, incident commanders, real-time crime centers or other designated resources have better information from the field. This LTE capability also opens the door for a wide variety of potential future features, including critical evidence offloading from the field, "find my camera" locator functionality, and much more that will be added in future firmware releases. Other Axon Aware features include real-time alerts and notifications, including gunshot detection. Additional capabilities will be added over time, and Axon Aware itself will also eventually be incorporated into other Axon products.

The Axon Body 3 is extremely rugged, securely sealed, water resistant, and shock resistant. The Body 3 camera is a self-contained unit with no fragile moving parts on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3440 mAh capacity. The battery is removeable, replaceable, and recyclable. Under normal usage, the Axon Body 3 camera can provide more than 12 hours of battery life; 11 hours while in Buffering mode, 1 hour while in Recording mode. Additionally, the usage of an Axon Body 3's advanced functions (e.g., livestreaming) will result in greater battery consumption and reduce overall battery life.

When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five (5) hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three (3) hours will provide an 80% charge.

The Axon Body 3 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 3 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 3 is impact certified from a height of 6 feet. The most common

damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of −4 °F to 122 °F [−20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Axon on-officer cameras should not be stored in environments where the temperature is likely to exceed 95 °F (35 °C) (such as under direct sunlight, near heaters, or in a vehicle in extremely hot weather) or exposed to temperatures below −4 °F (−20 °C).

AXON BODY 2
The total weight of the Axon Body 2 is 5.0 oz. (142 grams), inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 0.94" (D1) x 1.01" (D2) x 2.76" (W) x 3.42" (H). The Axon Body 2 camera is designed to work with a variety of Axon mounts. The various mounts can be used with a wide variety of uniforms and hold the camera to your shirt, patrol vest, jacket, or belt.

In general, the Axon mounting system consists of the attachment piece called the key, that is built on to the back of the camera, and the attachment receiver called the lock, built in to the mount. To lock a camera in place, users insert the key of the camera into the lock of the mount and turn it 90 degrees counterclockwise (when you are looking straight at the mount). To release the camera from the mount, turn the camera 90 degrees clockwise. Mounting options include: Flexible magnet mount, single molle mount, double molle mount, anchor mount, women's z-bracket mount, men's z-bracket mount, large pocket mount, small pocket mount, Velcro mount, belt clip mount, and wing clip mount.

Note: As with any Radio Frequency or electronic device, Axon recommends that you avoid placing your Axon Body 2 camera directly next to your radio to prevent inadvertent radio activation.

The Axon Body 2 has an internal, rechargeable, lithium-ion polymer battery with a 3000 mAh capacity. The battery is removeable, replaceable, and recyclable. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Body 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Body 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the device. The Battery LED ring displays the battery's remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Body 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The camera is a self-contained unit with no fragile moving parts or electronics (like LCD screens) on the exterior. The device is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Body 2 has an IEC 60529 IP67 ingress protection (IP) rating. This IP rating means the device is dust-tight and highly resistant to water ingress when submerged at a depth of up to 1 meter for 30 minutes. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Body 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The device operates normally in up to 95% humidity (non-condensing).

The Axon Body 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Axon camera's ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon's numerous mounts are strong enough to hold the camera in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of −4 °F to 122 °F [−20 °C to 50 °C]. The cameras' ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras' functionality in almost any environment throughout the year.

Axon camera's high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEX 2
The Axon Flex 2 camera is 2.9 in (L) x .75 in (H) x .74 in (W) and weighs 0.88 oz. The Axon Flex 2 controller is 3.0 in (H) x 2.45 in (W) x 1.14 in (D) and weighs 4.4 oz.

Axon Flex 2 camera mounts attach to officer uniforms, accessories, and protective gear. The selection of mounts facilitates several point-of-view perspectives.

The following mounts are designed to be used with the Axon Flex camera portion:
- Oakley Eyewear Mount: The Flex 2 camera can be attached to Oakley Flak Jacket® glasses with the Oakley Eyewear Mount. This mount positions the camera at eye-level, designed to capture the officer's direct point-of-view.
- Ball Cap Mount: The Flex 2 camera can be worn with officer headgear, including ball caps, using the magnetic Ball Cap Mount. One magnetic clip is placed on the inside of the cap while the rest of the assembly overlaps on the outside, held securely in place by magnetic force. The camera clips into the outer assembly and sits near the officer's eye-level.
- Lowrider Headband Mount: The Lowrider Headband Mount is a comfortable frame that wraps around the back of the head with a Flex 2 camera clip mounted on the front end. Like the Oakley Eyewear Mount, the headband places the camera at eye-level to capture an officer's true perspective of events.
- Collar Mount: The Collar Mount consists of a magnetic clip with an attached Flex 2 camera clip and a metal collar support bar designed to wrap underneath the collar (around the back of the neck) for stability. The magnetic clip attaches to the shirt collar to mount the camera above shoulder-level.
- Epaulette Mount: If an officer's uniform shirt has epaulettes, the Flex 2 camera can attach to the shirt with the Epaulette Mount. The mount can be positioned to place the camera above or below the epaulette to capture the desired perspective.
- Over Vest Mount: The Over Vest Mount attaches to vests worn in the field. In tactical situations, this mount provides the same level of stability and accessibility as the epaulette mount. *
- Helmet Mount: The Helmet Mount attaches the camera to most smooth, hard surfaces, like helmets, using a suction mechanism. The mount can be placed anywhere on the gear that can achieve suction.
- SWAT Mount: SWAT officers know better than anyone that body-worn cameras can be knocked off in highly physical situations. That's why we've developed a mount that secures the full Axon Flex 2 system to a SWAT officer's helmet and holds true through intense, highly active incidents. With the SWAT Mount, the Flex 2 camera and controller both attach to the SWAT helmet, consolidating the system on the helmet and avoiding any interference with other gear.

Axon offers a variety of controller mounts to suit individual needs. Some mounts are optimized for security in tactical situations (Z-Bracket, Magnet, and Molle Mounts), while others provide more versatility (Shirt Pocket, Clip, and Velcro mounts). The following mounts are designed to be used with the Axon Flex controller:
- Z-Bracket Mount: The Z-Bracket Mount inserts between the buttons of a shirt. This mount is available in both male and female uniform orientations.
- Magnetic Mount Options: We offer two powerful magnetic mounts to accommodate different uniform attire and give the wearer a broad choice of mounting locations. The Flexible Magnet Mount is intended for lighter-weight uniform shirts, and the Outerwear Magnet Mount is for coats and heavier garments.
- Molle Mount Options: Molle mounts attach to the Molle straps on tactical vests and can withstand >100lbs of retention force. The Single Molle Mount is lighter and more flexible than the Double Molle Mount, which provides more lateral stability.
- Wing Clip Mount: The Wing Clip Mount consists of two pieces that make use of

clipping and slot-and-key features to grip the fabric and provide strong retention. The mount is non-magnetic, lightweight, and versatile in placement owing to a hole feature that allows mounting over buttons or zippers. Furthermore, the outer piece can be rotated to the appropriate orientation per surface markings, so that the mount can be worn over single or double layers of fabric. This mount is compatible with a number of type B and C uniforms.

- Shirt Pocket Mounts: We offer the 4” and 6” Shirt Pocket Mounts that attach easily to uniform shirt pockets of various sizes.
- Clip Mount: The Clip Mount is simple in design and easy to fasten. This mount permits numerous mounting locations for non-tactical use.
- Velcro Mount: The Velcro Mount attaches to uniforms and vests with Velcro patches. Note that the back of the mount must be sewn onto or otherwise affixed to the uniform.

The Axon Flex 2 controller houses the device’s internal, rechargeable, lithium-ion polymer battery. The battery has a 3600 mAh capacity. Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. In Event mode, the battery life varies depending on the recording resolution. Axon cameras have four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480p, 720p and 1080p video resolutions. Axon camera batteries will provide 12+ hours of power when recording time at a resolution of 480p or 720p, and 10+ hours of power when recording at 1080p.

The Axon Flex 2 does not have a display screen. However, officers can determine the approximate remaining battery life of the Axon Flex 2 by pressing the Battery Status button. The button is located beneath the camera’s Event button on the front of the controller. The Battery LED ring displays the battery’s remaining capacity when the device is in use and during charging. In addition, an officer can find the exact battery percentage remaining on the camera through the Axon View application on a paired smart device. The Axon View application also allows officers to watch videos, add metadata, view remaining recording capacity, and more—all from the field.

The Axon Flex 2 is extremely rugged, securely sealed, water resistant, and shock resistant. The Flex 2 system is designed for durability and undergoes rigorous testing so users can rely on longer-lasting cameras with fewer failures and a lower overall total cost of ownership.

The Axon Flex 2 has an IEC 60529 IP54 ingress protection (IP) rating. This IP rating means the Axon Flex 2 camera and controller are dust-protected and safe from ingress of spraying or splashing water from any direction. Sensitive internal components are dependably protected against solid and liquid intrusions.

The Axon Flex 2 is tested to and passes MIL-STD-810G Test Methods for vibration, salt fog, and blowing dust resistance. The system operates normally in up to 95% humidity (non-condensing).

The Axon Flex 2 is impact certified from a height of 6 feet. The most common damage to body-worn camera devices results from a drop; the Flex 2 system’s ruggedized high-impact polymer protects against damage from this common occurrence, reducing repair and replacement costs as well as downtime. Further, Axon mounts are strong enough to hold the camera and controller in place during strenuous activities such as running or fighting.

Axon body-worn cameras have an operating temperature range of −4 °F to 122 °F [−20 °C to 50 °C]. The cameras’ ability to withstand extreme temperatures keeps crucial evidence safe and means officers can rely on their cameras’ functionality in almost any environment throughout the year.

Axon camera’s high-temperature tolerance proves valuable on particularly warm days when storing a device in a vehicle or when responding to incidents involving excessive heat, such as a residential or car fire.

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Long-term storage should be in a climate-controlled environment, less than one month at the highest temperature. Axon body-worn cameras have a charging temperature range of 41 °F to 95 °F [5 °C to 35 °C].

AXON FLEET

The Axon Fleet solution is highly customizable. Axon Sales Engineers will work with member agencies to evaluate options to ensure that the solution fits your needs.

The dimensions of each Axon Fleet hardware component are provided below (length x width x height).

DIMENSIONS

- Front Camera only: 4.12” x 3.61” x 2.31”
- Front Camera and Mount: 4.12” x 3.61” x 4.79”
- Rear Camera: 1.37” x 5.22” x 1.72”
- Rear Camera Controller: 1.31” x 3.37” x 3.92”
- Axon Power Unit (Battery): 4.54” x 2.98” x 1.63”
- Axon Signal Vehicle Unit: 3.3” x 2.31” x 1.32”
- Cradlepoint Router: 4.6” x 4.5” x 1.2”

WEIGHT

- Front Camera: 6.9 oz
- Front Camera and Mount: 11.8 oz
- Rear Camera: 9.6 oz
- Rear Camera Controller: 3.8 oz
- Axon Power Unit (Battery): 9.8 oz
- Axon Signal Vehicle Unit: 3.23 oz
- Cradlepoint Router: 14 oz

The front-facing Fleet camera has an IEC 60529 IP53 ingress protection (IP) rating (dust, spray). The rear-facing Fleet camera has an IEC 60529 IP54 (dust, spray). Additionally, Axon Fleet cameras are physically hardened to the US Military Standard MIL-STD-810G and are suitable for policing and tactical operations.

All Axon Fleet hardware will operate normally in up to 90% humidity (non-condensing). Spray and humidity testing are performed in house by Axon; dust testing is performed by a third-party.

The Axon Fleet system has passed rigorous shock and vibration testing to simulate an in-car environment in various road and environmental conditions. The system is designed as a rugged solution built to withstand the extreme and dynamic conditions inside of a vehicle. The cameras can withstand a 6-foot drop.

All Axon Fleet cameras and mounts are tested to IACP crash test specifications, including a static pull test with a force corresponding to 50 times their own weight, in at least three different angles to simulate frontal, side, and rear collisions.

The Axon Fleet power unit (battery) essentially acts as both an uninterruptible power source and a standby power supply. The Axon Fleet system uses the vehicle’s electrical system as a power source. If the vehicle’s ignition is shut off, the Axon Fleet power unit supplies power to the camera to allow you to keep recording. With a fully charged power unit, the camera can record over 4 hours without the engine running. The battery will begin recharging when the engine is turned back on. It may take over 3 hours for a depleted battery to fully recharge.

The Cradlepoint router serves as the communication platform inside the vehicle, routing cellular, Wi-Fi, GPS and Metadata for the Axon Fleet system. Please note Axon does not provision, activate, manage or manage carrier SIM cards for routers and does not manage cellular carrier data plans.

The router kit includes the current Cradlepoint router, ethernet cables, GPIO cabling and power cabling. The following hardware must be purchased to use the router.

5-IN-1 ANTENNA

The MULTIMAX FV antenna (manufactured by Airgain) is a full outdoor antenna designed specifically to provide high performance connectivity for Fleet and Public Safety vehicles and assets connecting to almost any vehicular router or modem. This antenna offers two high gain cellular/LTE/MIMO antennas which support LTE Band 14 for FirstNet, two high gain dual band Wi-Fi antennas, and a GNSS antenna inside a single robust and compact housing.

WARRANTY

If the Member chooses to purchase the Axon router, NetCloud and Cradlecare must also be purchased. PRIME NetCloud enables zero-touch deployment and remote management of Multi-WAN branch and in-vehicle routers and IoT gateways. NetCloud Engine enables virtual cloud networking that leverages cloud, Software-Defined Networking (SDN), and Network Function Virtualization (NFV) technologies. Cradlecare includes:

- Coverage for all products and services
- 12X5 support via email, phone and chat
- 24X7 qualified phone support
- Advanced Exchange: next day business replacement
- Service level targets
- Extended warranty for routers for the term of the Cradlecare license
- Assigned Enterprise Support Engineer (for deployments of 50 routers or more)
- Enterprise engineering resources for network design and best practices

implementation
- Priority consideration of future feature requests and beta trials

AXON INTERVIEW ROOM
The Axon Interview solution is highly configurable. Our Axon Sales Engineering team will work with each Member to ensure that the solution we sell is configured to their individual needs.

The Axon Interview solution can support both overt and covert cameras. The overt cameras most commonly utilized has dimensions of 4.0" x 5.875" and a weight of 1.2 lbs. The covert camera most commonly utilized has dimensions of 1.75" x 0.82" and a weight of 0.75 lbs. The most commonly utilized microphone has dimensions of 2.75" x 4.5" and a weight of 8 oz.

Touch panels will be mounted in front of each interview room and communicate with the redundant recorders throughout the network. The cameras will plug into and draw power from a POE switch to communicate with the recording software. The microphones will plug into and draw power from the cameras. The interview is started and stopped from the touch panel or from a designated PC.

The recording server is capable of storing over 720 hours of video as this is meant as an initial recording point only. At the end of the recording, the video file will automatically begin offloading to the cloud, when the video has been fully offloaded (and authenticated with a cryptographic hash function) the file will automatically purge from the server making room for additional interviews.

Axon Interview uses a secure mechanism to offload the interview footage from the local server to the customer's Axon Evidence tenant. All communication between Axon Interview and Axon Evidence is conducted over TLS 1.2 with 256-bit encryption to safeguard data during transfer.

68	Describe the training, set-up and installation process.	Preliminary technical assessment and support will be provided by the Axon Pre-Sales Engineer assigned to the Member. This individual is a subject matter expert in embedded systems and networking and knows how to configure our products to best support your desired workflows. The Sales Engineer will also coordinate any additional resource required for your project. Post evaluation by a Sales Engineer, Axon can help Members to maximize their Axon investment with comprehensive implementation. The Axon Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all Axon products and Axon Evidence functionality. The full-service professional services package includes a Project Manager who will create a custom project plan to fit the member's needs. Each Professional Services package addresses the vital elements of an agency's solution, starting with system structure and configurations before moving to topics relating to device use and functionality. We have included all our Professional Services offerings in the scope of this Cooperative. Axon sales representatives can help individual members evaluate what plan is right for them during their purchase. Costs are included in our price sheets. There are other benefits with the Axon Professional Services offering, such as subject matter experts who consult on best practices for the set-up, configuration, policy and overall program performance for your deployment. These services are optional. However, an agency's program success is three times greater when Professional Services has rendered on-site support, compared to when agencies don't utilize the offering. Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors. During the initial phase of the implementation process, Axon's Professional Services team will assist with the following tasks: • System Set Up and Configuration • Configure categories & custom roles • Troubleshoot IT issues After An initial, limited number of key users, armorer(s) and system administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future user officers. They typically become a resource when newer users are activated and require training or assistance. Regarding Axon Evidence training, the agency administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Axon Evidence services. Our team will provide step-by-step explanations and assistance for agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence. Administrators should attend all the training sessions that are decided upon. We will then provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. Although the cameras, in-car systems, and interview room solution themselves are simple in design and use, a proper introduction to hardware and workflow is essential. The Professional Services training offering provides different options for training, depending on the level of detail and time necessary for users. Axon believes in the philosophy of "Smart Small, Test, Assess, Correct, Go Big". Deploy the key users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your user training. During on-site training, our Professional Services team also will provide the member with training documentation, which can be used in future training sessions.	*

69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	Each offered solution ingests its footage into Axon Evidence, our DEMs system. Axon Evidence is a robust end-to-end solution that not only allows agencies to store data, it also enables new workflows for managing and sharing that data securely - from anywhere. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Within Axon Evidence, access to information is governed by the agency-defined access control system built into the solution. Each Axon Evidence user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions. Additionally, Axon Evidence provides many security features to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also configurable for user login and prior to administrative actions. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Axon Evidence provides users with easy, straightforward methods of searching, reviewing, managing and sharing digital evidence. Axon Evidence uses category types to organized stored video, simplifying the search process for your agency users. All categories are set by your agency to reflect your policies and desired structure. This categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Axon Evidence can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention and restricted access for especially sensitive evidence. Additionally, numerous metadata tags can be applied to evidentiary assets. These metadata fields are included in the searching interface to help you locate the evidence you need quickly and efficiently. ID, title, notes and tags are free text, user-defined values. Custom metadata fields will also be available to narrow search results on the advanced search page. Axon Evidence features a full redaction suite natively within the application allowing users to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Authorized users will have access to automated redaction and skin blurring redaction. Redaction Studio tools include options for frame-by-frame manual redaction, Spray Paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio file redaction. Editing tools include the ability to create markers and clips, update or add metadata (e.g., notes, title, ID) and create photos from video stills. Access Lists control internal and external user access to files in Axon Evidence. Each piece of evidence has its own access list, so you can individually manage access as needed. You can set the sharing duration period and the access level to the file shared (e.g., share or download). Axon Evidence has eight native system reports that include various sets of file metadata for evaluation and analysis. These reports generate as Microsoft Excel worksheets that allow data grouping, sorting, and additional manipulation through the pivot table function. Advanced reporting and data analysis is possible through the Axon Evidence Partner API, which can pull data into third-party business intelligence tools. Axon Evidence is a turnkey digital evidence management solution, so it acts as a single repository for all your digital evidence. Axon-captured video and digital evidence files (such as crime scene photos, documents and third-party video) can all be managed from one place – Axon Evidence. *
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	Axon Evidence can be accessed using a compatible browser installed on a tablet or smartphone. Axon Evidence is written in HTML5 to allow mobile devices to display the site and can be accessed with the following web browsers: • Microsoft Internet Explorer • Google Chrome • Mozilla Firefox • Apple Safari • Microsoft Edge Axon also offers several mobile applications, which are outlined under the headers below. AXON VIEW Using Axon View, a free mobile application, officers can add metadata by tagging evidence with a title, event ID, and category, prior to uploading the file to Axon Evidence. When offload is initiated, the videos stored on the camera upload to Axon

Evidence with the tag information applied from the Axon View application.

Officers can also view videos stored on the camera using the Axon View app, an officer can pair the Axon camera with a smart device via a Bluetooth and Wi-Fi connection and review videos stored on the camera. Data is not stored on the smart device and cannot be deleted, altered or edited.

Officers can tag videos with the following metadata.
- ID – Case ID of incident
- Title – Titles default to the device type, date and time of the video capture "Axon Body 2 Video 2012-10-13 1447". This field can be updated by the user at the time of capture to display a more specific title (i.e. suspect name or address of incident).
- Category – Allows searching for any category type or to specify any category added by the Agency (i.e. traffic violation or felony arrest). Users can add multiple categories to a given piece of evidence. Axon View pulls the pre-defined categories and retention criteria from the agency's Axon Evidence account. This limits the category assigned to a video or bulk group of videos to one category selection.
- Location - GPS tagging will also be recorded as metadata as long as the application is permitted to access location information from the smart device paired to the camera.

AXON CAPTURE
Axon Capture streamlines the evidence collection process by harnessing the power of the modern phone to capture digital evidence. It allows officers to capture photos, videos, and audio recordings using the technology already in their pocket, with the security and organization to protect truth.

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. The application was built specifically for law enforcement to allow officers to capture digital evidence right from the field. *

The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smartphones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

AXON DEVICE MANAGER
We're always looking for ways to increase efficiency across the Axon platform. That's why we developed the Axon Device Manager mobile application to streamline Axon device management tasks. The app allows authorized users to manage device assignments, statuses, and firmware updates for certain Axon devices from their smartphones.

Authorized users log in to the app under their agencies' Axon Evidence instance using their Axon Evidence credentials. The connectivity between the app and Axon Evidence ensures device assignments and updates completed via Axon Device Manager are properly reflected in Axon Evidence.

The Axon Device Manager app assists agencies deploying large numbers of devices by enabling armorers or administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

The Axon Device Manager app is available for download in the App Store for iPhones and the Google Play Store for Android smartphones. The app requires an NFC-compatible smartphone and certain OS versions to operate. Axon Device Manager is currently available through the Google Play Store for Android Devices Version 5.0 and up and through iTunes for iOS 11.0 or later. Compatible with iPhone, iPad, and iPod touch.

Axon Device Manager currently supports the following devices which are included in the scope of the RFP:
- Axon Body 2 camera
- Axon Flex 2 camera
- Axon Signal Sidearm device
- Axon Signal Unit

Firmware upgrades only
Android only
The application will be compatible with all future Axon devices.

71	Describe your upgrade policies for hardware and software products.	SOFTWARE Axon releases Axon Evidence software upgrades on both a scheduled and nonscheduled basis as required. Axon will release a software update to Axon Evidence during a period of low traffic usage. Software upgrades are “pushed” to Axon Evidence and are immediately available to you as soon as you log on, eliminating the need to perform manual updates. Axon applies these upgrades remotely, so you don’t have to worry about properly integrating or updating your systems. Routine maintenance is scheduled on the fourth Tuesday of each month at 21:00 – 22:00 PST. The latest product features, enhancements and software updates, upgrades, patches and fixes and firmware updates are included as part of your investment in Axon Evidence in the price of software licenses. Patches contain fixes to known issues reported by internal resources or by users at police agencies. There are no additional costs for any software patch or fix deployed. Patch deployment involves minimal or no downtime for the customer’s solution. Updates to firmware supporting Axon cameras and Axon Docks are “pushed” from the internet to the local devices through the Axon Docks (or Evidence Sync) without the need for agency interaction. Firmware updates are released on an as needed basis on average, every 2-3 months. Axon periodically distributes updates for Axon View XL software and Axon Fleet camera firmware. When connected to Axon Evidence, Axon View XL will automatically check for and apply any updated configuration settings every 10 minutes, ensuring the most up-to-date settings are applied to the application and your Axon Fleet cameras. When updates are available, the system automatically downloads the update and displays an Update button showing the update is ready to install. Axon recommends installing updates at the beginning of a shift, as it might take a couple minutes to complete the installation, and the application will close during the update and will automatically reboot once the update is completed. A detailed email is sent to system administrators when new releases, updates or upgrades are made to Axon Evidence, Evidence Sync or Axon hardware. The Release Notes page in Axon Evidence displays links to the release notes containing a summary of features and enhancements for the current and previous releases. The User Guides page displays links to guides that provide detailed information on Axon Evidence features. Release notes and user guides are in PDF format. As updates and features are released, your Customer Success Manager or the Customer Support team will troubleshoot all changes to ensure a successful experience for customers. HARDWARE If a Member agency purchases a Technology Assurance Plan (TAP) package, that makes them eligible for a hardware upgrade during their contract (specific timelines depend on the product and contract details). Axon’s dedicated Customer Support division tracks the TAP timelines for all subscribed agencies. When an agency is entitled to a hardware refresh under the TAP program, Axon will determine which hardware the agency is eligible to receive and contact the agency to coordinate the refreshment. Axon will request that the agency sign a Certificate of Destruction (COD) or initiate a Return Material Authorization (RMA) process on the agency’s behalf for the equipment Axon will replace, depending on the generation/model of the equipment. Then, Axon will ship the new hardware to the agency at no cost. Axon is committed to proactively serving its customers. However, an agency may contact Axon Customer Support at any time to inquire about the initiation or progress of a TAP hardware refresh.	*

72	Describe the methods adopted to demonstrate that the offered equipment, products, and services comply with applicable federal, state and local laws and policies on data collection, use, management, and retention.	As part of Axon's ISO 27001 certified information security management system (ISMS), our Information Security team performs risk and compliance assessments to identify applicable regulations and statutes. Upon discovering changes, Axon is committed to adhering to them within commercially reasonable timeframes. Axon Evidence is congruent with the guiding principles outlined in the Canadian Community Safety Information Management Strategy (CCSIMS) as developed by the Information and Communications Technology Committee of the CACP. Not only does Axon Evidence streamline efficiency, it allows agencies to integrate their existing solutions or manage third-party data and digital evidence on one interoperable platform. With the features built into Axon's solutions, police services can connect with partner agencies and the Crown, while still maintaining independent Axon Evidence accounts and instances, which allows for easier sharing of information with all the stakeholders involved. Our proposed solution supports the use of data exchanges which conform with standards defined in the National Information Exchange Model (NIEM). The requirement shall be met by the core proposed platform. This capability exists or is being used in-production elsewhere and can be demonstrated. All Axon Evidence APIs utilize JavaScript Object Notation (JSON) per modern standards and for improved performance. Regarding adherence to local laws and policies on data collection, use, management, and retention, it is up to the specific agency to ensure that they follow applicable laws. Axon Evidence allows members to customize the system to fit within local legal parameters.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
N/A	N/A	Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with Sourcewell on these terms and condition.	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday January 02, 2020 19:58:15
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Sourcewell_Pricing_Final.pdf - Monday January 06, 2020 14:03:05
- Additional Document - Additional Documents.zip - Thursday January 02, 2020 20:03:29

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Matt Morstad, VP, Sales Operations, Axon Enterprise, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP_010720_Public_Safety_Video_Surveillance_Solutions_with_Related_Addendum_5 Fri December 20 2019 10:58 AM	☑	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 4 Tue December 17 2019 08:21 AM	☑	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 3 Tue December 10 2019 05:55 PM	☑	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 2 Fri December 6 2019 04:08 PM	☑	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 1 Fri November 15 2019 09:11 AM	☑	--

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

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from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this

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Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16 **Termination**.

16.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between

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the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 **Confidentiality**. "**Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18 **General**.

18.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

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18.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

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Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage**. For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption

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or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

16 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are $2,500 per day. BWC Full Service options include:

System set up and configuration • Setup Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera 1-Day Service (BWC 1-Day)**. BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is $2,500 per day. The BWC 1-Day options include:

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System set up and configuration (Remote Support) • Setup Axon Mobile on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.

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• **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **Term**. TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").

2 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

3 **Officer Safety Plan Standard**. The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a $0 purchase order.

4 **Officer Safety Plan 7**. Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

5 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

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6 **TAP BWC Upgrade**. If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.

7 **TAP Dock Upgrade**. If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

8 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.

9 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

10 **Return of Original Device**. If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

11 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.

11.2. Axon will not and has no obligation to provide the Upgrade Models.

11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Term**. If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.

2 **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

3 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

4 **Extended Warranty**. If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.

5 **Trade-in**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

7 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

9 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1.** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2.** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3.** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4.** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5.** Promptly install and implement any software updates provided by Axon;
- **4.6.** Ensure that all appropriate data backups are performed;
- **4.7.** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8.** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9.** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10.** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

3 **Third-party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

4 **Wireless Offload Software.**

4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Wireless Microphone**. The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless

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Microphone to Axon.

6 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

7 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.

8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Commander™ Software Appendix

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2. **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Commander;
- **3.2** reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
- **3.3** access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
- **3.4** copy Commander in whole or part, except as expressly permitted in this Agreement;
- **3.5** use trade secret information contained in Commander;
- **3.6** resell, rent, loan or sublicense Commander;
- **3.7** access Commander to build a competitive device or service or copy any features, functions or graphics of Commander; or
- **3.8** remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.

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Axon Application Programming Interface Appendix

1 Definitions.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1. use API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

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4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

3 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule

4 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

8.1. Make available its relevant systems for assessment by Axon (including making these

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systems available to Axon via remote access);

8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

8.4. Ensure all appropriate data backups are performed;

8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue.

6.2. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs.

6.3. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data

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within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1. A Full-Time ASE will work on-site four (4) days per week.

2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

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Redaction Services Appendix

1 **Scope**. Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.

2 **Agency Responsibilities**.

2.1. **Access**. Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.

2.2. **Policy**. Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.

3 **Submission**. Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.

4 **Security**. Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.

5 **Acceptance of Redacted Video**. Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.

6 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

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AMENDMENT #1
TO
CONTRACT #010720-AXN

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Vendor has updated its Master Services and Purchasing Agreement to Version 9.0, dated 4/17/20. All references to the Master Services and Purchasing Agreement should be read to mean Version 9.0, which is attached and incorporated.

Remainder of page intentionally left blank.

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Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 6/13/2020 | 11:32 PM CDT

Axon Enterprise Inc.

By: DocuSigned by: Chris Kirby A3368A04C8124A8...
Authorized Signature

Chris Kirby
Name – Printed

Title: VP, Sales

Date: 6/12/2020 | 4:27 PM CDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 6/14/2020 | 2:38 PM CDT

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

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5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will**

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not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

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17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization,

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or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

19.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon

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Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency

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Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

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15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services

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are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

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Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems,

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delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

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9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

9.2 Axon will not and has no obligation to provide the Upgrade Models.

9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection

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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. Cradlepoint installation is outside the scope of this Agreement. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Srever ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or

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exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Unlimited Upgrade**. If Agency has no outstanding payment obligations and has purchased the Axon Fleet Technology Assurance Plan ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote") as schedule on the Quote

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

7 **Privacy**. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Axon Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1 Axon Fleet Subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet TAP.

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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

Add-on Services Appendix

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This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Commander™ Software Appendix

1 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
3.5 use trade secret information contained in Commander;
3.6 resell, rent, loan or sublicense Commander;
3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

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4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1 the design, structure and naming of API Service fields in all responses and requests;

5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3 the structure of and relationship of API Service resources; and

5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3 misrepresent the source or ownership; or

6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal

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computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the

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VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

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Redaction Services Appendix

1 **Scope**. Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.

2 **Agency Responsibilities**.

2.1 **Access**. Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.

2.2 **Policy**. Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.

3 **Submission**. Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.

4 **Security**. Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.

5 **Acceptance of Redacted Video**. Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.

6 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

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AMENDMENT #1
TO
CONTRACT #010720-AXN

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Vendor has updated its Master Services and Purchasing Agreement to Version 9.0, dated 4/17/20. All references to the Master Services and Purchasing Agreement should be read to mean Version 9.0, which is attached and incorporated.

Remainder of page intentionally left blank.

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Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 6/13/2020 | 11:32 PM CDT

Axon Enterprise Inc.

By: DocuSigned by: Chris Kirby A3368A04C8124A8...
Authorized Signature

Chris Kirby
Name – Printed

Title: VP, Sales

Date: 6/12/2020 | 4:27 PM CDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 6/14/2020 | 2:38 PM CDT

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

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5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will**

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not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

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17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization,

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or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

19.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon

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Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency

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Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

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15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services

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are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

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Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems,

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delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

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9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

9.2 Axon will not and has no obligation to provide the Upgrade Models.

9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection

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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. Cradlepoint installation is outside the scope of this Agreement. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Srever ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or

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exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Unlimited Upgrade**. If Agency has no outstanding payment obligations and has purchased the Axon Fleet Technology Assurance Plan ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" ("**Axon Fleet TAP**"), Axon will provide Agency with the same or like model of Axon Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote") as schedule on the Quote

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

7 **Privacy**. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Axon Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1 Axon Fleet Subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet TAP.

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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

Add-on Services Appendix

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This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Commander™ Software Appendix

1 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
3.5 use trade secret information contained in Commander;
3.6 resell, rent, loan or sublicense Commander;
3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

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4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1 the design, structure and naming of API Service fields in all responses and requests;

5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3 the structure of and relationship of API Service resources; and

5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3 misrepresent the source or ownership; or

6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal

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computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the

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VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

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3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

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Redaction Services Appendix

1 **Scope**. Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.

2 **Agency Responsibilities**.

2.1 **Access**. Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.

2.2 **Policy**. Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.

3 **Submission**. Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.

4 **Security**. Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.

5 **Acceptance of Redacted Video**. Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.

6 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

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AMENDMENT #1
TO
CONTRACT #010720-AXN

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024 (Contract).

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.

2. Vendor's Master Services and Purchasing Agreement (Version 8.0) is deleted in its entirety and replaced with its updated Master Services and Purchasing Agreement (Version 13.0), which is attached hereto and incorporated herein.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/24/2021 | 8:29 PM CDT

Axon Enterprise Inc.

By: DocuSigned by: Chris Kirby A3368A04C8124A8...
Chris Kirby, VP of Sales

Date: 5/24/2021 | 8:15 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 5/24/2021 | 9:37 PM CDT

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Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Flock Software Terms of Use Appendix

1 Definitions.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

"**Aggregated Data**" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"**Authorized End User**" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"**Customer Data**" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

"**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"**Flock System**" means collectively, the Hardware, Embedded Software, and Flock Services.

"**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

"**Hardware**" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

"**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

"**Installation Services**" means the services provided by Flock including the installation, placements and configuration of the Hardware, pursuant to any Statement of Work.

"**Non-Customer End User**" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"**Non-Customer End User Data**" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"**Support Services**" shall mean On-site Services and Monitoring Services, as defined in Section

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2.9 below.

"**Unit(s)**" shall mean the Hardware together with the Embedded Software.

"**Usage Fee**" means the subscription fees to be paid by the Customer for ongoing access to Services and Hardware.

"**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Customer with the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which makes the Flock Services available to Customer and Authorized End Users. Flock will pass through any warranties that Flock receives from its then-current third-party service provider to the extent that such warranties can be provided to Customer. Except in the event of Flock's willful misconduct or negligence, such warranties as provided by such third-parties are Customer's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation, hosting the web interface. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or

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interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Flock Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 **Retained Rights; Ownership**. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension**. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock; or (f) Customer has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose, and has failed to cure such violation within thirty days following written notice of such violation from Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the Service Suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 **Installation Services**.

2.7.1. Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage

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resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by Customer's request will incur a $250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2. Customer's Installation Obligations. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Implementation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3. Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Customer. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Customer can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4. Theft and Damage. Flock agrees to replace the Hardware up to one (1) time during the Term of the Agreement, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of three hundred dollars ($300) per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

2.7.5. Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its

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services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Intentionally deleted**.

2.11 **Changes to Platform**. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3 **Customer Responsibilities**.

3.1 **Customer Obligations**. Upon creation of a User ID, Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities, as well as by means of assistance from Customer personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Customer Representations and Warranties**. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 9.6, or if no state is mentioned in Section 9.6, by the law of the State of Georgia, Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of Customer's representations and warranties made pursuant to this Section 3.2, Customer's Installation Obligations, or otherwise from Customer's use of the Flock Services, Hardware and any Embedded Software, including

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any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4 Confidentiality; Data, Feedback; Aggregated Statistics.

4.1 Customer and Non-Customer End User Data. As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.

4.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.3 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services ("**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

4.4 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will the Receiving Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or

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other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. In the event Customer requests Flock to enable law enforcement monitoring against law enforcement hotlists, Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage and Footage search access) to enable law enforcement monitoring against law enforcement hotlists. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order, subject to Section 9.1 below.

5 **RESERVED**.

6 **RESERVED**.

7 **Remedy; Warranty; and Disclaimer**.

7.1 **Remedy**. Upon a malfunction or failure of Hardware or Embedded Software (a "**Defect**"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within seventy-two (72) hours after Customer notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Customer shall not be required to replace subsequently lost, damaged or stolen Units, however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 **Exclusions**. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

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7.3 **Warranty**. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer**. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.5 **Force Majeure**. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized End User.

8 **Limitation of Liability and Indemnity**.

8.1 **Limitation of Liability**. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8.2 **Responsibility**. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees

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that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.

8.3 **Indemnity**. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9 **Record Retention.**

9.1 **Data Preservation**. The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand, provided, however, if Flock receives a disclosure request for Customer Data, Flock will give Customer notice, unless legally prohibited from doing so, to allow Customer to file an objection with the court or administrative body.

10 **Miscellaneous**.

10.1 **Publicity**. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.2 **Export**. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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Skydio Terms of Use Appendix

1 **Definitions**.

"**Advanced Software**" means optional capabilities, functions or other features of the Onboard Software that may be specified and identified as such in the Quote. Skydio's characterization of capabilities, functions or other features as Advanced Software shall be dispositive. Notwithstanding any other provision herein, a software feature that is locked or otherwise disabled unless or until an Advanced Software Package is purchased for such software feature shall be deemed an Advanced Software. Advanced Software does not include Mobile Apps.

"**Advanced Software Package**" means an optional, additional-charge license right, specified in the Quote, pursuant to which Skydio shall unlock Advanced Software to permit Customer to use Advanced Software (and in some cases the Skydio Hardware that it controls).

"**Authorized Devices**" are (a) mobile devices that Customer owns or is authorized to use, and (b) controllers purchased by Customer hereunder, which in each case (a) and (b) are used by Customer to operate the Skydio Hardware purchased by Customer hereunder.

"**Base Software**" means capabilities, functions or other features of the Onboard Software that are both: (a) standard capabilities, functions or other features available and activated on Skydio's base consumer version of Skydio Hardware, and (b) available for use without purchase of Advanced Software Package. Base Software may be specified and identified as standard features in the Quote. Any capability, function, or feature that is not a Base Software shall be deemed an Advanced Software.

"**Customer**" means the customer procuring Skydio Products or services.

"**Error**" means a critical error in the Advanced Software that causes the Advanced Software to be inoperable.

"**Skydio License Term**" means with respect to an Advanced Software Package, the term of that Advanced Software Package, including (if applicable) the initial specified term and any renewal terms.

"**Mobile Apps**" means software applications (in executable form only), as may be specified on the Quote, that are specifically intended for use on a mobile device (and any Updates thereto).

"**Onboard Software**" means software, in executable format only, embedded into or otherwise pre-installed on Skydio Hardware as supplied by Skydio, and any Updates thereto, whether or not embedded on read only memory. Onboard Software includes Base Software and Advanced Software.

"**Skydio Privacy Policy**" means Skydio's privacy policy located at https://www.skydio.com/privacy-policy and as it may be amended from time to time by Skydio in its sole discretion.

"**Product**" means Skydio Hardware and Software, as provided by Skydio pursuant to this Agreement and any applicable Quote.

"**Skydio Hardware**" means drones and other unmanned aircraft, controllers, docks, accessories and related hardware that Customer purchases from Skydio or its distributors or resellers.

"**Skydio Software**" means Onboard Software and Mobile Apps.

"**Support Term**" means, for Base Software, the support term specified in the Quote, and, for each Advanced Software Package, the applicable Skydio License Term for such Advanced Software

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Package purchased hereunder.

"**Updates**" means any upgrades, updates, maintenance releases, bug fixes or modified versions of Skydio Software that Skydio may release from time to time.

2 **License**. Subject to and in accordance with the terms and conditions of this Agreement and further conditioned upon Customer's payment of all Fees, Skydio grants to Customer:

2.1 a limited, perpetual, non-exclusive, non-transferable (except as provided in Section 5 below titled "Transferability") right and license to use the Base Software solely on Skydio Hardware;

2.2 a limited, perpetual, non-exclusive, non-transferable right and license to download, install, execute and use Mobile Apps on Authorized Devices solely to operate Skydio Hardware in accordance with this Agreement;

2.3 if Customer purchases an Advanced Software Package for the use of an Advanced Software, as specified in the Quote, a limited, non-exclusive, non-transferable right and license, during the Skydio License Term of the Advanced Software Package, to use the Advanced Software on Skydio Hardware that Customer purchases from Skydio solely to operate the Skydio Hardware in accordance with this Agreement ("**Advanced Software License"**); and

2.4 a limited, non-exclusive, non-transferable right and license to install solely on Skydio Hardware any Updates to the Onboard Software, if and when provided by Skydio.

3 **Additional License Terms**. Additional License Terms. The license rights of Section 2 are limited to the United States, Canada and Japan.

3.1 Unless otherwise specified in the applicable Quote, the Advanced Software License is granted on a per-unit basis and it may only be exercised with respect to the specific units of Skydio Hardware identified on the applicable Quote or, if the Quote does not specify such units, then with respect to no more than the total number of Skydio Hardware units authorized on the Quote, or if such total number of units is not specified on the Quote, then only with respect to one (1) single Skydio Hardware unit ("**Authorized Units**").

3.2 Rights under the Advanced Software License are not transferable between Authorized Units. When an Advanced Software License is exercised on a specific Authorized Unit (by unlocking, activating, accessing or using the Advanced Software on that Authorized Unit), such Advanced Software License, or any rights thereof, cannot be transferred to a different unit of Skydio Hardware, except: (i) if Skydio replaces an Authorized Unit pursuant to a warranty claim, Skydio shall transfer to the replacement Authorized Unit, the Advanced Software License of the inoperable unit that is being replaced, and (ii) if a particular Authorized Unit is rendered permanently inoperable, Skydio shall, upon Customer's request, transfer the Advanced Software License rights to a replacement Authorized Unit, provided, however, that Skydio may condition such transfer on Customer returning to Skydio the remnants of the inoperable unit or other evidence of its inoperability.

4 **Limitations and Restrictions**. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not (and shall not permit others to) do any of the following with respect to the Skydio Software: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, operate as a service bureau, or otherwise make any of it available for access by third parties; (ii) disassemble, reverse engineer or decompile it; (iii) copy, create derivative works based on or otherwise modify it; (iv) remove or modify a copyright, trademark, logo or other proprietary rights notice or brand labeling in it; (v) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (vi) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage, in a malicious act or disrupt its security, integrity or operation; (vii) install, execute or otherwise reproduce Onboard Software on any device other than the Skydio Hardware on which Skydio originally installed the Onboard Software; (viii) install any

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Skydio Software on any type of device not approved by Skydio; (ix) disable or otherwise circumvent any technological measures in Skydio Software to limit its installation, use or access; (x) unlock, activate, access or use an Advanced Software on any device other than as permitted under an Advanced Software Package purchased by Customer; and (xi) publish or release any benchmarking or performance data applicable to the Skydio Software.

5 **Transferability**. Subject to the terms and conditions of this Agreement, Customer may transfer the Base Software, including any relevant Base Software license rights, only on a permanent basis and as part of the sale or transfer of the Skydio Hardware on which the Base Software is loaded, provided that Customer retains no copies of any version of the Skydio Software. With the exception of the Base Software, Customer may not transfer any other Skydio Software or other Skydio Software license rights granted herein to another person or entity without the express written permission of Skydio, unless allowed by applicable law stating that transfer may not be restricted.

6 **Evaluation License**. Skydio may make certain Skydio Software available in object code form to end users only for evaluation, training or other limited non-commercial purposes without charging a Fee ("**Evaluation License**"). Where Skydio has provided an Evaluation License, all of the terms of this Agreement shall apply except that (i) Customer's license rights shall be limited to the evaluation of that Skydio Software, (ii) Customer shall not be required to pay a Fee for the evaluation of that Skydio Software and (iii) Skydio shall have the right to revoke the license to the Skydio Software at any time and for any reason.

7 **Updates**. The terms and conditions of this Agreement shall apply to all Updates or additional copies of the Skydio Software. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all Fees due and owed to Skydio, Skydio will provide or make available to Customer, during the Support Term, Updates for Base Software, Mobile Apps and any Advanced Software that was enabled under the purchased Advanced Software Package on the Authorized Units. Notwithstanding any other provision of this Agreement, Customer has no license or right to use any Updates to the Advanced Software unless Customer holds a valid license to the Advanced Software and has paid any required Fees for such Advanced Software. Updates are solely provided on a "when-and-if-available" basis and as made generally available by Skydio to its customers. Customer shall promptly install any Updates that Skydio designates as required for the continued safe operation of Skydio Hardware or operation of any Advanced Software.

8 **Proprietary Notices**. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Skydio Software in the same form and manner that such copyright and other proprietary notices are included on the Skydio Software.

9 **Intellectual Property**. Customer agrees that all worldwide patent, copyright and other intellectual property rights in the Product, and all copies of the Software however made (including copies pre-installed on the Skydio Hardware purchased by Customer) are the exclusive property of Skydio and its suppliers. All Skydio Software is licensed to Customer, not sold. All rights not expressly granted to Customer in this Agreement are reserved by Skydio and its suppliers. There are no implied licenses under this Agreement.

10 **Fees**. Skydio reserves the right to suspend and/or terminate access to the Skydio Software if any undisputed fees for Skydio Hardware or Software are past due. Such suspension or termination shall not relieve Customer from its obligation to pay all undisputed amounts.

11 **Third Party Software and Open Source Software**. The Skydio Software may include third party software, and open source software ("**OSS**"), and such software is provided under separate license terms.

11.1 To the extent the licenses for any OSS requires Skydio to make available to Customer the corresponding source code included in the Skydio Software, Customer may obtain a copy of the applicable OSS source code by sending a written request to legal@skydio.com. The

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OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license terms. Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Skydio Software.

11.2 The use of third party software or applications, or the integration of such software or applications with the Skydio Software, (collectively, "**Third Party Applications**"), may result in Customer data or information being transferred to a third party. Skydio is not responsible for, and Customer agrees to hold Skydio harmless, for any data or information transferred to third parties in connection with your use of Third Party Applications.

12 **Commercial Item.** The Skydio Software and associated documentation are "commercial items" as defined at FAR 2.101 and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13 **Term and Termination.** This Agreement is effective upon Skydio Software purchase, activation or download, as applicable, and shall continue until terminated.

13.1 **Paid License Term**. Each Advanced Software Package purchased hereunder shall have its own Skydio License Term. Each Skydio License Term shall have an initial term for the time period set forth on the Quote and that the Skydio License Term shall automatically extend for successive additional one (1) year renewal terms thereafter if any (subject to payment of the then-current applicable license fees for each such renewal term) unless either party give notice to the other of its intention not to renew the Skydio License Term at least thirty (30) days before expiration of the then-current initial or renewal term, as the case may be ("**Renewal Terms**"). If a Skydio License Term is not set forth in the Quote, each Skydio License Term shall have an initial term that commences upon the date of provisioning of the Skydio Software and expires one (1) year later; provided, however, that the Skydio License Term shall automatically extend per the Renewal Terms. Unless Skydio terminates this Agreement for breach by Customer, the perpetual licenses to use Base Software shall survive.

13.2 **Free or Trial License Term**. If you have obtained a license to a free version of the Skydio Software, then your license will continue until terminated in accordance with this Agreement. If you have obtained a trial license to the Skydio Software, then your license will continue for such time period as may be specified by Skydio with respect to such trial (and if no period is specified, for 30 days). Skydio may terminate a trial license at any time in its sole discretion.

13.3 **Termination**. Skydio may terminate Customer's license rights under this Agreement immediately without notice if Customer fails to comply with any terms of this Agreement or Customer fails to make any payment as required hereunder. In no event will termination relieve Customer of its obligation to pay any fees payable for Skydio Hardware or Software. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease using any Skydio Software and must destroy or return to Skydio all copies of the Skydio Software and associated documentation in its possession or control. The following sections shall survive the termination or expiration of this Agreement: Sections 1, 2(a), 2(b), 2(d), 4, 5 and 7-26.

14 **End of Life**. Skydio may discontinue the provision of any Skydio Software, support or Updates in its sole discretion in accordance with, and any licenses granted herein are subject to, Skydio

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Product End of Life Policy, which is available at https://support.skydio.com/hc/en-us/articles/360057153714, and is hereby incorporated by reference herein.

15 **Limited Warranty.** The only warranty that Skydio provides with respect to any Skydio products or services is the written limited warranty statement provided with the products or services or as otherwise set forth at https://skydio.com/warranty-terms ("**Limited Warranty**").

16 **Limitations.** Any use of the Skydio Hardware and Software, including any reliance upon or use of any of the information generated thereby, shall be at Customer's and its authorized users' sole risk. Except as expressly set forth in the Limited Warranty and to the extent permitted by law, the Products are provided "as is" and "as available" without warranty of any kind (all of which are hereby disclaimed), whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty set forth in the Limited Warranty and by the provisions in this Agreement. Skydio's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Skydio Products or any service will not exceed the amounts paid by Customer in the 12 months prior to the action giving rise to the liability. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

17 **Safety and Compliance**. Customer and Customer's authorized users agree to use the Skydio Hardware only in a manner that complies with all laws. Customer shall ensure that it and its authorized users operate product in accordance with the information and warnings set forth at https://www.skydio.com/safety (the "**Safety and Operating Guide**"). Customer acknowledges that improper operation of the unmanned aircraft systems may cause injury to persons or property. Customer shall at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by Federal Aviation Administration or other appropriate government agencies). Customer shall obtain and maintain all necessary licenses, consent, and authorizations of any kind necessary to operate unmanned aircraft systems.

18 **Feedback**. If Customer or Customer's authorized users send Skydio comments, suggestions, ideas, materials, notes, drawings, concepts or other information (collectively, "**Submissions**"), Customer and Customer's authorized users (as applicable) grant to Skydio a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy, modify, publicly display, publicly perform, distribute and otherwise exploit the Submissions. None of the Submissions shall be subject to any obligation of confidentiality on Skydio's part, and Skydio shall not be liable for any use or disclosure of any Submissions.

19 **Privacy**. Skydio shall, in providing the Products, comply with Skydio Privacy Policy to the extent that Customer provides Skydio with personally identifiable information.

20 **Mapbox Terms.** The Mobile App uses features and content provided by Mapbox, such as maps and locations on a map. Use of any such Mapbox features and content is subject to the then-current version of Mapbox's terms and privacy policy, which can be found at https://www.mapbox.com/legal/tos/ , including the Mapbox Government Terms of Service, which can be found at https://www.mapbox.com/legal/usg-tos, and you hereby agree to comply with such terms. You can opt out of location telemetry reporting pursuant to such terms.

21 **Services.** In accordance with this Agreement, so long as Customer timely pays all amounts owed hereunder, Skydio shall render to Customer, during the applicable Skydio License Term of each

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Advanced Software Package purchased herunder, the support services consisting of: (a) providing Customer's named Administrators (defined below) with consultation in English, via telephone and email, during Skydio's normal business hours (9AM to 5PM PST) to assist in using the Advanced Software licensed under the Advanced Software Package; and (b) making reasonable efforts to correct any critical error in the Advanced Software that causes the Advanced Software to be inoperable ("**Error**"), all in accordance with Skydio's support policies published on its Website, as updated from time to time. Errors do not include, and Skydio has no obligation to correct, malfunctions caused in whole or in part by modification of Software, the operation of third-party products or the integration of Software with or into third-party products, improper installation of the Advanced Software or other Software, or the use of Software other than in accordance with the applicable specifications provided by Skydio. Support is only available for the current and single prior major release of Advanced Software. No other services are included under this Agreement.

22 **Administrators.** Customer shall designate up to three (3) of its employees to administer the Services on its behalf and serve as points of contact in communicating with us, as set forth in the applicable Confirmation or as otherwise agreed by the parties in writing ("**Administrators**"). If a person named as an Administrator leaves Customer's employ, Customer may designate another one of its employees to serve as Administrator to replace the departing employee.

23 **Indemnification.** Skydio will indemnify Customer's officers, directors, and employees ("**Customer Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Customer Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Skydio under this Agreement, except to the extent of Customer's negligence or willful misconduct, or claims under workers compensation.

24 **IP Indemnification.** Skydio will indemnify Customer Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Skydio Products or services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Skydio with written notice of such claim, tender to Skydio the defense or settlement of such claim at Skydio's expense and cooperate fully with Skydio in the defense or settlement of such claim. Skydio's IP indemnification obligations do not apply to claims based on (a) modification of Skydio Products or services by Customer or a third-party not approved by Skydio; (b) use of Skydio Products and services in combination with hardware or services not approved by Skydio; (c) use of Skydio Products and services other than as permitted in this Agreement; or (d) use of Skydio Software that is not the most current release provided by Skydio.

25 **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Skydio Products; (b) breach of this Agreement or violation of applicable law by Customer or a Customer's authorized end user; and (c) a dispute between Customer and a third-party over Customer's use of Skydio Products.

26 **Export Sales and Export Controls.** Customer acknowledges that the Skydio Products, services and technology are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Skydio Products, services and technology and shall obtain all required U.S. and local authorizations, permits, or licenses. Skydio and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required supporting documentation.

* * * *

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Skydio, Inc.
114 Hazel Ave.,
Redwood City, CA 94061
legal@skydio.com

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Axon Commander™ Software Appendix

5 **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

6 **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

7 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
7.5 use trade secret information contained in Commander;
7.6 resell, rent, loan or sublicense Commander;
7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

8 **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

9 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

1 Definitions.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9 make available to a third-party, any token, key, password or other login credentials to API Service;

4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 API Content. All content related to API Service, other than Agency Content or Agency's API Client

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content, is considered Axon's API Content, including:

5.1 the design, structure and naming of API Service fields in all responses and requests;

5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3 the structure of and relationship of API Service resources; and

5.4 the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3 misrepresent the source or ownership; or

6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

1 **Scope**. Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2 **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4 **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5 **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6 **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7 **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9 **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1 A Full-Time ASE will work on-site four (4) days per week.

2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new devices
Account Maintenance • Conducting on-site training on new features and devices for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon devices • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy • Coordinating bi-annual voice of customer meetings with Axon's Device Management team • Recording and tracking Agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

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Account Maintenance • Conducting remote training on new features and devices for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon devices • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy • Coordinating bi-yearly Voice of Agency meetings with Device Management team • Recording and tracking Agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

AXON Enterprise #010720-AXN

Pricing for contract #010720-AXN for Sourcewell participating agencies is as listed below:

Axon manufactured hardware items base on quantity. These discounts do not apply to third-party manufactured items or to Axon services, including Axon Evidence subscriptions.

Order Quantity	Customer Discount % off MSRP
1	0.00%
2-99	1.00%
100-249	3.00%
250-499	5.00%
500-999	7.00%
1000+	10.00%

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for furniture for the MPD Cyber Gulf Coast Technology Center.

General fund.

Amount of Contract:

$113,970.19

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220922 Global Agenda Package POs	Cover Memo	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13537	2022	(1545) POLICE CYBER DIVISION	FURNITURE FOR MPD CYBER GULF COAST TECHNOLOGY CENTER (TIPS COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT OR NOT ON STATE CONTRACT)	$113,970.19	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #2200301.			
	CITY OF MOBILE MEMBER #346561.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.			
001	6325C VION Side Chair w/ Casters, Mesh Back, Std. 4 Legged Base, Std. 2" Dual Wheel Carpet Casters, Does Not Stack FOG MS77 01 FUNS FU77 FO C9R SF STD	2.00 EACH	346.04000	692.08
	Additional Description Notes			
	Sold by OEC, Nancy Bramlett 104 East I-65 Service Road North Mobile, AL 36607			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			692.08
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	6321-0, VION, MESH BACK, HIGH BACK, SYNCHRO-TILTER W/BLACK ANGLE ADJUSTMENT, STD. ADJ. HEIGHT & WIDTH T-ARMS W/ FRONT TO BACK FG MS77 01 FUNS FU77 SZ AFF FA NL SL C14R SF OK STD	1.00 EACH	511.27000	511.27
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			511.27
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	6325C, VION SIDE CHAIR W/CASTERS, MESH BACK, STD 4 LEGGED BASE, STD 2"DUAL WHEEL CARPET CASTERS, DOES NOT STACK. FOG MS77 01 FUNS FU77 FO C9R SF STD	4.00 EACH	346.04000	1384.16
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1384.16

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	6321-0, VION, MESH BACK, HIGH BACK, SYNCHRO-TILTER W/BACK ANGLE. ADJUSTMENT, STD. ADJ. HEIGHT & WIDTH T-ARMS W/FRONT TO BACK FG MS77 01 FUNS FU77 SZ AFF FA NL 5L C14R SF OK STD	10.00 EACH	511.27000	5112.70
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			5112.70
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
005	GRB28, 28"DIA X28"H, ROUND BASE, SEATED HEIGHT, PLAIN BASE W/3"DIA X 27.5"H COLUMN, FULLY ASSEMBLED, 1/2" ADJ. GLIDES SBASE BRCH STD	3.00 EACH	623.61000	1870.83
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1870.83
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	GRC12WTP, 48"DX144"WX1"H RACETRACK, TOP ONLY (2 PIECES) 3 BASES REQUIRED, USE WITH EITHER GRB28 OR GSB23 Base SLAM ACJ SGROM AGS STD	1.00 EACH	847.88000	847.88
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			847.88

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
007	6321-4, VION, MESH BACK, HIGH BACK, TILTER, STD. ADJ. HEIGHT AND WIDTH T ARMS W/FRONT TO BACK SLIDING ARMCAP. STD MOLDED BLACK FG MS77 01 FUNS FU77 SZ AFF CC NL 5L C9R SF OK STD	12.00 EACH	394.42000	4733.04
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			4733.04
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
008	Z2072SCSC, 20"DX72"WX29.5"H. STORAGE CABINET CREDENZA, 2 STORAGE CABINETS SIDE BY SIDE. LOCKS, ZIRA ZTOP ACJ A3 ZCHASS ACJ HAN HS K-401 STD	1.00 EACH	751.94000	751.94
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			751.94
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	CD28, 18"DX28"WX3"H. CENTER DRAWERS. USE ON 36"X72" DESKS. ALAM ACJ STD	1.00 EACH	106.60000	106.60
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			106.60

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
010	GRB22, 22"DIA X 28"H ROUND BASE, SEATED HEIGHT, PLATE BASE W/3"DIA X 27.5" H COLUMN. FULLY ASSEMBLED. 1/2" ADJ. GLIDES. SBASE BRCH STD	1.00 EACH	384.99000	384.99
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			384.99
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
011	GRBTP36, 36"DIA X 1"H, ROUND, TOP ONLY, 1 BASE REQUIRED. USE W/ EITHER GRB22, GRB22H25, GRB22H36, GRB22H41 SLAM ACJ STD	1.00 EACH	136.94000	136.94
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			136.94
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
012	Z2142TRBR, 21"D X 42"W X 29.5"H. TRANSITIONAL BRIDGES, RIGHT FOR 21" WIDE STORAGE MODULE, ZIRA ZTOP ACJ A3 ZCHASS DWT STD	1.00 EACH	177.94000	177.94
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			177.94

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 9

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
013	Z2472CS4R, 24"D X 72"W X 29.5"H. FULL TO FLOOR SINGLE PEDESTAL CREDENZA WITH B/B/F ON THE RIGHT, ZIRA ZTOP ACJ A3 ZCHASS DWT HS SI K-402 STD	1.00 EACH	620.33000	620.33
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			620.33
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 10

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
014	Z4272EDRL, 42"D X 72"W X29.5"H. EXTENDED CORNER ISLANDS W/WORKSURFACE ON LEFT. RECESSED MODESTY, POST, ZIRA ZTOP ACJ A3 ZCHASS DWT Z1 P1 STD	1.00 EACH	765.06000	765.06
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			765.06
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
015	6325C, VION, SIDE CHAIR W/CASTERS, MESH BACK, STD 4 LEGGED BASE, STD 2" DUAL WHEEL CARPET CASTERS. DOES NOT STACK FOG MS77 01 FUNS FU77 FO C9R SF STD	4.00 EACH	346.04000	1384.16
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1384.16

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
016	6321-0. VION, MESH BACK, HIGH BACK, SYNCHRO-TILTER W/BACK ANGLE ADJUSTMENT. STD ADJ. HEIGHT & WIDTH T-ARMS W/FRONT TO BACK FG MS77 01 FUNS FU77 SZ AFF FA NL 5L C14R SF OK STD	1.00 EACH	511.27000	511.27
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			511.27
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 12

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
017	CE8CP17. 17" MESH JUMPER STD	30.00 EACH	44.69000	1340.70
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1340.70

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

LN	Description / Account	Qty	Unit Price	Net Price
018	CE8FR1 72"LONG, REVERSIBLE FLOOR POWER ENTRY STD	4.00 EACH	129.15000	516.60
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			516.60

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 13

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
019	CE8RD1 UTILITY CIRCUIT #1. DUPLEX RECEPTACLE STD	24.00 EACH	12.30000	295.20
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			295.20
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
020	CE8RD2. UTILITY CIRCUIT #2. DUPLEX RECEPTACLE STD	21.00 EACH	12.30000	258.30

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 14

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			258.30

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

021	CE8RDA. DEDICATED CIRCUIT A, DUPLEX RECEPTACLE STD	18.00 EACH	12.30000	221.40
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			221.40

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 15

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
022	CE8RDB DEDICATED CIRCUIT B, DUPLEX RECEPTACLE STD	20.00 EACH	12.30000	246.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			246.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

LN	Description / Account	Qty	Unit Price	Net Price
023	CHFB1 FLAT BRACKET (AVAILABLE IN BLACK ONLY) STD	39.00 EACH	7.79000	303.81
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			303.81

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 16

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
024	CMRCB01, CUTOUT COVER FOR RACEWAY CUTOUT OPENING. DWT STD	80.00 EACH	6.15000	492.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			492.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
025	CHC15L, 15" LEFT CANTILEVER, MOUNTING BRACKET INCLUDED STDT DWT STD	58.00 EACH	18.45000	1070.10
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1070.10

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 17

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
026	CHC15R, 15"RIGHT CANTILEVER, MOUNTING BRACKET INCLUDED. STD DWT STD	40.00 EACH	18.45000	738.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			738.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
027	CHCB2, CORNER BRACKET, LEFT AND	20.00	8.20000	164.00

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 18

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	RIGHT, SOLD AS A PAIR STD DWT STD	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			164.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
028	CHP54-2, 54"H 2-WAY, UNIVERSAL CORNER POST (WITH ALL CLIPS) POST TRIMS, POST BASE CAP STD DWT STD	16.00 EACH	52.89000	846.24
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			846.24
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 19

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
029	CHP54-3, 54"H 3 WAY UNIVERSAL CORNER POST (WITH ALL CLIPS) POST TRIMS POST BASE CAP STD DWT STD	20.00 EACH	46.74000	934.80
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			934.80
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
030	CHP54-4 54"H 4-WAY UNIVERSAL CORNER POST (WITH ALL CLIPS) NO POST TRIMS NO POST BASE CAP STD DWT STD	6.00 EACH	39.36000	236.16
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			236.16

Bill To	Requisition 00013537-00 FY 2022
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MOBILE, AL	Review:
36601	Buyer: 9105fola
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Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
031	CMET54. 54"H END OF RUN TRIM INSERT FOR PANEL STD DWT STD	40.00 EACH	9.02000	360.80
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			360.80
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
032	CMHCL1. 28"H X 1.5" DIA. ROUND CORNER LEG W/ LEVELER STD DWT STD	38.00 EACH	47.15000	1791.70

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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MOBILE, AL	Review:
36601	Buyer: 9105fola
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Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1791.70

Ship To
GULF COAST TECHNOLOGY CENTER
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MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

033	CS1923BBF, 23"d B/B/F PEDESTAL WORKSURFACE SUPPORTING STD DWT KEYL STD	20.00 EACH	210.33000	4206.60
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			4206.60

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
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Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
034	CS1923FF 23"d F/F PEDESTAL WORKSURFACE SUPPORTING STD DWT KEYL STD	1.00 EACH	210.33000	210.33
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			210.33
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
035	CWS2442P. 42"W X 24"d RECTANGULAR WORKSURFACE WITH 3MM PVC EDGE TRIM 1" THICK STD WITH 1 SCOOP TF ACJ AAE BLK STD	19.00 EACH	79.54000	1511.26
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1511.26

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 23

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
036	CWS2448P, 48"W X 24"D RECTANGULAR WORKSURFACE WITH 3MM PVC EDGE TRIM 1" THICK STD WITH 2 SCOOPS TF ACJ AAE BLK STD	19.00 EACH	95.94000	1822.86
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1822.86
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
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Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
037	CWS2466P. 66"W X 24"D RECTANGULAR WORKSURFACE WITH 3MM PVC EDGE TRIM 1" THICK STD WITH 2 SCOOPS TF ACJ AAE BLK STD	1.00 EACH	131.61000	131.61
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			131.61
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
038	CWS2472P. 72"W X 24"D RECTANGULAR WORKSURFACE WITH 3 MM PVC EDGE TRIM 1" THICK STD WITH 2 SCOOPS TF ACJ AAE BLK STD	20.00 EACH	136.53000	2730.60
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			2730.60

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 25

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
039	1224P54TSOFFL. 24"D X 24"W X 54"H FF SLIDE STORAGE LT WARDROBE 1200P SERIES UNIVERSAL FILING STD GLO DWT STD	9.00 EACH	1226.31000	11036.79
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			11036.79
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
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MOBILE, AL	Review:
36601	Buyer: 9105fola
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Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
040	1224P54TSOFFR. 24"D X 24"W X 54"H FF SIDE STORAGE RT WARDROBE 1200P SERIES UNIVERSAL FILING STD GLO DWT STD	10.00 EACH	1226.31000	12263.10
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			12263.10
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
041	CMFM5424NO 54"H X 24"W MONOLITHIC FABRIC PANEL NON POWERED RACE WAY COVER NO PUNCH (2) STD DWT GR2 01 DS DS24 GR2 I1 DS DS24 STD	40.00 EACH	156.21000	6248.40
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			6248.40

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 27

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
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MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
042	CMFM5436NO. 54"H X 24"W MONOLITHIC FABRIC PANEL NON-POWERED RACW WAY COVER NO PUNCH (2) STD DWT GR2 01 DS DS24 GR2 I1 DS DS24 STD	50.00 EACH	207.05000	10352.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			10352.50
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
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MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 28

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

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LN	Description / Account	Qty	Unit Price	Net Price
043	CMFM5436P1 54"H X 36"W MONOLITHIC FABRIC PANEL POWER HARNESS RACEWAY COVER NO PUNCH RACEWAY COVER WITH PUNCH STD DWT GR2 01 DS DS24 GR2 I1 DS DS24 STD	2.00 EACH	287.41000	574.82
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			574.82
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
044	CMFM5436P2. 54"H X 36"W MONOLITHIC FABRIC PANEL POWER HARNESS RACEWAY COVER WITH PUNCH (2) STD DWT GR2 01 DS DS24 GR2 I1 OS	4.00 EACH	287.41000	1149.64
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1149.64

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
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MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 29

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
045	CMFMA5424P2. 54"H X 24"W ACCOUSTIC MONOLITHIC FABRIC PANEL TACKABLE POWER HARNESS RACEWAY COVER WITH PUNCH (2) STD DWT GR2 01 DS DS24 GR2 I1 DS DS24 STD	20.00 EACH	240.26000	4805.20
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			4805.20
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 30

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
046	CMFMA5442P2 54"H X 42"W ACCOUSTIC MONOLITHIC FABRIC PANEL TACKABLE POWER HARNESS RECOVERY COVER WITH PUNCH (2) STD DWT GR2 01 DS DS24 GR2 I1 DS DS24 STD	10.00 EACH	345.63000	3456.30
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			3456.30
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
047	EVSPD2015 PENCIL DRAWER STD	20.00 EACH	70.52000	1410.40
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1410.40

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 31

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
048	6321-0. VION MESH BACK HIGH BACK SYNCHRO TILTER W/ BACK ANGLE ADJUSTMENT STD ADJ HEIGHT & WIDTH T-ARMS W/FRONT TO BACK FG MS77 01 FUNS FU77 SZ AFF FA NL SL C14R SF OK STD	20.00 EACH	511.27000	10225.40
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			10225.40
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 32

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
049	Z2448SRR 24"D X 48"W X 29.5"H FULL TO THE FLOOR RETURN, F/F ON RIGHT, 12"H MODESTY PANEL ZIRA ZTOP ACJ A3 ZCHASS DWT HAN HS K-424 POS2 AG2 STD	1.00 EACH	518.65000	518.65
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			518.65
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
050	Z3066F3L 29.69"D X 66"W X 29.5"H SINGLE PEDESTAL RECTANGULAR TOP DESK BOX/BOX/FILE LEFT FAUX PEDESTAL RIGHT HUTCHES ZTOP ACJ ZCHASS DWT A3 HS SI K-424 POS3 AG3 STD	1.00 EACH	747.02000	747.02
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			747.02

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 33

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
051	Z2448DRR 24"D X 48"W X 29.5"H FULL TO THE FLOOR RETURN F/F ON RIGHT 12"H MODESTY PANEL ZIRA ZTOP ACJ A3 ZCHASS DWT HAN HS K-425 POS2 AG2 STD	1.00 EACH	518.65000	518.65
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			518.65
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 34

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
052	Z3066F3L 29.69"D X 66"W X 29.5"H SINGLE PEDESTAL RECTANGULAR TOP DESK BOX/BOX/FILE LEFT FAUX PEDESTAL RIGHT HUTCHES ZTOP ACJ ZCHASS DWT A3 HS SI K-425 POS3 AG3 STD	1.00 EACH	747.02000	747.02
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			747.02
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
053	CD20 18"D X 20"W X 3"H CENTER DRAWERS USE ON SMALL L SHAPED UNITS 30" X 60" 30" X 66"DESKS ALAM ACJ STD	2.00 EACH	81.18000	162.36
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			162.36

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 35

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
054	6325C VION, SIDE CHAIR W/CASTERS MESH BACK STD 4 LEGGED BASE STD 2" DUAL WHEEL CARPET CASTERS DOES NOT STACK FOG MS77 01 FUNS FU77 FO C9R SF STD	4.00 EACH	346.04000	1384.16
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1384.16
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 36

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
055	6321-0. VION MESH BACK HIGH BACK SYNCHRO TILTER W/BACK ANGLE ADJUSTMENT STD ADJ HEIGHT & WIDTH T-ARMS W/FRONT TO BACK FG MS77 01 FUNS FU77 SZ AFF FA NL 5L C14R SF OK STD	2.00 EACH	511.27000	1022.54
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1022.54
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
056	6325C. VION SIDE CHAIR W/CASTERS MESH BACK STD 4 LEGGED BASE STD 2' DUAL WHEEL CARPET CASTERS DOES NOT STACK FOG MS77 02 ETTC ET84 FO C9R SF STD	4.00 EACH	360.39000	1441.56
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1441.56

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 37

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
057	6321-0 VION MESH BACK HIGH BACK SYNCHRO TILTER W/BACK ANGLE ADJUSTMENT STD ADJ HEIGHT & WIDTH T-ARMS W/FRONT TO BACK FG MS77 02 ETTC ET84 SZ AFF FA NL 5L C14R SF OK STD	2.00 EACH	525.21000	1050.42
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			1050.42
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Released Page 38

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
058	SERVICES LABOR TO RECEIVE, DELIVER AND INSTALL THE ITEMS ON THIS QUOTE. STAIR CARRY NOT INCLUDED. ALL WORK TO BE COMPLETED DURING.... .	1.00 EACH	4435.00000	4435.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0499 .OPERSUPPLS. .			4435.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 113970.19

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0499 .OPERSUPPLS. .	113970.19	216720.56

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		

Bill To	Requisition 00013537-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 39

Vendor	Ship To
GLOBAL INDUSTRIES INC	GULF COAST TECHNOLOGY CENTER
17 WEST STOW RD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
MARLTON, NJ 08053	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#856-596-3390	
Fax 856-552-1069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/22	073476				POLICE CYBER DIVISION

Account		Amount	Remaining Budget
		113970.19	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/05/22	RODNEY GREELEY	R.G.
Approved	08/05/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	08/05/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	08/05/22	PAUL PRINE	Auto approved by: 910510512
Approved	08/05/22	WILLIAM REED	Auto approved by: 910510512
Approved	08/08/22	BRENDA RHODES	
Approved	08/08/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/08/22	RELYA MALLORY	Auto approved by: 910511034
Queued	08/08/22	DONNA MICHELE STANLEY	34 CHAIRS @ $511.27 PLUS - OVE
Queued	08/08/22	DONALD ROSE	34 CHAIRS @ $511.27 PLUS - OVE
Queued	08/08/22	SANDRA LEWIS	34 CHAIRS @ $511.27 PLUS - OVE
Queued	08/08/22	JOHN PAINE	34 CHAIRS @ $511.27 PLUS - OVE
Queued	08/08/22	ANNE FOLEY	34 CHAIRS @ $511.27 PLUS - OVE

Authorized By: _____ Date: _____
Signature

Printed 22 September 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

April 11, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System ("TIPS"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing TIPS, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Approve issuance of purchase order to Leos Uniforms & Supply for badges for MPD.

General fund.

Amount of Contract:
$87,193.00

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220922 Leos Agenda Package POs	Cover Memo	9/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/22/2022 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2769	2022	(1530) POLICE ADMIN SERVICES	BADGES FOR MPD (SEALED BID 5726)	$87,193.00	(125505 LEOS UNIFORMS & SUPPLY

Adopted:

_____
City Clerk

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5726			
001	OFFICER BREAST BADGE; RHODIUM, NUMBERS TO BE PROVIDED	366.00 EACH	66.50000	24339.00

Additional Description Notes

OFFICER BREAST BADGE AS FOLLOWS: 2.875" IN SIZE FROM TOP TO BOTTOM, 2.18" FROM SIDE TO SIDE; BOTH ARE TO BE STAMPED SOLID BRASS BADGES WITH APPLIED BANNERS AND SEAL. FONT TO BE USED ON ALL BANNERS IS BLOCK.ALL BANNERS ARE LAYERED ON TOP OF THE BASE AND ARE GERMAN SOLDERED TO THE BASE. BADGES ARE TO BE DIE STAMPED BRASS 3/32" IN THICKNESS. THE BACKING TO BE 12 GAUGE AND COME WITH A JOINT CATCH AND SPRING; UNIFORM BADGE IS FLAT; OFFICER BADGE NICKEL ELECTRO PLATING ON A BRASS BASE. ALL BADGES NEED TO UNDERGO POLISHING PROCESS TO ACHIEVE THE HIGHEST BRILLIANCE AND SHINE. ALL BADGES TO BE COVERED WITH AN AUTOMOTIVE GRADE PROTECTIVE CLEAR COAT. BADGES NEED TO BE INTERCHANGEABLE AND REFURBISH ABLE. CUSTOM SEAL WILL NEED TO BE REDESIGN AND BE SOLDERED ONTO THE EAGLE BASE. BADGES NEED TO COME WITH A LIFETIME WARANTY ON THE DETACHMENT OF ANY PINS OR POSTS ON THE BACKSIDE OR IF ANY OF THE ENAMEL FALLS OUT. ALSO, BADGE NEEDS TO HAVE THREE YEAR WARRANTY AGAINST FLAKING OR PEEELING OF THE PROTECTIVE CLEAR COAT. WE WILL REQUIRE CUSTOM BADGE MOLDS TO BE SAVED AND MAINTAINED FOR LIFE. BADGE BREAST, POLICE OFFICER RHODIUM FINISH, NUMBERED, BLACKINTON #BC996. SEAL OF THE CITY OF MOBILE WILL BE THE SAME EXCEPT REPLACING THE CONFEDERATE FLAG WITH THE NATIONAL CONFEDERATE FLAG. NUMBERS WILL BE PROVIDED LATER.

Vendor Item

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LEOS UNIFORMS & SUPPLY	POLICE HEADQUARTERS
3756 GOVERNMENT BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
MOBILE, AL 36693	
Tel#251-666-7723	Delivery Reference
Fax 251-666-7724	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E E0034 .OPERSUPPLS. .			24339.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PRINCETTA CRAIG

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002	POLICE OFFICER HAT BADGE RHODIUM	366.00 EACH	67.00000	24522.00

Additional Description Notes

POLICE OFFICER HAT BADGE AS FOLLOWS: 3.25" IN SIZE FROM TOP TO BOTTOM, 2.85" FROM SIDE TO SIDE; STAMPED SOLID BRASS BADGES WITH APPLIED BANNERS AND SEAL; FONT TO BE USED ON ALL BANNERS IS BLOCK; BANNERS ARE LAYERED ON TOP OF THE BASE AND ARE GERMAN SOLDERED TO THE BASE; BADGES ARE TO BE DIE STAMPED BRASS 3/32" IN THICKNESS; SHOULD INCLUDE SINGLE HDAT POST WITH BUTTERFLY CLUTCH; HAT BADGE IS CURVED; FINISH SHOULD BE NICKEL ELECTRO PLATING ON A BRASS BASE; ALL BADGES NEED TO UNDERGO POLISHING PROCESS TO ACHIEVE THE HIGHEST BRILLIANCE AND SHINE; ALL BADGES TO BE COVERED WITH AN AUTOMOTIVE GRADE PROTECTIVE CLEAR COAT; CUSTOM SEAL WILL NEED TO BE REDESING AND BE SOLDERED ONTO THE EAGLE BASE; BADGES NEED TO BE INTERCHANGEABLE AND REFURBISH ABLE. THIS MEANS THAT BADGES CAN BE SENT IN FOR RANK, FINISH, AND BANNER

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	ADDITIOONS OR CHANGES FOR ALL APPLIED PARTS, AS WELL AS FULL REFURBISHING; BADGES NEED TO COME WITH A LIFETIME WARRANTY ON THE DETACHMENT OF ANY PINS OR POSTS ON THE BACKSIDE OR IF ANY OF THE ENAMEL FALLS OUT. ALSO, BADGE NEEDS TO HAVE THREE YEAR WARRANTY AGIANST FLAKING OR PEELING OF THE PROTECTIVE CLEAR COAT. HAT BADGE WILL NOT INCLUDE NUMBERS, IT WILL HAVE A BLUE BACKGROUND WITH OFFICER IN SILVER.SEAL OF THE CITY OF MOBILE WILL BE THE SAME EXCEPT REPLACING THE CONFEDERATE FLAG WITH THE NATIONAL CONFEDERATE FLAG. BLACKINTON STYLE BC995 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			24522.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	CORPORAL BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED	109.00 EACH	74.00000	8066.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			8066.00

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
LEOS UNIFORMS & SUPPLY	POLICE HEADQUARTERS
3756 GOVERNMENT BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
MOBILE, AL 36693	
Tel#251-666-7723	Delivery Reference
Fax 251-666-7724	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	CORPORAL HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED	109.00 EACH	74.00000	8066.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			8066.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 5

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
005	SERGEANT BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	75.00 EACH	74.00000	5550.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			5550.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	SERGEANT HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	75.00 EACH	74.00000	5550.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			5550.00

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 6

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	LIEUTENANT BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	44.00 EACH	74.00000	3256.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			3256.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS			

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
LEOS UNIFORMS & SUPPLY	POLICE HEADQUARTERS
3756 GOVERNMENT BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
MOBILE, AL 36693	
Tel#251-666-7723	Delivery Reference
Fax 251-666-7724	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
008	LIEUTENANT HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	44.00 EACH	74.00000	3256.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			3256.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
009	CAPTAIN BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	15.00 EACH	74.00000	1110.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			1110.00

Bill To	Requisition 00002769-00 FY 2022
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Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
010	CAPTAIN HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	15.00 EACH	74.00000	1110.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			1110.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
LEOS UNIFORMS & SUPPLY	POLICE HEADQUARTERS
3756 GOVERNMENT BLVD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
MOBILE, AL 36693	
Tel#251-666-7723	Delivery Reference
Fax 251-666-7724	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
011	MAJOR BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	8.00 EACH	74.00000	592.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			592.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
012	MAJOR HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	8.00 EACH	74.00000	592.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			592.00

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 10

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
013	ASSISTANT CHIEF BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	4.00 EACH	74.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			296.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS			

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 11

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
014	ASSISTANT CHIEF HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	4.00 EACH	74.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			296.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
015	CHIEF BREAST BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	4.00 EACH	74.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			296.00

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 12

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
016	CHIEF HAT BADGE; BLACKINGTON, HIGH GLOSS YELLOW GOLD PLATED Vendor Item	4.00 EACH	74.00000	296.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS. .			296.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 13

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
Requisition Link				
	Requisition Total			87193.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0034	.OPERSUPPLS.	.	87193.00	595925.77

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	87193.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/21/22	SANDRA LEWIS	GL Allocation, GL Allocation,
Forward	03/24/22	CLAY GODWIN	Automatic Forward to 91057093
Rejected	05/09/22	WILLIAM REED	Item to be placed to open bid
Approved	07/07/22	RODNEY GREELEY	RG Needs to be put out for bi
Approved	07/07/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	07/07/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/07/22	PAUL PRINE	Auto approved by: 910510512
Approved	07/07/22	WILLIAM REED	Auto approved by: 910510512
Approved	07/21/22	RODNEY GREELEY	R.G.
Approved	07/21/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	07/21/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/21/22	PAUL PRINE	Auto approved by: 910510512
Approved	07/21/22	WILLIAM REED	Auto approved by: 910510512
Approved	07/07/22	BRENDA RHODES	

Bill To	Requisition 00002769-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 14

Vendor	Ship To
LEOS UNIFORMS & SUPPLY 3756 GOVERNMENT BLVD MOBILE, AL 36693 Tel#251-666-7723 Fax 251-666-7724	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	125505				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/07/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/07/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/21/22	BRENDA RHODES			
	Approved	07/21/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/21/22	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	07/19/22	DONNA MICHELE STANLEY		sent back for adjustment	
	Unknown	09/17/22	SANDRA LEWIS			
	Queued	09/21/22	RODNEY GREELEY			
	Queued	09/21/22	JOSEPH KENNEDY			
	Queued	09/21/22	PHILIP MCCRARY			
	Queued	09/21/22	WILLIAM JACKSON			
	Queued	09/21/22	PAUL PRINE			
	Queued	09/21/22	WILLIAM REED			
	Pending		BRENDA RHODES			
	Pending		TIFFANY HOLLINS			
	Pending		RELYA MALLORY			
	Pending		DONNA MICHELE STANLEY			
	Pending		DONALD ROSE			
	Pending		SANDRA LEWIS			
	Pending		KAREN NAMAN			
	Pending		JOHN PAINE			
	Pending		MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5726

POLICE DEPARTMENT BADGES

VENDORS		Leo's Uniforms	Lawmen's and Shooters' Supply, Inc.	INV Tech Services, LLC	
Line	Items	Local Vendor Preference			
1	Badge Breast Rhodium finish numbered. Blackinton #BC 996 Police Officer	$ 66.50	$ 66.55	$ 68.40	
2	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Corporal	$ 74.00	$ 72.97	$ 74.50	
3	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Sergeant	$ 74.00	$ 72.97	$ 74.50	
4	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Lieutenant	$ 74.00	$ 72.97	$ 74.50	
5	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Captain	$ 74.00	$ 72.97	$ 74.50	
6	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Major	$ 74.00	$ 72.97	$ 74.50	
7	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Assistant Chief	$ 74.00	$ 72.97	$ 74.50	
8	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Chief	$ 74.00	$ 72.97	$ 74.50	
9	Badge Breast Gold Plated Numbered. Blackinton #BC 996 Chief of Staff	$ 74.00	$ 72.97	$ 74.50	
10	Badge Hat Shield Rhodium finish with rank banner Blackinton #BC 995 Police Officer	$ 67.00	$ 66.55	$ 68.40	
11	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Corporal	$ 74.00	$ 72.97	$ 74.50	
12	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Sergeant	$ 74.00	$ 72.97	$ 74.50	
13	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Lieutenant	$ 74.00	$ 72.97	$ 74.50	
14	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Captain	$ 74.00	$ 72.97	$ 74.50	
15	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Major	$ 74.00	$ 72.97	$ 74.50	
16	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Assistant Chief	$ 74.00	$ 72.97	$ 74.50	
17	Badge Hat Shield Gold Plated with rank banner Blackinton #BC 995 Chief	$ 74.00	$ 72.97	$ 74.50	
	Total	$ 1,243.50	$ 1,227.65	$ 1,254.30	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
09/01/2022	5726	Police Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Wednesday, September 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	POLICE DEPARTMENT BADGES					
	THIS BID IS FOR BLACKINTON BRAND CUSTOM POLICE BADGES.					
	ONLY BLACKINTON BRAND BADGE BIDS WILL BE ACCEPTED.					
	THE CITY OF MOBILE OWNS ITS OWN DIES AND THEY ARE STORED AT BLACKINTON					
	All Breast Badges are to have the Safety Catch latch on the back of the Badge.					
	All Hat Badges are to have the Screw Back Clasp on the back of the Badge.					
QTY	City Item #					
1-500	Badge Breast Rhodium finish numbered. Blackinton #BC996 Police Officer 856 Make _____ Model _____					
1-500	Badge Breast Gold plated numbered. Blackinton #BC996 Corporal 871 Make _____ Model _____					
1-500	Badge Breast Gold plated numbered. Blackinton #BC996 Sergeant 858 Make _____ Model _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Lieutenant 859 Make _____ Model _____						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Captain 865 Make_____ Model_____						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Major 867 Make_____Model_____						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Assistant Chief 927 Make_____Model_____						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Chief 869 Make_____Model_____						
1-500	Badge Breast Gold Plated. Blackinton #BC996 Chief of Staff 869 Make_____Model_____						
1-500	Badge Hat Shield Rhodium finish with rank banner. Blackinton #BC995 Police Officer 857 Make_____Model_____						
1-500	Badge Hat Shield, Gold Plated with rank banner. Blackinton #BC995 Corporal 872 Make_____Model_____						
1-500	Badge Hat Shield Gold Plated with rank banner. Blackinton #BC995 Sergeant 863 Make_____Model_____						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 4						
1-500	Badge Hat Shield Gold Plated with rank banner Blackinton #BC995 Lieutenant 864 Make_____Model_____						
1-500	Badge Hat Shield Gold Plated with rank banner Blackinton #BC995 Captain 866 Make_____Model_____						
1-500	Badge Hat Shield Gold Plated with rank banner Blackinton #BC995 Major 868 Make_____Model_____						
1-500	Badge Hat Shield Gold Plated with rank banner Blackinton #BC995 Assistant Chief 927 Make_____Model_____						
1-500	Badge Hat Shield Gold Plated. With rank banner Blackinton #BC995 Chief 870 Make_____Model_____						
	THE DEPARTMENT IS BEGINNING A COMPLETE REBADGE OF ALL OFFICES, THIS RE-BADGE WILL BE DONE OVER A PERIOD OF TIME, THERE WILL BE NO ONE MASSIVE LARGE ORDER. ONCE COMPLETE RE-BADGE IS COMPLETED, BADGES WILL BE BOUGHT ON AN AS NEEDED BASIS FOR NEW OFFICERS OR PROMOTIONS OR AS REPLACEMENT FOR LOST BADGES. ADDITIONAL BADGE TITLES MAY BE ADDED AS NEEDED DURING THE AWARD PERIOD OF THIS BID, PRICING SHALL BE THE SAME AS THE BADGES PRICED ABOVE. THE CITY OF MOBILE OWNS THE BLACKINTON BC995 AND THE BC996 BADGE DIES AND THEY ARE STORED AT BLACKINTON. NO VENDOR CAN CLAIM OWNERSHIP OF THE DIES, THEY ARE THE PROPERTY OF THE CITY OF MOBILE. THEY ARE THERE FOR USE WHEN A PURCHASE ORDER FROM THE CITY OF MOBILE IS ISSUED TO A VENDOR.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor the award of this bid may be extended for an additional five (5) additional six (6) month periods.

QUOTE DELIVERED PRICING FOB DESTINATION

ALL ITEMS ABOVE TO BE AWARDED ON ALL OR NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
Casi Callaway, Chief Resilience Officer

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Six month litter receptacle lease contract with Westwood Plaza LLC for trial City Preventative Litter Maintenance Program. City reimbursable expenditures not to exceed $15,000.00, & serves a public
purpose.

General fund.

Amount of Contract:
NTE $15,000.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220916 Westwood Agenda Package	Cover Memo	9/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/20/2022 - 8:40 AM
Legal	Gibson, Grant	Approved	9/20/2022 - 9:42 AM

Legal	Gibson, Grant	Approved	9/20/2022 - 9:43 AM
Mayors Office	Barber, James	Approved	9/22/2022 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Westwood Plaza LLC, for six months, for lease of litter collection receptacles, as outlined in the contract attached hereto and made a part hereof as though set forth in full, and that such contract serves a public purpose. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

CONTRACT FOR LEASE OF LITTER RECEPTACLES FOR PREVENTATIVE LITTER MAINTENANCE

CONTRACT FOR LEASE OF LITTER RECEPTACLES FOR PREVENTATIVE LITTER MAINTENANCE (sometimes hereinafter called "Agreement") made and entered into by and between that City of Mobile, a municipal corporation of the State of Alabama, (sometimes hereinafter called the "City"), and Westwood Plaza, LLC, an Alabama limited liability company, (sometimes hereinafter called the "Contractor"), agree as follows:

WHEREAS, the Contractor owns Westwood Plaza, located at 7765 Airport Blvd., which is a commercial shopping area located within the City; and,

WHEREAS, the City has identified the Westwood Plaza property as a litter hot spot within the City of Mobile and in order comply with the City's litter ordinances, Contractor will participate in the City's Preventative Litter Maintenance Program (Litter Program); and

WHEREAS, the City will lease to Contractor litter receptacles for use in Westwood Plaza to reduce litter in the area, thus conferring a benefit to the public; and,

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private individuals or entities is proper if the City Council determines that the same serves a public purpose; and,

WHEREAS, in *Slawson v. Alabama Forestry Comm'n*, 631 So.2d 953 (Ala. 1994) the Alabama Supreme Court opined that a public purpose has for its objective the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare of the community; and,

WHEREAS, the Council finds that this Agreement serves a legitimate public purpose; and,

NOW, THEREFORE,

WITNESSETH, that the City, for and in consideration of the covenants and agreements hereinafter set out to performed by the Contractor, does hereby agree to purchase approximately 51 litter receptacles for total purchase price not to exceed $15,000, which will be leased to the Contractor at monthly rate not to exceed $50 per receptacle for a period of six (6) months ("Term"). The City will provide the Contractor with a monthly invoice for said receptacles which will be payable within 30 days of receipt. Unless provided otherwise in this Agreement, upon the expiration of the Term this Agreement will automatically terminate and neither party shall have any further obligations.

Contractor will place the litter receptacles at the Westwood Plaza shopping center.

Although the City maintains ownership of the litter receptacles, during the duration of this Agreement it shall be the Contractor's sole responsibly to manage, install, maintain, and empty the litter receptacles after the City delivers them to Westwood Plaza. Neither the City nor the Contractor has an obligation to replace or repair any damaged or lost receptacles. Upon expiration of this Agreement, the Contractor shall be responsible for uninstalling and cleaning the receptacles and making them available for retrieval by the City within a reasonable period of time.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City and the Contractor have no financial interest in the business of the other, and neither shall be liable for any debts or obligations incurred by the other, nor shall either party be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the other party, or sums earned or derived by the other party, nor shall either party at any time or times use the name or credit of the other in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Neither party, in the performance of its operations and obligations hereunder, shall be deemed to be the agent of the other party but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible, therefore. The Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama while performing under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement immediately, and neither party shall have any further obligations under this Agreement.

Notwithstanding any of the other provisions contained in this Agreement, the City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation and upon such termination neither party shall have any further obligations under this Agreement.

For the Term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance and shall attach to this Agreement, as proof thereof, a certificate of insurance which shall identify the City of Mobile as certificate holder:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence, or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

The City of Mobile must be identified as Additional Insureds evidenced by Additional Insured Endorsement(s) with respect to the general liability coverage. Further, the Certificate(s) of Insurance must identify the City of Mobile as such. The Contractor's insurance policy which provides additional insurance coverage to the City of Mobile shall be **primary and non-contributory** to any other insurance available to the City of Mobile. The City of Mobile's coverage shall be considered excess and non-contributory to the Contractor's policy.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising out of the Contractor's negligence, willful misconduct or omission in the performance of this Agreement. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to defend the same at the Contractor's expense, upon notice from the City. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement. Contractor's indemnity obligations shall survive the Term of this Agreement.

Nothing contained in this Agreement shall be deemed to constitute, either as to Contractor or as to third parties, a waiver of any statutory damage caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: Chief Resilience Officer
City of Mobile
205 Government St
Mobile, AL 36602

Contractor: Kathy Sherman, General Counsel
Westwood Plaza, LLC
c/o Burton Property Group
41 West I-65 Service Road North, Ste 310
Mobile, AL 36608

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the parties hereto.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to abide by the terms of this Agreement.

The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting there from.

By signing this Agreement, the Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991.

The City or the Contractor shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Contractor.

Contractor hereby agrees that it bears the sole responsibility for payment of any taxes that may be owed as a result of this Agreement. Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

Each party's signatory below represents that they have all requisite power and authority to execute and deliver this Agreement on behalf of the respective party and to sufficiently legally bind such party to perform its obligations hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

WESTWOOD PLAZA, LLC
Contractor:

_____
Philip Burton
Name:

Its: Authorized Signatory

State of Alabama)

County of Mobile)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Philip Burton whose name as authorized signatory for Westwood Plaza, LLC is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 14th day of September, 2024.

(SEAL)

MALLORY D. TYSON NOTARY PUBLIC STATE AT LARGE ALABAMA

Mallory D. Tyson
Notary Public
My Commission Expires: 4/29/25

MALLORY D TYSON
Notary Public
Alabama State at Large

SCP-ALR-01 NDOOLITTLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: PHONE (A/C, No, Ext): (251) 473-9000 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS:
INSURED SCP-PB AL Retail, LLC Westwood Plaza P O Box 16167 Mobile, AL 36616	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Trust Insurance Company — 20141 INSURER B : FCCI Insurance Company — 10178 INSURER C : StarStone Specialty Ins Co — 44776 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			GL10005009103	7/20/2022	7/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA10002672703	7/20/2022	7/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			72800H210ALI	7/20/2022	7/20/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Westwood Plaza

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:29 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 712, 716 and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road,
extending to the southeast corner of Johnston Avenue and Gosson Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 10th day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 712, 716 and 718 Dauphin Island Parkway (northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the southeast corner of Johnston Avenue and Gosson Street) from R-3, Multi-Family Residential District, and B-3, Community Business District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY

LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of October, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of September, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED,

SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

Lisa Lambert, City Clerk

Cowles Murphy Glover and Associates
712, 716, and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street)
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 1, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Cowles Murphy Glover and Associates** for a change in zoning from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District** for the property located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all other codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

12069

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

HANCOCK BANK
WWW.HANCOCKBANK.COM
(800) 448-8812

61-661/651

8/29/22

PAY TO THE ORDER OF CITY OF MOBILE

$437.15

four hundred thirty-seven 15/100 DOLLARS

SECURED BY BZSHIELD

Security Features Included Details on back.

080003 / 12-04

MEMO 4196

MP

⑈012069⑈ ⑆065106619⑆ ⑈06090269⑈

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☐ **Zoning Change**	☐ **Planning Approval**	☒ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00 *MODIFICATION

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Cowles, Murphy, Glover & Associates — Name

gcowles@cmg-a.com, pgarstecki@cmg-a.com — Email

716 Dauphin Island Parkway Mobile, AL 36606 — Full Address (Street, City, State, Zip)

251-471-3991 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carmelite Nuns Discalced — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

716 Dauphin Island Parkway Mobile, AL 36606 — Property Address

2910283003014 — Parcel Number

Approx. 0.6 Acres — Property Area (acres or square feet)

B-3 — Present Zoning

R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thao T. Nguyen
Applicant Signature

6/28/2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

June 23, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4091

Location: 716 Dauphin Island Parkway Mobile, AL 36606

To whom it may concern,

I, Thao T. Nguyen of the Carmelite Nuns Discalced, authorize Cowles, Murphy, Glover & Associates Inc., to act as my agent to apply for all City of Mobile permits and applications associated with the proposed planning, subdivision, and zoning modifications located at 716 Dauphin Island Parkway 36606.

If any additional information is required at this time, please advise.

Sincerely,

Signature _____

Name Thao T. Nguyen
Carmelite Nuns Discalced

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

COUNTY OF MOBILE

600
15 50
2150
0 00
8150
200
3350

Grantor's Name and Mailing Address: Most Reverend Thomas J. Rodi, Archbishop of Mobile, a Corporation Sole 400 Government Street Mobile, AL 36604	**Grantee's Name and Mailing Address**: Discalced Carmelite Nuns 716 Dauphin Island Parkway Mobile, Alabama 36606
Property Address: 712 Dauphin Island Parkway Mobile, Alabama 36606	**Date of Sale**: 7/12/2013 **Tax Assessor's Market Value**: $15,300.00 (may be verified by Tax Assessor's FMV)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, MOST REVEREND THOMAS J. RODI, Archbishop of Mobile, a Corporation Sole (herein called "**Grantor**"), does hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto DISCALCED CARMELITE NUNS, an Alabama corporation (herein called "**Grantee**"), and its successors and assigns forever, the following described real property, situated, lying and being in the State of Alabama, County of Mobile, to wit:

Parcel A:

Lot 26, Block 28, Bon-Air Estates, according to the map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama: LESS AND EXCEPT the North five feet of Lot 26, Block 28, Bon-Air Estates of the aforesaid records;

Parcel B:

Beginning at a bolt found at the Southeast corner of Lot 26, Block 28, Bon-Air Estates as per map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama; thence run South 0 degrees 11 minutes 20 seconds West along the West right of way line of Dauphin Island Parkway a distance of 60.01 feet to a point that is 0.55 East of a pinch top iron, thence run South 89 degrees 47 minutes 01 seconds West a distance of 150.00 feet to a Sims Surveying capped rebar, thence run North 0 degrees 11 minutes 20 seconds East a distance of 60.01 feet to the Southwest corner of Lot 26, Block 28, Bon-Air Estates, thence run North 89 degrees 47 minutes 01 seconds East along the South line of said Lot 26, a distance of 150.00 feet to the bolt at the point of beginning;

This conveyance is made subject to the following:

1. Any restrictions, reservations, zoning ordinances, building setback lines, or easements that may appear of record, on the recorded plat or on the

2. Any oil, gas, and mineral reservations and conveyances of record.

3. Restrictive covenants as contained in instrument recorded in Deed Book 227, Page 32 of the Office of the Judge of Probate, Mobile County, Alabama.

4. Any taxes for the year 2013 and subsequent years.

5. All matters shown on the survey of the property prepared by Sims Surveying Services, Inc. dated March 18, 1997.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 12th day of July, 2013.

MOST REVEREND THOMAS J. RODI,
Archbishop of Mobile, a Corporation Sole:

Thomas J Rodi

By: Most Reverend Thomas J. Rodi
As: Its Archbishop

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MOST REVEREND THOMAS J. RODI, in his capacity as Archbishop of Mobile, a Corporation Sole, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of July, 2013.

Dana M. Nelsen

NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARG
MY COMMISSION EXPIRES: Sept 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITE

This instrument prepared by:
F. Grey Redditt, Esq.

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $102.00 MinTx $0.00
erk: KROBINSON

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, George F. Bauer, a single person, hereinafter called the Grantor, in consideration of the sum of ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS ($102,000.00), cash, and other good and valuable considerations to said Grantor in hand paid by Discalced Carmelite Nuns, an Alabama 501(c)(3) organization, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee and unto the successors and assigns of said Grantee, forever, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

That certain real property situated in the City and County of Mobile, State of Alabama, described as follows, viz: Commencing at the Northwest corner of Gosson Street and Halls Mill Road, run North 46 degrees 52 minutes 10 seconds East along the North side of Halls Mill Road, a distance of 220 feet to the point of beginning of the property herein described; thence run North 42 degrees 24 minutes 10 seconds West a distance of 188.40 feet to a point; thence North 49 degrees 51 minutes 20 seconds East a distance of 263.82 feet to a point on the West side of Dauphin Island Parkway, formerly known as Fulton Road, thence run South 00 degrees 35 minutes 50 seconds West along the West line of Dauphin Island Parkway, formerly known as Fulton Road, a distance of 134.67 feet to a point of curve, said curve having a delta angle to the right of 24 degrees 14 minutes 30 seconds and a radius of 453.34 feet, thence run in a Southwestwardly direction along the West line of said mentioned road a distance of 191.80 feet measured along the arc of said curve to a point; thence run North 42 degrees 24 minutes 10 seconds West a distance of 3.0 feet to the point of beginning. All of said measurements are in accordance with plat of survey by Norden Engineering Company dated February 2, 1968;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the Northwest corner of Gosson Street and Dauphin Island Parkway, thence run North 46 degrees, 52 minutes, 10 seconds East along the North side of Dauphin Island Parkway, 220 feet, thence run North 42 degrees, 24 minutes,10 seconds West, 116.50 feet to the point of beginning of the property herein described; thence continue North 42 degrees, 24 minutes, 10 seconds West, 71.90 feet, thence North 49 degrees, 51 minutes, 20 seconds East, 102.18 feet; thence South 13 degrees, 59 minutes, 00 seconds West, 122.60 feet to the point of beginning.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments, members and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantors.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this the 22 day of September, 2021.

George F. Bauer

STATE OF ALABAMA)

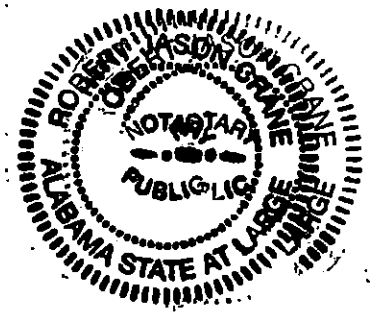
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George F. Bauer, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of September, 2021.

NOTARY PUBLIC
My Commission Expires: 2/8/25

The following information is provided pursuant to Code of Alabama Section 40-22-1.



Grantee's address is:

716 Dauphin Island Parkway

Mobile, Alabama 36606

Grantors' address is:

27800 Canal Rd #304

Orange Beach, AL 36561

Property address is: 718 Dauphin Island Parkway, Mobile, AL 36606

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 303
3800 Airport Boulevard
Mobile, Alabama 36608
(251)344-0880
86902

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

July 5, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4196

Location: 716 Dauphin Island Parkway Mobile, AL 36606

SUB/ZON Application Narrative

The Carmelite Nuns Discalced would like to combine three (3) legal lots of record into one (1) legal lot of record. The Carmelite Nuns Discalced have recently purchased an adjacent lot to their property, which was previously the location of Bauer's Drug Store, and would like to combine this lot with their other two (2) adjacent lots. This lot is located at the intersection of Halls Mill Road and Dauphin Island Parkway, is currently zoned B-3, and is surrounded by the R-3 zoned Carmelite Lots on three (3) sides. The other two lots that will be combined with this recently purchased lot are already zoned R-3. The new single lot subdivision is proposed to be zoned R-3.

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway

Owner: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway Zip Code: 36606

Phone: 251-471-3991 Fax: _____ Email: N/A

Authorized Agent: Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Gary Cowles - Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Patrick Garstecki

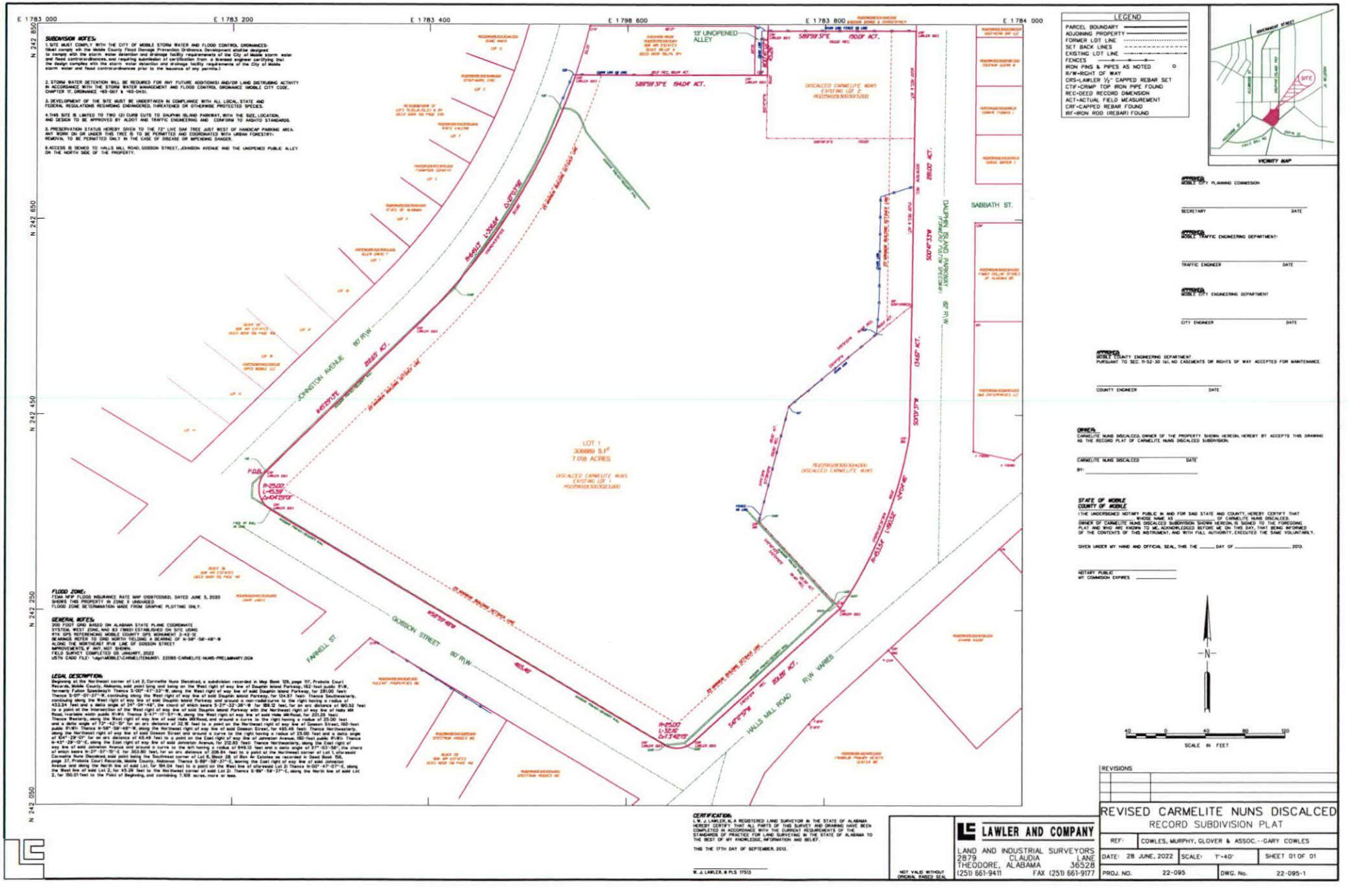
Print

06/28/2022

Date

Cowles, Murphy, Glover & Associates

Affiliation to project/Organization


E 1783 000
E 1783 200
E 1783 400
E 1798 600
E 1783 800
E 1784 000
N 242 850
N 242 650
N 242 450
N 242 250
N 242 050
SUBDIVISION NOTES:
1. SITE MUST COMPLY WITH THE CITY OF MOBILE STORM WATER AND FLOOD CONTROL ORDINANCES-
(Most comply with the Mobile County Flood Damage Prevention Ordinance. Development shall be designed to comply with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances, and requiring submission of certification from a licensed engineer certifying that the design complies with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances prior to the issuance of any permits.)
2. STORM WATER DETENTION WILL BE REQUIRED FOR ANY FUTURE ADDITIONS) AND/OR LAND DISTRUBING ACTIVITY IN ACCORDANCE WITH THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE (MOBILE CITY CODE, CHAPTER 17, ORDINANCE #63-067 & #63-0430).
3. DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHERWISE PROTECTED SPECIES.
4.THIS SITE IS LIMITED TO TWO (2) CURB CUTS TO DAUPHIN ISLAND PARKWAY, WITH THE SIZE, LOCATION, AND DESIGN TO BE APPROVED BY ALDOT AND TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.
5. PRESERVATION STATUS HEREBY GIVEN TO THE 13" LIVE OAK TREE JUST WEST OF HANDICAP PARKING AREA. ANY WORK ON OR UNDER THIS TREE IS TO BE PERMITTED AND COORDINATED WITH URBAN FORESTRY. REMOVAL TO BE PERMITTED ONLY IN THE CASE OF DISEASE OR IMPENDING DANGER.
6.ACCESS IS DENIED TO HALLS MILL ROAD, GIDEON STREET, JOHNSON AVENUE AND THE UNOPENED PUBLIC ALLEY ON THE NORTH SIDE OF THE PROPERTY.
FLOOD ZONE:
FEMA NFIP FLOOD INSURANCE RATE MAP 01097C0362J, DATED JUNE 5, 2020 SHOWS THIS PROPERTY IN ZONE X UNSHADED.
FLOOD ZONE DETERMINATION MADE FROM GRAPHIC PLOTTING ONLY.
GENERAL NOTES:
200 FOOT GRID BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (1983) ESTABLISHED ON SITE USING RTK GPS REFERENCING MOBILE COUNTY GPS MONUMENT 3-40 12. BEARINGS REFER TO GRID NORTH YIELDING A BEARING OF N 58°-58'-48"-W ALONG THE NORTHEAST R/W LINE OF GIDEON STREET
IMPROVEMENTS, IF ANY, NOT SHOWN.
FIELD SURVEY COMPLETED 05 JANUARY, 2022
USTN CADD FILE: \dgn\MOBILE\CARMELITENUNS\ 23095-CARMELITE-NUNS-PRELIMINARY.DGN
LEGAL DESCRIPTION:
Beginning at the Northeast corner of Lot 2, Carmelite Nuns Discalced, a subdivision recorded in Map Book 129, page 117, Probate Court Records, Mobile County, Alabama, said point lying and being on the West right of way line of Dauphin Island Parkway, (82-foot public R/W, formerly Fulton Speedway); Thence S 00°-47'-32"-W, along the West right of way line of said Dauphin Island Parkway, for 281.00 feet; Thence S 00°-01'-27"-W, continuing along the West right of way line of said Dauphin Island Parkway, for 124.87 feet; Thence Southeasterly, continuing along the West right of way line of said Dauphin Island Parkway and around a non-tangent curve to the right having a radius of 433.34 feet and a delta angle of 24°-04'-48", the chord of which bears S 27°-32'-36"-W for 180.12 feet, for an arc distance of 180.52 feet to a point at the intersection of the West right of way line of said Dauphin Island Parkway with the Northeast right of way line of Halls Mill Road, (variable width public R/W); Thence S 47°-17'-37"-W, along the West right of way line of said Halls Mill Road, for 201.28 feet; Thence Westerly, along the West right of way line of said Halls Mill Road, and around a curve to the right having a radius of 25.00 feet and a delta angle of 73°-42'-09" for an arc distance of 32.16 feet to a point on the Northeast right of way line of Gideon Street, (60-foot public R/W); Thence N 58°-58'-48"-W, along the Northeast right of way line of said Gideon Street, for 483.48 feet; Thence Northwesterly, along the Northeast right of way line of said Gideon Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 104°-29'-09" for an arc distance of 45.59 feet to a point on the East right of way line of Johnston Avenue, (80-foot public R/W); Thence N 45°-29'-13"-E, along the East right of way line of said Johnston Avenue, for 212.83 feet; Thence Northeasterly, along the East right of way line of said Johnston Avenue and around a curve to the left having a radius of 848.13 feet and a delta angle of 37°-03'-58", the chord of which bears N 27°-57'-15"-E for 360.80 feet, for an arc distance of 366.94 feet to a point of the Northwest corner of Lot 1, aforesaid Carmelite Nuns Discalced, said point being the Southwest corner of Lot 5, Block 28, of Bon Air Estates as recorded in Deed Book 156, page 37, Probate Court Records, Mobile County, Alabama; Thence S 89°-59'-37"-E, leaving the East right of way line of said Johnston Avenue and along the North line of said Lot, for 194.04 feet to a point on the West line of aforesaid Lot 2; Thence N 00°-47'-07"-E, along the West line of said Lot 2, for 45.26 feet to the Northwest corner of said Lot 2; Thence S 89°-59'-37"-E, along the North line of said Lot 2, for 350.01 feet to the Point of Beginning, and containing 7.308 acres, more or less.
CERTIFICATION:
I, W. J. LAWLER, III, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
THIS THE 17TH DAY OF SEPTEMBER, 2013.
W. J. LAWLER, III PLS 17513
NOT VALID WITHOUT ORIGINAL RAISED SEAL
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36528
(251) 661-9411 FAX (251) 661-9177
LOT 1
306889 S.F.
7.018 ACRES
DISCALCED CARMELITE NUNS
EXISTING LOT 1
P.O.B.
R=25.00'
L=45.59'
D=104°29'09"
R=848.13'
L=366.94'
D=37°03'58"
R=433.34'
L=180.52'
D=24°04'48"
R=25.00'
L=32.16'
D=73°42'09"
R=25.00'
L=45.59'
D=104°29'09"
S89°59'37"E 194.04' M.
S89°59'37"E 350.01' M.
N00°47'07"E 45.26' M.
S00°01'27"W 124.87' M.
S00°47'32"W 281.00' M.
N45°29'13"E 212.83' M.
S58°58'48"E 483.48' M.
S47°17'37"W 201.28' M.
N58°58'48"W 60.00' M.
JOHNSTON AVENUE 80' R/W
GIDEON STREET 60' R/W
HALLS MILL ROAD VARIES R/W
DAUPHIN ISLAND PARKWAY 82' R/W
13' UNOPENED ALLEY
SABBATH ST.
FARNELL ST.
S89°59'37"E 150.0' M.
S89°59'37"E 594.04' M.
N00°47'07"E 435.06' M.
S00°01'27"W 134.87' M.
DISCALCED CARMELITE NUNS EXISTING LOT 1
DISCALCED CARMELITE NUNS EXISTING LOT 2
LEGEND
PARCEL BOUNDARY
ADJOINING PROPERTY
FORMER LOT LINE
SET BACK LINES
EXISTING LOT LINE
FENCES
IRON PINS & PIPES AS NOTED
R/W-RIGHT OF WAY
CRS-LAWLER ½" CAPPED REBAR SET
CTF-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
ACT-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
RF-IRON ROD (REBAR) FOUND
SITE
VICINITY MAP
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE TRAFFIC ENGINEERING DEPARTMENT:
TRAFFIC ENGINEER DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE COUNTY ENGINEERING DEPARTMENT
PURSUANT TO SEC. 11-52-30 (a), NO EASEMENTS OR RIGHTS OF WAY ACCEPTED FOR MAINTENANCE.
COUNTY ENGINEER DATE
OWNER:
CARMELITE NUNS DISCALCED, OWNER OF THE PROPERTY SHOWN HEREON, HEREBY BY ACCEPTS THIS DRAWING AS THE RECORD PLAT OF CARMELITE NUNS DISCALCED SUBDIVISION.
CARMELITE NUNS DISCALCED DATE
BY:
STATE OF MOBILE
COUNTY OF MOBILE
I THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF CARMELITE NUNS DISCALCED, OWNER OF CARMELITE NUNS DISCALCED SUBDIVISION SHOWN HEREON, IS SIGNED TO THE FOREGOING PLAT AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 2013.
NOTARY PUBLIC
MY COMMISION EXPIRES _____
N
40 0 40 80 120
SCALE IN FEET
REVISIONS
REVISED CARMELITE NUNS DISCALCED
RECORD SUBDIVISION PLAT
REF: COWLES, MURPHY, GLOVER & ASSOC. --GARY COWLES
DATE: 28 JUNE, 2022
SCALE: 1"=40'
SHEET 01 OF 01
PROJ. NO. 22-095
DWG. No. 22-095-1

CALOGRIDES AUGUSTO JOHN & MARY CYNTHIA
3963 BYRONELL DR S
MOBILE, AL 36693

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

WILLIAMS MICHAEL H
6600 TILLMAN DR
MOBILE, AL 36619

DARR JAMES
23820 LIMERICK LN
DAPHNE, AL 36526

BLANKS BURTON & EARNESTINE
700 RUTH ST
MOBILE, AL 36606

LEAUBER SHAWN
450 BON SECOUR ST
FAIRHOPE, AL 36532

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
151 FOREMAN RD APT B6
MOBILE, AL 36605

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
1152 STEWART RD
MOBILE, AL 36608

WILLIAMS DONALD B, HELANA R N WILLIAMS-CALL, CHRISTOPHER E A WILLIAMS & PARKER N J WILLIAMS
5913 COTTAGE HILL RD
MOBILE, AL 36609

NOBLES ERRICK
P O BOX 50606
MOBILE, AL 36605

B & N ENTERPRISES LLC
5790 RIVERCHASE DR N
MOBILE, AL 36619

FAMILY DOLLAR STORES OF ALABAMA INC A CORPORATION
ATTN: REAL ESTATE TAX
500 VOLVO PKWY
CHESAPEAKE, VA 23320

DUMAS MARION C
3662 SURREY CT
MOBILE, AL 36693

STATE OF ALABAMA
718 JOHNSTON AVE
MOBILE, AL 36606

PETTWAY BOBBY D & CASANDRA
2053 BANKHEAD ST
MOBILE, AL 36607

CONWAY THOMAS L
P O BOX 3132
MOBILE, AL 36652

COLEMAN GLENN M
11384 SHANDON PARK WAY
WINDERMERE, FL 34786

SOUTHERN BAY LLC
11644 WALKER RD
IRVINGTON, AL 36544

PETTWAY BURL
3624 DIAL ST
MOBILE, AL 36612

HERRINGTON CHRISTOPHER
1469 HOUSTON ST
MOBILE, AL 36606

MADISON BRANDI & CHRISTOPHER E MADISON SR C/O MADISON BRANDI
708 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

SPECTRUM HODGES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

WILLIAMS TYTUS J & DIANE B WILLIAMS
2003 BANKHEAD ST
MOBILE, AL 36606

RIGBY SHOSHONI
711 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O ROBERT WILLIAMS JR
2805 RICHARDSON DR S
MOBILE, AL 36606

AUTRY JOSEPHUS SR & MATTIE P
701 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

LAMAR CYNTHIA W
709 JOHNSTON AVE
MOBILE, AL 36606

FREEMAN LENDORA H
707 JOHNSTON AVE
MOBILE, AL 36606

PKAY'S INVESTMENTS INC C/O SAMUEL WARREN
1813 LA PINE DR
MOBILE, AL 36618

BRIDGES PEGGY RAYMOND
700 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

ROSS SUSAN PURVIS 2/3 INT & OLIVER HAMILTON PURVIS III 1/3 INT
707 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

BURRELL MICHAEL & DERRIC BURRELL
750 COUNTRY LN
AXIS, AL 36505

KIDD KERMIT
1407 HUNTER'S RIDGE DR
MOBILE, AL 36695

SHALOM PROPERTY GROUP LLC
8602 FARRINGTON LOOP N
SEMMES, AL 36575

ISAAC NAKIA
3357 BROOKLYNS WAY W
SEMMES, AL 36575

STOUTAMIRE ERIC
1308 OLIVE ST
MOBILE, AL 36605

VU TAN THI THANH
1014 REGAL DR
MOBILE, AL 36609

D I P CENTER LLC
P O BOX 1565
LAWRENCEVILLE, GA 30046

H & P PROPERTY LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36693

SMITH BOYCE KEITH
1216 WESTBURY DR
MOBILE, AL 36609

FRANKLIN PRIMARY HEALTH
CENTER INC
P O BOX 2048
MOBILE, AL 36652

CHIN RICHARD
408 FREDERICK AVE
FAIRHOPE, AL 36532

PARTRIDGE DAVID & TAWANA MCNEIL PARTRIDGE
301 BROMLEY PLACE
MOBILE, AL 36606

EVANS HIRAM
PO BOX 6797
MOBILE, AL 36660

LEE DONALD R & ANGELA H LEE
1971 HALLS MILL RD
MOBILE, AL 36606

GHARIB NAZMY
3912 BAY FRONT RD
MOBILE, AL 36605

WILLIAMS FRONIE K C/O WILLIAMS FRONIE K
961 KENT ST
ALTADENA, CA 91001

BARZINJI ISMAIL
909 REGENTS DR W
MOBILE, AL 36609

SIPCO MOBILE LLC
3303 OVERTON TRAIL
BIRMINGHAM, AL 35243

ALLEN DAVID F
1102 HOUSTON ST
MOBILE, AL 36606

ROBINSON ALICE & AARON
5921 HEATHERWOOD CT
MOBILE, AL 36618

BROWN MYRLINE D & MINNIE M
753 JOHNSTON AVE
MOBILE, AL 36606

FOREIGN AUTO PARTS OF
MOBILE INC
713 HOLCOMBE AVE
MOBILE, AL 36606

PARKS JOYCE P
1366 AZALEA RD
MOBILE, AL 36693

DEES JERRY W SR
3705 LAKEFRONT DR
MOBILE, AL 36695

FOREIGN AUTO PARTS OF MOBILE INC
9665 BEACH RD
SARALAND, AL 36571

WHITE VALERIE
714 JOHNSTON AVE
MOBILE, AL 36606

WILSON ALVIN & INNES N HARDY C/O A & I PROPERTIES
P O BOX 6129
MOBILE, AL 36660

BAK INVESTMENTS INC AN UNDIVIDED 1/2 INT & BIG SWELL INC AS TRUSTEE OF
13 S FLORIDA ST
MOBILE, AL 36606

MCMILLIAN ANNIE RUTH
750 JOHNSTON AVENUE
MOBILE, AL 36606

THOMAS HENRY & GWENDOLYN E
755 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O VICTOR WILLIAMS
2125 PINE NEEDLE DR W
MOBILE, AL 36609

THOMPSON DOROTHY
716 JOHNSTON AVE
MOBILE, AL 36606

PLEZANT PROPERTIES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

COWLES, MURPHY, GLOVER & ASSOC
457 ST. MICHAEL STREET
MOBILE, AL 36602

CARMELITE NUNS DISCALCED
716 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 2:43 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	Mahantraj Mobile, LLC
Location:	Holiday Inn Mobile Downtown 301 Government Street Mobile, AL 36602

Adopted:

_____
City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5532

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.19.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *MAHANTRAJ MOBILE LLC*

Trade Name: HOLIDAY INN MOBILE DOWNTOWN

Location: 301 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
SKY LOUNGE
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5532

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.19.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *MAHANTRAJ MOBILE LLC*

Trade Name: HOLIDAY INN MOBILE DOWNTOWN

Location: 301 GOVERNMENT STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
SKY LOUNGE
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.04.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5532

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

MAHANTRAJ MOBILE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **010 - LOUNGE RETAIL LIQUOR - CLASS I**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *MAHANTRAJ MOBILE LLC*

TRADE NAME: HOLIDAY INN MOBILE DOWNTOWN

LOCATED AT: 301 GOVERNMENT STREET MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: VIVEK PATEL PHONE#: 802.770.990

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.18.2022
Application No: 5532

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

Type License: ***N/A***

Name of Applicant(s) ***MAHANTRAJ MOBILE LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
PATEL, YOGINKUMAR H TX 25791599	MEMBER	10.10.1983 GUJARAT INDIA	
PATEL, BHARATKUMAR B TX 25013562	MEMBER	04.17.1974 GUJARAT INDIA	
AMIN, DHRUVESH THAKORBHAI AL 7585527	MEMBER	07.02.1957 GUJARAT INDIA	
PATEL, KARTIK HARSHADBHAI TX 28075204	MEMBER	02.02.1985 GUJARAT INDIA	

Corporate information: 001-014-181 (Enter book & page or document info) Date: 04.12.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***HOLIDAY INN MOBILE DOWNTOWN - SKY LOUNGE***

Location 301 GOVERNMENT STREET MOBILE AL 36602

Mailing Address 301 GOVERNMENT STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? HOTEL

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO VK - POA

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? *NO*

(If **YES**, explain in Law violation Section) **Signature of applicant**_____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Vivek Patel - POA

COUNTY OF MOBILE **TITLE** MEMBER **DATE** 09.19.2022

The undersigned MAHANTRAJ MOBILE LLC dba HOLIDAY INN MOBILE DOWNTOWN - SKYVIEW LOUNGE
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Vivek Patel - POA
Signature of Affiant

Sworn to and subscribed before, me this 21 day of September Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person VIVEK PATEL E-mail: VIVEKPTL422@GMAIL.COM

Phone Number: Home: 802.770.9900 Cell: 802.770.9900 Bus: 802.770.9900

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 60 License premises includes patio area *NO*

Square Footage 1800

License covers: *TOP FLOOR*

License Structure: *HOTEL / MOTEL*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
PATEL, YOGINKUMAR H TX 25791599	NONE		
PATEL, BHARATKUMAR B TX 25013562	NONE		
AMIN, DHRUVESH THAKORBHAI AL 7585527	NONE		
PATEL, KARTIK HARSHADBHAI TX 28075204	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Vivek Patel - POA

Lease /Property Ownership

Name of Property Owner/Lessor: MAHANTRAJ HOSPITALITY LLC 760.617.0800

Address of Property Owner/Lessor:)63

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) VK - POA

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1384879
Owner Name	MANHANTRAJ MOBILE LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030159-0016 SHAWN S. 09/21/2022 08:42AM

BUSINESS LICENSE
MANHANTRAJ MOBILE LLC
122522
2022 Item: 1384879
ALCOHOL APPLICATION
FEE 50.00

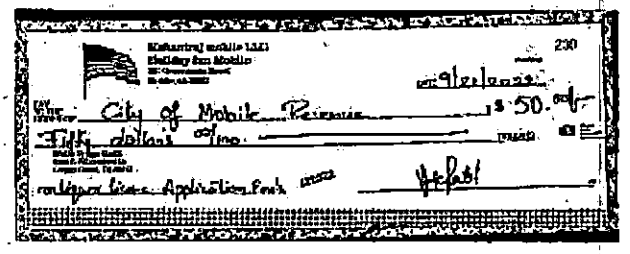
50.00

Subtotal **50.00**
Total **50.00**

CHECK 50.00
Check Number 230

Change due **0.00**

Paid by: MANHANTRAJ MOBILE LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220907105157085

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: HOLDIAY INN MOBILE DOWNTOWN **Filing Fee:** $50.00

Applicant: MAHANTRAJ MOBILE LLC **Transfer Fee:**

Location Address: 301 GOVERNMENT ST MOBILE, AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-014-181

Do you sell Draft Beer?:

Date Incorporated: 04/12/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/12/2022

Federal Tax ID: 88-1745744 **Alabama State Sales Tax ID:** R011495058

Name:	Title:	Date and Place of Birth:	Residence Address:
YOGINKUMAR H PATEL 25791599 - TX	MEMBER	10/10/1983 INDIA	
BHARATKUMAR PATEL 25013562 - TX	MEMBER	04/17/1974 INDIA	
DHRUVESH THAKORBHAI AMIN 7585527 - AL	MEMBER	07/02/1957 INDIA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: VIVEK PATEL
Business Phone: 802-770-9900
Fax:

Home Phone: 802-770-9900
Cell Phone: 802-770-9900
E-mail: VIVEKPTL422@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220907105157085

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MAHANTRAJ PALESTINE LLC/ MAHANTRAJ HOSPITALITY LLC 760-617-0800
What is lessors primary business? HOTEL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1800 Display Square Footage:
Building seating capacity: 60 Does Licensed premises include a patio area? NO
License Structure: MOTEL/HOTEL License covers: TOP FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220907105157085

Initial each	Signature page
VK	In reference to law violations, I attest to the truthfulness of the responses given within the application.
VK	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
VK	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
VK	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
VK	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
VK	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Vivek Patel

Signature of Applicant: Vivek Patel

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

122522

INFORMATION SHEET

Contact Person: Vivek Patel **Phone #:** 802-770-9900

Business Name: Holiday Inn Mobile DWTN

Corporation Name: Mahantraj Mobile LLC

Business Address: 301 Government St, Mobile, AL-36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? Yes **Building seating capacity;** 60

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? _____

If not kitchen equipped, is any type of food served? Yes **If yes explain:** Roast Restaurant Downstairs which does not Serve Alcohol

Square Feet of building 1800 Sq feet Lafayettes Restaurant 85941

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Mahavtraj Mobile LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Bharat Kumar Patel

Social Security # Race: Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 04 / 17 / 1974

Place of Birth Gujarat India
County *State* *Nation*

Present Address
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 19 Years Home# Cell# 361-688-4711

****

Full Name (*First, Middle, Last*) Druvesh Thakorbhai Amin

Social Security # Race: Asian Sex: (✓)M ( )F

Driver License# State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 02 / 1957

Place of Birth Gujarat India
County *State* *Nation*

Present Addre
City *State* *Zip Code*

Length of Time at Address: 18 Years & Above Home# Cell# 423-400-6905

Full Name (*First, Middle, Last*) Yogin kumar H Patel

Social Security # Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 10 / 10 / 1983

Place of Birth Gujarat India
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+Years Home# Cell# 760-617-0800

****

Full Name (*First, Middle, Last*) Kartik Harshad bhai Patel

Social Security #: ce: Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 02 / 02 / 1985

Place of Birth Gujarat India
County *State* *Nation*

Present Addres
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+Years Home# Cell# 361-585-6379

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Mahantraj Mobile LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Bharat Kumar Patel

Social Security # Asian Sex: (✓)M ( )F

Driver License# State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 04 / 17 / 1974

Place of Birth Gujarat India

County *State* *Nation*

Present Addr

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 19 Years Home# Cell# 361-688-4711

****

Full Name (*First, Middle, Last*) Druvesh Thakorbhai Amin

Social Security #, ace: Asian Sex: (✓)M ( )F

Driver License#, State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 02 / 1957

Place of Birth Gujarat India

County *State* *Nation*

Present Add

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 18 Years & Above Home# Cell# 423-400-6905

Full Name (*First, Middle, Last*) Yogin kumar H Patel

Social Security # _____ Race: Asian Sex: (✓)M ( )F

Driver License# _____ State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 10 / 10 / 1983

Place of Birth _____ Gujarat India
County *State* *Nation*

Present Addre
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 760-617-0800

****

Full Name (*First, Middle, Last*) Kartik Harshad bhai Patel

Social Security # _____ Asian Sex: (✓)M ( )F

Driver License# _____ State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 02 / 02 / 1985

Place of Birth _____ Gujarat India
County *State* *Nation*

Present A
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 361-585-6379

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

Full Name (*First, Middle, Last*) Mehul Sitaram Patel

Social Security # _____ ce: Asian Sex: (✓)M ( )F

Driver License# _____ State GA

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 11 / 1978

Place of Birth Gujarat India
County *State* *Nation*

Present Addr
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 860-212-1635

****

Full Name (*First, Middle, Last*) Parth Amin

Social Security # _____ Race: Asian Sex: (✓)M ( )F

Driver License# _____ State MS

Title (*i.e. Owner, President, Member*) Member

Date of Birth 12 / 18 / 1992

Place of Birth New Jersey U.S.A
County *State* *Nation*

Present Addres
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home# _____ Cell# 423-505-7599

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

Full Name (*First, Middle, Last*) Priyadarshan Pankajkumar Patel

Social Security # cc: Asian Sex: (✓)M ( )F

Driver License# ___ State TX

Title (*i.e. Owner, President, Member*) Member

Date of Birth 05 / 22 / 1983

Place of Birth Gujarat India
County *State* *Nation*

Present Address: 5
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 5+ Years Home#_____ Cell# 860-839-9620

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth____/____/____

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
		N/A		

I certify that the above information is correct and true.

Signature & Title

Date: OWNER's Rep

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Mahantraj Mobile LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Add. ____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

Certified Copy of a Non-Recordable Document

State of Texas, County of DALLAS

On this 29 day of August, 2022, I certify that the preceding or attached document, and the duplicate retained by me as a notarial record, are true, exact, complete, and unaltered photocopies made by me of PASSPORT & TX DL COPY (description of document), presented to me by the document's custodian, YOGESHKUMAR PATEL, held in my custody as a notarial record and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Notary Public Signature

(seal)

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

YOGINKUMAR H PATEL
7319 NATIVE OAK LN
IRVING,TX,75063US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

YOGINKUMAR H PATEL

Search Completed Result **08-25-2022**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: Yogin kumar H. Patel Account #_____

Business Name: Mahantraj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL / 88-1745744

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Yogin kumar H Patel ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/22 _____

Declarant's Signature

Case Result | Case Status: Status Returned

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident-Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0022250145145PN
COA Code:	IR1
Country of Birth:	IND - INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	bharatkumar patel
Date of Birth:	04/17/1974
Card Number:	IOE0900423895
Initiated On:	09/07/2022
Initiated By:	SDUR8422
Point of Contact Name:	Sandy Durham
Point of Contact Phone Number:	(251) 653-0015
Requested Benefits:	Commercial License
Attached Document:	No

I-783 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

BHARATKUMAR BALUBHAI PATEL
1075 N. FULTON BEACH RD
ROCKPORT, TX 78382

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

BHARATKUMAR BALUBHAI PATEL

Search Completed Result **08-25-2022** **E**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM B

Name: BHARAT KUMAR B PATEL Account #

Business: MAHANTRAJ MOBILE LLC Dba:- Holiday Inn mobile

Business Location and Tax ID No.: 301, Government St, Mobile, AL / 88-1745744

For Official Use Only	FORM B
Presumptive alien status confirmed by _____	**Date** _____
SAVE Verification received by _____	**Date** _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, to confirm that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☑ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, Bharat Kumar B Patel ***, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.***

Date 9/12/22

_____
Declarant's Signature

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-12-2022

DHRUVESH AMIN
200 SHADY LANE
FAIRHOPE,AL,US,36532

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

DHRUVESH AMIN

Search Completed Result **08-12-2022**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: DHRUVESH THAKORBHAI AMIN Account #_____

Business Name: Mahantraj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL / 88-1745744

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

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Please check which of the listed items has been provided.

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- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Dhruvesh Thakorbhai Amin ***, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/22

_____

Declarant's Signature

Certified Copy of a Non-Recordable Document

State of Texas, County of DALLAS

On this 29 day of August, 2022, I certify that the preceding or attached document, and the duplicate retained by me as a notarial record, are true, exact, complete, and unaltered photocopies made by me of PASSPORT & TX DL PHOTO COPIES (description of document), presented to me by the document's custodian, KATRIN THEOPHILUS DATEL, held in my custody as a notarial record and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Notary Public Signature

(seal)

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 08-25-2022

KARTIK H PATEL
7406 SUGAR MAPLE DR
IRVING,TX,75063US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

KARTIK H PATEL

Search Completed Result **08-25-2022**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

FORM A

Name: Kartik Harshadbhai Patel Account # _____

Business Name: Maharaj Mobile LLC Dba - Holiday Inn Mobile

Business Location and Tax ID No.: 301 Government St, Mobile, AL | 88-1745744

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

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- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
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- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Kartik Harshadbhai Patel ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 9/12/22 _____

Declarant's Signature

Special Power of Attorney

I, YOGNKUMAR H PATEL hereby appoint VIVEK PATEL as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning MAHANTRAJ MOBILE LLC.
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 07/21/2022 (Date), and shall remain in full force and effect until 07/21/2032 (Date) or unless specifically extended or rescinded earlier by either party.

07/21/2022
Date

Signature

STATE OF ~~ALABAMA~~ TEXAS

COUNTY OF ~~MOBILE~~ DALLAS

BEFORE ME, the undersigned authority, on this July 21 2022, personally appeared YOGNKUMAR H PATEL to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: 12/5/2023

CRISTINA SAMANO
Notary ID #132274929
My Commission Expires
December 5, 2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Mahantraj Mobile LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Yoginkumar H Patel

   Street (no PO Boxes) address of registered office (must be located in Alabama):

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-014-181 DLL

Date	04/12/2022
Time	22:07:00
File	$100.00
County	$100.00
Total	$200.00

5. Check only if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 13 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 1 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 12 / 2022
Date (MM/DD/YYYY)

Yoginkumar H Patel
Signature as required by 10A-5A-2.04

Member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Mahantraj Mobile LLC

This name reservation is for the exclusive use of Yoginkumar Patel, 231 Greeno Rd, Fairhope, AL 36532 for a period of one year beginning April 12, 2022 and expiring April 12, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 12, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES016297

Bharatkumar Patel - 40%
Dhruvesh Amin - 10%
Parth Amin - 10%
Priyardarshan Patel - 10%
Mehul S Patel - 10%
Yoginkumar H Patel - 10%
Kartik H Patel - 10%

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-13-2022

Employer Identification Number:
88-1745744

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

MAHANTRAJ MOBILE LLC
HOLIDAY INN MOBILE-DOWNTOWN
% YOGINKUMAR H PATEL MBR
7319 NATIVE OAK LN
IRVING, TX 75063

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1745744. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MAHANTRAJ MOBILE LLC
301 GOVERNMENT ST
MOBILE, AL 36602-2629

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011495058	08/16/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner.

NAICS CODE: 721110

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

010 lounge Retail Liquor- class1
(Type of alcoholic beverage license)

To be used in a/an _____
(Type of business)

Mahantraj Mobile LLC
(Name of applicant whether individual, corporation, etc.)

301 Government St
(Location address for application)

Mobile	AL	36602
City	**State**	**Zip**

1800
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning T-5.2* **Parking Provided** N/A

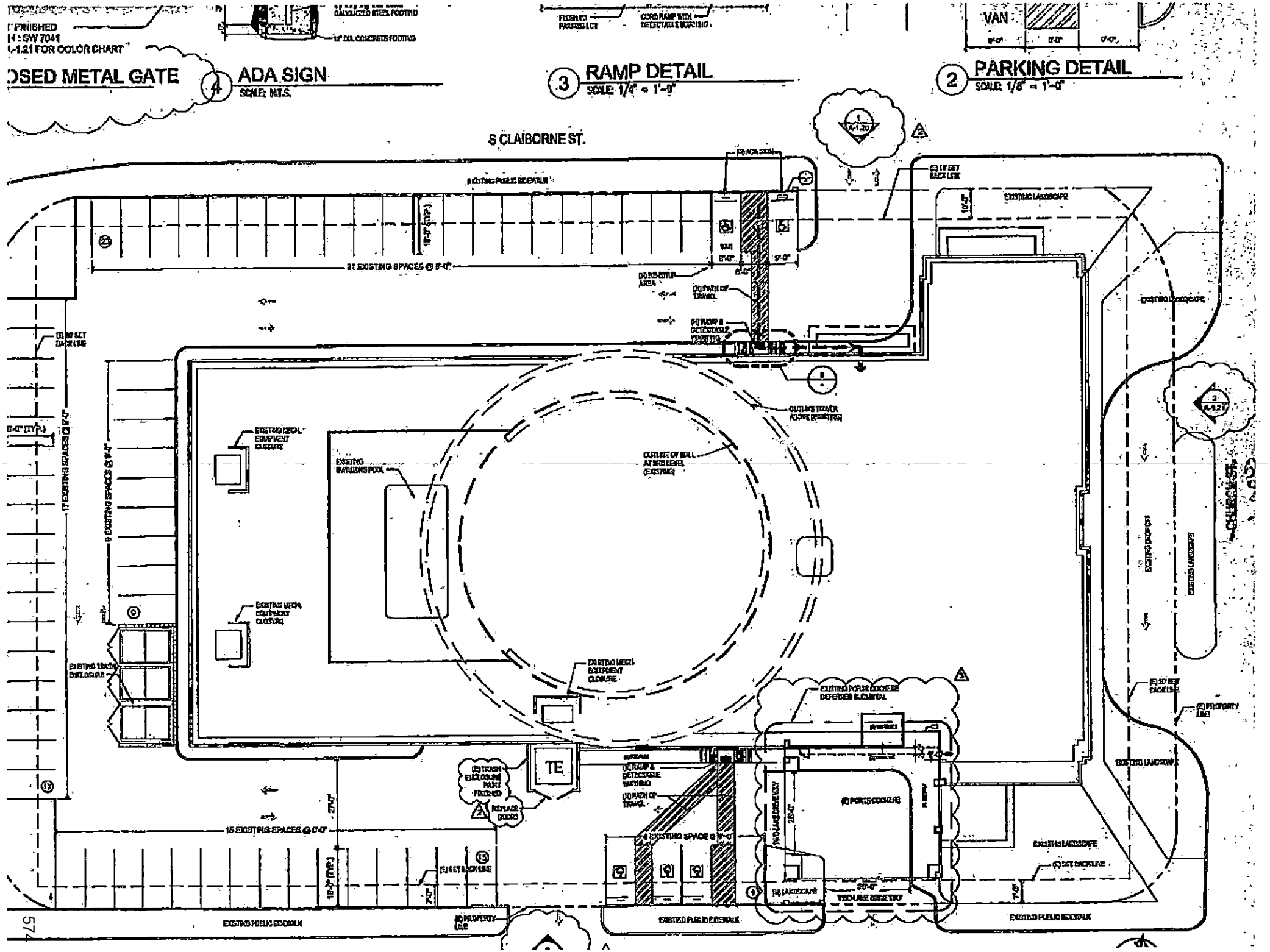
Parking Required N/A **Compliance:** X** **Yes** _____ **No**

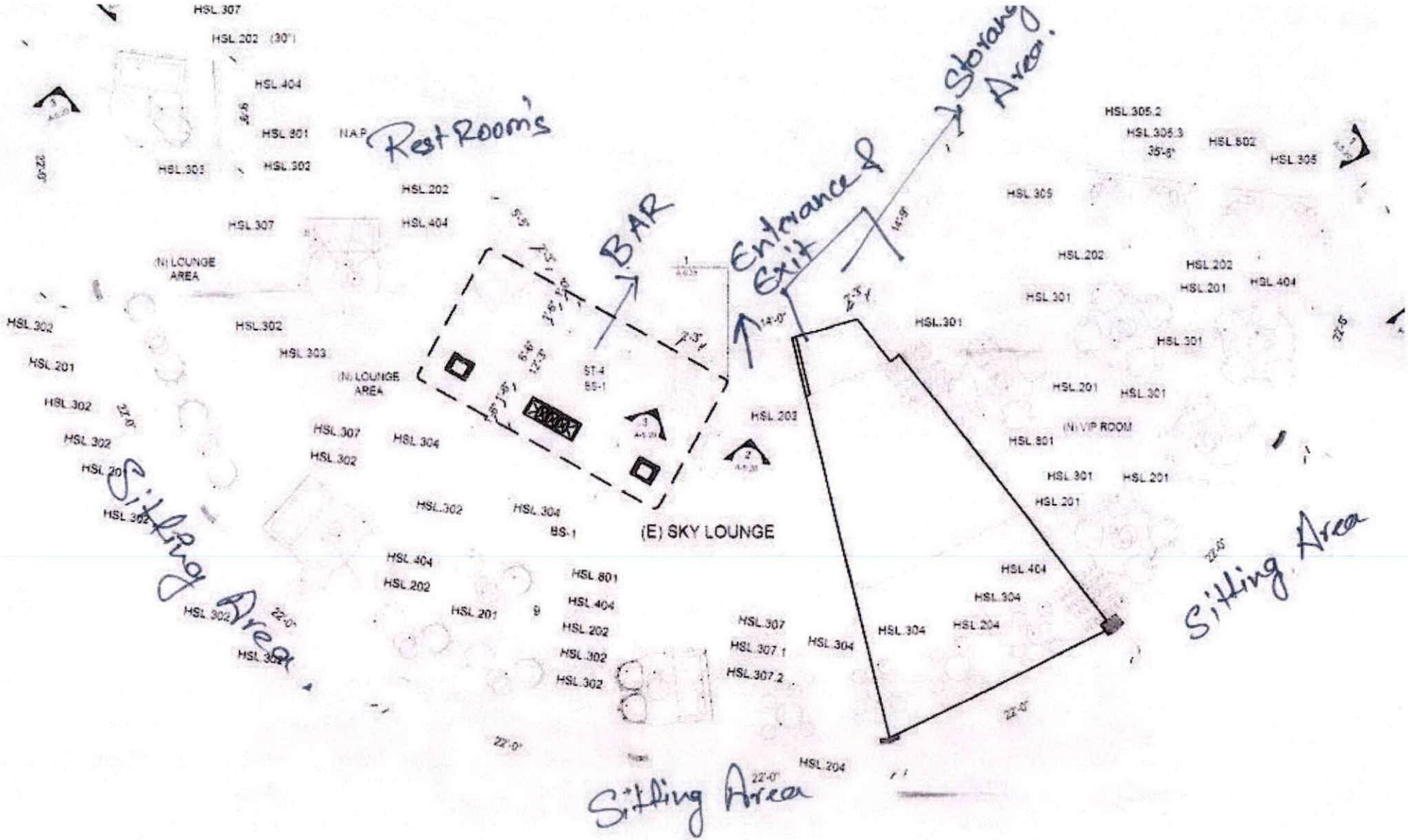
A. Logan Anderson
(Signed by Urban Development Dept)

09/21/2022
Date

*A bar/lounge with an occupancy load of less than 100 persons is permitted by right in the T-5.2 zoning district. Occupancy loads greater than 100 persons requires Planning Approval from the Planning Commission.

**The site is located within the Downtown Development District, which exempts T-5.2 from off-street parking requirements.


FINISHED
N : SW 7041
A-1.21 FOR COLOR CHART"
OSED METAL GATE
4 ADA SIGN
SCALE: N.T.S.
3 RAMP DETAIL
SCALE: 1/4" = 1'-0"
VAN
2 PARKING DETAIL
SCALE: 1/8" = 1'-0"
S CLAIBORNE ST.
21 EXISTING SPACES @ 9'-0"
17 EXISTING SPACES @ 9'-0"
15 EXISTING SPACES @ 9'-0"
EXISTING PUBLIC SIDEWALK
EXISTING LANDSCAPE
EXISTING MECH. EQUIPMENT CLOSURE
EXISTING INFILTRATION POOL
OUTLINE OF WALL AT BASE LEVEL (EXISTING)
OUTLINE TOWER ABOVE (EXISTING)
EXISTING TRASH ENCLOSURE
(E) TRASH ENCLOSURE PAINT FINISHED
REPLACE DOORS
TE
(E) PORTE COCHERE
(E) PROPERTY LINE
574



Holiday Inn Mobile DWTN, Mobile, AL-36602

301 Government St, Mobile, AL-36602

9/7/2022

Lease

THIS AGREEMENT made and entered into this 16th day of June 2022, by and between Mahantraj Palestine LLC / Mahantraj Hospitality LLC, hereinafter referred to as "Landlord", and Mahantraj Mobile LLC hereinafter referred to as "Tenant". In consideration of the mutual covenants herein contained, the parties agree as follows:

Section One

DESCRIPTION OF PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located at 301 Government Street, Mobile, AL 36602, hereinafter referred to as the "Premises".

Section Two

TERM

The term of this lease is Twenty (20) years beginning upon June 16, 2022.

Section Three

QUIET ENJOYMENT

Landlord covenants, warrants, and represents that upon commencement of the lease term, Landlord has full rights and power to execute and perform this lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peacefully and quietly have, hold, and enjoy the demised premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this lease.

Section Four

RENT

The rent for said premises shall be the sum of $100.00 per month which shall be paid by Tenant in advance of the first day of each month, beginning on the first (1st) day of the first month following occupancy.

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

9/12/22
Date

Owner of Property (Signature)

Vivek Patel
Print Name of Property Owner

City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

9/12/22
Date

Applicant's Signature

Vivek Patel
Print Name of Applicant

State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5532
Business Name	MAHANTRAJ MOBILE LLC
Company DBA	HOLIDAY INN MOBILE DOWNTOWN
Business Address	301 GOVERNMENT STREET 36602
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	09.19.2022
Agenda Meeting Date	10.04.2022

Yogesh Patel - POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Carroll

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 2:45 PM

RESOLUTION

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	555 Dauphin, LLC
Location:	Gracé 555 Dauphin Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5529

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.21.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *555 DAUPHIN LLC*

Trade Name: GRACE

Location: 555 DAUPHIN STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
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(Type of License)

TO: *555 DAUPHIN LLC*

Trade Name: GRACE

Location: 555 DAUPHIN STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.04.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5529

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

555 DAUPHIN LLC has filed application with the City of
(Name of Applicant)

020 - RESTAURANT RETAIL LIQUOR

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *555 DAUPHIN LLC*

TRADE NAME: GRACE

LOCATED AT: 555 DAUPHIN STREET MOBILE AL 36602

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: NOELL C BROUGHTON **PHONE#:** 251.767.2133

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.19.2022
Application No: 5529

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***555 DAUPHIN LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
BROUGHTON, NOELL CARTER AL 05790383	MEMBER	05.23.1973 MOBILE AL	
SHIPMAN, DAVID MICHAEL AL 6911795	MEMBER	01.28.1968 TUPELO MS	

Corporate information: 001-034-614 (Enter book & page or document info) Date: 08.13.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***GRACE***

Location 555 DAUPHIN STREET MOBILE AL 36602

Mailing Address 53 NORTH ANN STREET MOBILE AL 36604
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... SEE ATTACHED LIST

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** _____

The undersigned 555 DAUPHIN LLC dba GRACE - NOELL C BROUGHTON
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 20 day of September Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person NOELL C BROUGHTON E-mail: NOELLBROUGHTON@YAHOO.COM

Phone Number: Home: 251.767.2133 Cell: 251.767.2133 Bus: 251.767.2133

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 200 License premises includes patio area *YES*

Square Footage 3500

License covers: *ENTIRE STRUCTURE*

License Structure: *MULTI-STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
BROUGHTON, NOELL CARTER AL 05790383	NONE		
SHIPMAN, DAVID MICHAEL AL 6911795	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: II WENDELL QUIMBY 251.207.2274

Address of Property Owner/Lessor: 3660

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) NB

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1384874
Owner Name	555 DAUPHIN LLC DBA GRACE

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030159-0006 SHAWN S. 09/20/2022 04:13PM

BUSINESS LICENSE
555 DAUPHIN LLC DBA GRACE
123116
2022 Item: 1384874
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal	**50.00**
Fee: CC FEE	1.50
Total	**51.50**
CREDIT CARD	51.50
Ref Number APPR 161158 - 7933	
Change due	**0.00**

Paid by: 555 DAUPHIN LLC DBA GRACE

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000005
Batch #: 637
09/20/22 16:11:58
APPR CODE: 161158
Trace: 5
VISA Chip
**********7933 **/**

AMOUNT $51.50

APPROVED
X
.BROUGHTON/NOELL

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL. 36644-0001
251-208-5880

SALE

REF#: 00000005
Batch #: 637
09/20/22 16:11:58
APPR CODE: 161158
Trace: 5
VISA Chip
**********7933 ****

T2C
A 123116

City of Mobile Alcohol License Application

All boxes MUST be answered and are fillable

Application Date	Is the busines open/operating?	If YES, Business Start Date	If No, Anticipated Start Date
9/1/22	No		10/1/22

Business Information (ALL boxes must be completed)

Business Description/Activity	What license did you apply for with the ABC Board?
RESTAURANT	RESTAURANT RETAIL
Legal Business Name	**Trade Name (DBA)**
SSS DAUPHIN, LLC	GRACE
Business Structure	**Physical Address of Business (Street Name, Suite #)**
SSS DAUPHIN ST.	555 DAUPHIN ST.
Physical Address of Company (Street Name, Suite #)	**City / State / Zip Code**
555 DAUPHIN ST.	MOBILE / AL / 36602
City / State / Zip Code	**Mailing Address of Business (PO Box, Street Name, Suite #, etc)**
MOBILE / AL / 36602	
Mailing Address of Company (Street Name, Suite #, etc)	**City / State / Zip Code**
	MOBILE / AL / 36604
City / State / Zip Code	**Business Phone Number** / **Will contact person have POA?**
MOBILE / AL / 36604	YES
Phone Number of Company	**Business Contact Person Name** / **Contact Person Title**
	NOEL BRIGHTWELL / MEMBER
Federal ID (FEIN) / **State of Alabama Tax ID**	**Phone** / **Email**
88-3710537	(251)767-2133 / NOELBRIGHTWELL@YAHOO.COM

Land/Building Information (ALL information must be completed)

Do you own or rent the property? YES

Property Owner Name	Do you have a legal description of property?
WENDEL QUIMBY	YES Required - see page 3 of this application
Property Owner Address	**Prop Owner Phone** / **Property Owner Email**
P.O. BOX 6673	(251) 201-2274
Property Owner City / State / Zip Code	**Building Seating Capacity** / **Building Square Footage**
MOBILE / AL / 366660	200 / 2900 SQ. FT.

Premise/Location Information (ALL boxes must be completed)

Premise/Location Questions (all must be answered)

Fully equipped & operational kitchen YES	Equipped with table and chairs YES
If NO, any food served (if YES explain below)	Equipped for on premise consumption YES
Habitually used for providing food to public YES	Restroom Facilities YES / Patio Area YES

Information Verified as Correct (Initial) _____

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220826144449648

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: GRACE **Filing Fee:** $50.00

Applicant: 555 DAUPHIN LLC **Transfer Fee:**

Location Address: 555 DAUPHIN STREET MOBILE, AL 36602

Mailing Address: 555 DAUPHIN STREET MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-034-614

Do you sell Draft Beer?:

Date Incorporated: 08/13/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/13/2022

Federal Tax ID: 88-3710537 **Alabama State Sales Tax ID:** R00000000001

Name:	Title:	Date and Place of Birth:	
DAVID MICHAEL SHIPMAN 6911795 - AL	MEMBER	01/28/1968 TUPELO MS	
NOELL CARTER BROUGHTON 5790383 - AL	MEMBER	05/23/1973 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: NOELL BROUGHTON
Business Phone: 251-459-0224
Fax:

Home Phone: 251-767-2133
Cell Phone: 251-767-2133
E-mail: NOELLBROUGHTON@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220826144449648

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: WENDELL QUIMBY 251-209-2274
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 170 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

Alcohol License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Officer, Position
NOELL CARTER BROUGHTON	MEMBER	

Race	Sex	Date of Birth	Home Address	City	State	Zip Code
W	M	5-23-73	55 N. ANN ST.	MOBILE	AL	36604

Social Security Number | Drivers License (State, Number)

Place of Birth (City, State, Nation)	Phone Number	Email
MOBILE, AL USA	(251)767-2133	NOELBROUGHTONC YAHOO.COM

List law violations for the past ten (10) years (whether or not there was a conviction) - use separate sheet if needed

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NONE				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

	If YES, Legal Business Name	Business DBA
YES	ALEXANDRIA, LLC.	LUCKY IRISH PUB
	NOBLE, LLC	LUCKY IRISH PUB
	BROMAN, LLC	THE BERNARD
	DEBOIS RESTAURANT, LLC	DEBOIS
	OBN, LLC	BOLE & BARREL
	NOBOA, LLC	THE LITTLE WHISKEY
	CAUSEWAY, LLC	TRADES

Information Verified as Correct (Initial) _____

FORM A

Name: Noel Broughton Account #

Business Name: 555 DAUPHIN, LLC dba GRACE

Business Location and Tax ID No.: 555 DAUPHIN ST.

For Official Use Only **FORM A**

Citizenship status confirmed by **Date**

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☒ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Noel Broughton *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 9/1/22

ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

[redacted]

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

November 13, 2020

Dear Mr. Broughton,

The ALEA Records and Identification Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Records and Identification Unit at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

CERTIFIED COPY
OF
ALEA DOCUMENT

SEQ # 178 XREF # 16414479

•LAST PAGE ON SID AI 01202986

• NO RECORD FOUND REPORT DATE: 11 13 2020 •

•FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AI 01202986

•OPR ATN:

NRP AI 01 202986

NAME BROUGHTON,NOELL CARTER

TCN:140201704J

XXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXX

Response Info

Alcohol License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Officer, Position
DAVID MICHAEL SHIPMAN	MEMBER	

Race	Sex	Date of Birth	Home Address
W	M	1-28-68	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		DAPHNE	AL	36526

Place of Birth (City, State, Nation)	Phone Number	Email
TOPELO, MS USA	(251) 455-1010	DSHIPDOG@AOL.COM

List law violations for the past ten (10) years (whether or not there was a conviction) - use separate sheet if needed

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NONE				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

	If YES, Legal Business Name	Business DBA	City, Zip
YES	ARBORWAY, LLC	LUCKY IRISH PUB	
	NOSHIP, LLC	LUCKY IRISH PUB	
	BJDMAN, LLC	THE BLACKBIRD	

DEBRIS RESTAURANT, LLC DEBRIS

DBN, LLC BONE AND BARREL

NOSOA, LLC THE LITTLE WHISKEY

Information Verified as Correct (Initial) _____

FORM A

Name: David Shipman Account #

Business Name: 555 Dauphin, LLC dba Grace

Business Location and Tax ID No.: 555 Dauphin St. 80-3710537

[redacted]

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☑ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ Al.-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, David Shipman *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 9/1/22

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
[illegible]

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

11/13/2020

Mr. Shipman,

The ALEA Records and Identification Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only.. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Records and Identification Unit at 334-353-4340 if we maybe be of further assistance in this matter.

Sincerely,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

Response Info

xxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxx

SOU 42535[illegible]

TCN 1402017040

*ATN/TCN1402017040 *
*OPR:AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02305201 *
* CIVIL APPLICANT RESPONSE- REPORT DATE 11-14-2020 *
*NAME STATE ID NO FBI ID NO *
*SHIPMAN,DAVID MICHAEL AL02305201 *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M W 01 28 1968 608 250 GRN SDY MS *
[illegible]AL SECU *

*[illegible] *
* SHIPMAN,DAVID M *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
*02305201 * *
---
*LAST PAGE ON SID AL02305201 *
SEQ # 751 MRI # 16432099

CERTIFIED COPY
OF
[illegible]EA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   555 Dauphin, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Noell Broughton

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   53 N. Ann St. Mobile, AL, AL 36604

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-034-614 DLL

Date	08/13/2022
Time	11:21:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 8 / 13 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 21 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☒ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

8 / 13 / 2022
Date (MM/DD/YYYY)

Thomas B. Walsh
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

555 Dauphin, LLC

This name reservation is for the exclusive use of Thomas Walsh, P. O. Box 1562, MOBILE, AL 36633 for a period of one year beginning August 13, 2022 and expiring August 13, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 13, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES039951

ARTICLES OF ORGANIZATION

OF

555 DAUPHIN, LLC

an Alabama Limited Liability Company

August 13, 2022

WALSH LAW, LLC
1111 DAUPHIN STREET
MOBILE, ALABAMA 36604

ARTICLES OF ORGANIZATION
OF
555 Dauphin, LLC,
an Alabama Limited Liability Company

Pursuant to the Alabama Limited Liability Company Act (the "Act"), the undersigned hereby adopts the following Limited Liability Company articles of Organization.

ARTICLE I
NAME

The name of the limited liability company (the "Company") is "**555 Dauphin, LLC.**"

ARTICLE II
DURATION

The existence of the Company shall be perpetual.

ARTICLE III
PURPOSES

The Company is authorized and empowered to engage in any lawful business in which limited liability companies may engage under the Act.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The location and mailing address of the initial registered office of the Company is 53 N. Ann St., Mobile, AL 36604. The name of the initial registered agent for the Company at that address is Noell Broughton.

ARTICLE V
INITIAL MEMBERS

The name(s) and mailing address(es) of the initial member(s) of the Company are:

Noell Broughton
53 N. Ann St.
Mobile, AL 36604

David Shipman
53 N. Ann St..
Mobile, AL 36604

ARTICLE VI
ADMISSION OF ADDITIONAL MEMBERS

No person may be admitted as an additional member without the unanimous consent of the members in accordance with the Operating Agreement and the laws of the State of Alabama.

ARTICLE VII
CESSATION OF MEMBERSHIP

The cessation of membership of one or more members will not result in the dissolution of the Company under the following circumstances: Buyout.

ARTICLE VIII
ORGANIZER

The name and mailing address of the organizer of the Company are:

Thomas B. Walsh, Sr.
Walsh Law, LLC
1111 Dauphin Street
Mobile, Alabama 36604

ARTICLE IX
MANAGEMENT

The Company shall be managed by a manager or managers. The names and mailing addresses of the initial manager is:

Noell Broughton
53 N. Ann St.
Mobile, AL 36604

ARTICLE X
AMENDMENTS

Any amendment to these Articles of Organization shall require approval of all of the members.

ARTICLE XI
EXECUTION AND DATE

These Articles of Organization are executed by the organizer on 13th day of August, 2022.

THOMAS B. WALSH

This instrument prepared by:

Thomas B. Walsh, Sr., Esq.
Walsh Law, LLC
1111 Dauphin Street
Mobile, AL 36604

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-15-2022

Employer Identification Number:
88-3710537

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

555 DAUPHIN LLC
GRACE
% NOELL BROUGHTON MGR
53 N ANN ST
MOBILE, AL 36604

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3710537. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2023
Form 940	01/31/2024
Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2022

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

555 DAUPHIN LLC
555 DAUPHIN ST
MOBILE, AL 36602-2109

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011534564	10/3/2022	12/31/2022

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Harrington

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

Noel (251) 767-2133

Alcohol License Application
URBAN DEVELOPMENT ZONING APPROVAL

All boxes MUST be answered and are fillable

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type	
RESTAURANT	RESTAURANT RETAIL	
Legal Business Name	**Trade Name (DBA)**	
555 DAUPHIN, LLC	GRACE	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Type**
555 DAUPHIN ST.	2900 SQ. FT.	
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
MOBILE / AL / 36602		

Business Contact Person			
Name	**Title**	**Phone**	**Email**
NOEL BRIGHTEN	MEMBER	(251) 767-2133	NOELBRIGHTEN@YAHOO.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
N/A	N/A	✓	T5.1	✓
Comments				
BZDC-094024-2022 FOR RENOVATIONS				
Print Name	**Signature**	**Date**		
CALDWELL C. WHISTLER	C. Whistler	9.7.2022		

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY *(REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Company Name

The above described property is _____

Who has applied for an ***ALABAMA ALCOHOLIC BEVERAGE LICENSE*** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 9th day of September 2022

Notary Printed Name	Notary Signature	My Commission Expires
Karmin M Brunson	Karmin M Brunson	7/1/25

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
H. Wendell Quimby	Noel Brewton
Owner of Property (Signature)	**Applicant Name (Signature)**
Address	**Address**
P.O. Box 6673	53 N. Ann St.
City, State, Zip	**City, State, Zip**
Mobile AL 36660	Mobile AL 36604
Date Agreement Signed	**Date Agreement Signed**

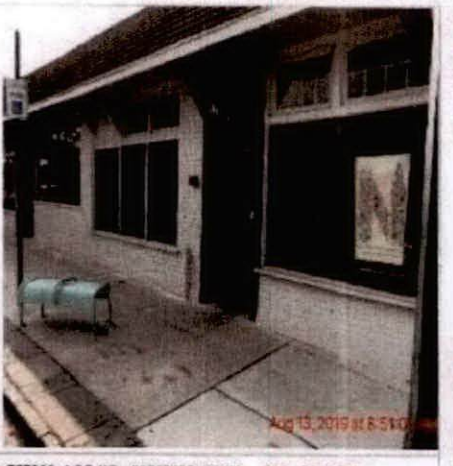
PROPERTY RECORD CARD - 2022

Print | Adv Print | Print ICS | Print PRC

Parcel 29 06 40 0 010 122.XXX
Land Use 52 - COMMERCIAL
Nbh LOWER DAUPHIN COMMERCIAL
Mun 14 **LF: 0% BF: 7%**
Assmt 3
Cycle/Dt 0 2/22/2021
Zoning/C
Terr 1

Current Owners:
QUIMBY H WENDELL

PO BOX 6673,
MOBILE, AL 36660
7459-1934
Last Modified: **02/22/2021**
Review: OPEN
SYSTEM



KEY: 757960 ACC NO - 00757960 CODE - INC - $225,000

Land Value	$68,700.00
CU Deactivated	$0.00
Bldg 1	$99,500.00
Bldg 2	$159,800.00
MI-2-1	$8,800.00
MI-2-2	$3,200.00
Total Appr. Value	$340,000.00
INC OVERRIDE	$225,000.00
Total Living Area:	7616 sqft

Property Address: Edit
DAUPHIN ST
AL

Documents(27)(4) Images(27) | **Land** Bldg 1 Bldg 2 MI-2
Sketches(2)

Supplement Re-Rollover **Land Computation** Edit Fixup Acc No **00757960** **Sort Code - A 772000**

CODE	CLS	LAND USE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT PRICE	DEPTH FACTOR	ACTUAL PRICE	INFLUENCE FACTOR	MARKET VALUE	CU UNIT PRICE	CU VALUE
SQFT MT/52 [COMMERCIAL]	3	52 COMMERCIAL		13736 SQ. FT		10			6 -50 50%	$68,700.00	-0	add

CALC ACREAGE: 0.315 **LEGAL ACREAGE:** 0.000 **TOTAL ACRES:** 0.315

Rollback/Homesite/Miscellaneous Edit Rollback Edit Homesites Edit Misc Items

Legal Description

SUB DIVISON1
SUB DIVISON2
MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY BLOCK:
PRIMARY LOT:
SECONDARY BLOCK:
SECONDARY LOT:

CONDO NAME:
CONDO BOOK: PAGE: Units:

METES AND BOUNDS: BEG SE COR DAUPHIN & WARREN STS TH ELY 125 FT(S) TH SLY 79 FT(S) TH WLY 12 FT(S) TH SLY 70 FT(S) TH WLY 54 FT TH NLY 70 FT TH WLY 55 FT TH NLY 79 FT(S) TO POB BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Sales Information New Sale

12/15/2016	$750,000 D 2	**BOOK:**7459 **PAGE:**1934	Land & Building	QUIMBY H WENDELL	OTHER FOR PROPERTY DESCRIPTION SEE INSTRUMENT REF :

LEASE AGREEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This agreement entered into this 1st day of August, 2022 by and between H. WENDELL QUIMBY, (hereinafter referred to as LANDLORD), and 555 Dauphin LLC, (hereinafter referred to as TENANT), concerning the following described property in Mobile County, Alabama, to-wit:

555 Dauphin Street, Mobile, Alabama

LANDLORD agrees and does hereby demise, lease and let unto TENANT, its successors and assigns, the above described real property together with the improvements thereon, on the following terms and conditions:

1. USE

The demised premises shall be used and occupied by TENANT as a restaurant and bar principally for the sale of food and beverages and other items generally sold by a restaurant and bar, catering of special events, (i.e. wedding receptions, etc), on or off the premises and for such other purposes as may be, from time to time, customarily conducted by TENANT in its business (including without limitation the sale of clothing and or other promotional merchandising). Additionally, TENANT shall be permitted to offer its customers live music within the demised premises provided, however, that TENANT comply with all local noise ordinances.

2. TERM

The initial term of this lease shall be three (3) years commencing at 12:01 a.m. on the 1st day of August, 2022, and shall end at midnight on the 31st day of July, 2025, unless renewed or extended. LANDLORD covenants to keep TENANT in quiet and peaceable possession of the demised premises during said term (including any extensions thereof), provided that TENANT shall at all times fully and promptly comply with, all and singular, the provisions of this lease to be performed by TENANT.

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5529
Business Name	555 DAUPHIN LLC
Company DBA	GRACE
Business Address	555 DAUPHIN STREET 36602
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	09.20.2022
Agenda Meeting Date	10.04.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

Alcohol License Application

CERTIFICATION and SIGNATURE

If any false information is given and/or omitted on this application, the application will be voided and taken under advisement by the City of Mobile City Council

By signing this application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or lawfully present in the US. In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this alcohol license application is approved by the City of Mobile City Council and a business license issued by the City of Mobile Revenue Department

Owner/Applicant Printed Name	Date
Noel Broughton	9.1.22
Owner/Applicant Signature	**Title**
	MEMBER
Receiving Revenue Employee Signature	**Received Date**
Shawn Skinner	09.13.2022

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 2:46 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Saturdays at the Coop 1 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5533

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.19.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 09.15.2022
LOCATION WILL BE BARRICADED
TO CONTROL ENTRANCE AND
EXIT. NO ALCOHOLIC
BEVERAGES ALLOWED TO
LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Comments:
EVENT DATE 09.15.2022
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Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: September 23, 2022

Re: Alcoholic Beverage License Application No. 5533
Lit Cigar Lounge LLC
D/B/A: Saturdays at the Coop
1 Government St
Mobile, AL 36602
Larry Scott, Member
Leanna Scott, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant. This is a new application for a recurring special event that will be named Saturdays at the Coop. According to Shawn Skinner of the Revenue Department, this will be a license we will see every month because it is required that we review the applications for events that will be recurring monthly. This specific application is for the event set in the month of October.

Lit Cigar Lounge is the business hosting the special event and the City of Mobile Revenue Department has advised all taxes have been reported and paid and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised the business is currently in good standing.

It is my recommendation that the application be:

_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

SEP 29 2022

CHIEF OF POLICE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

AGENDA DATE: 10.04.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5533

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

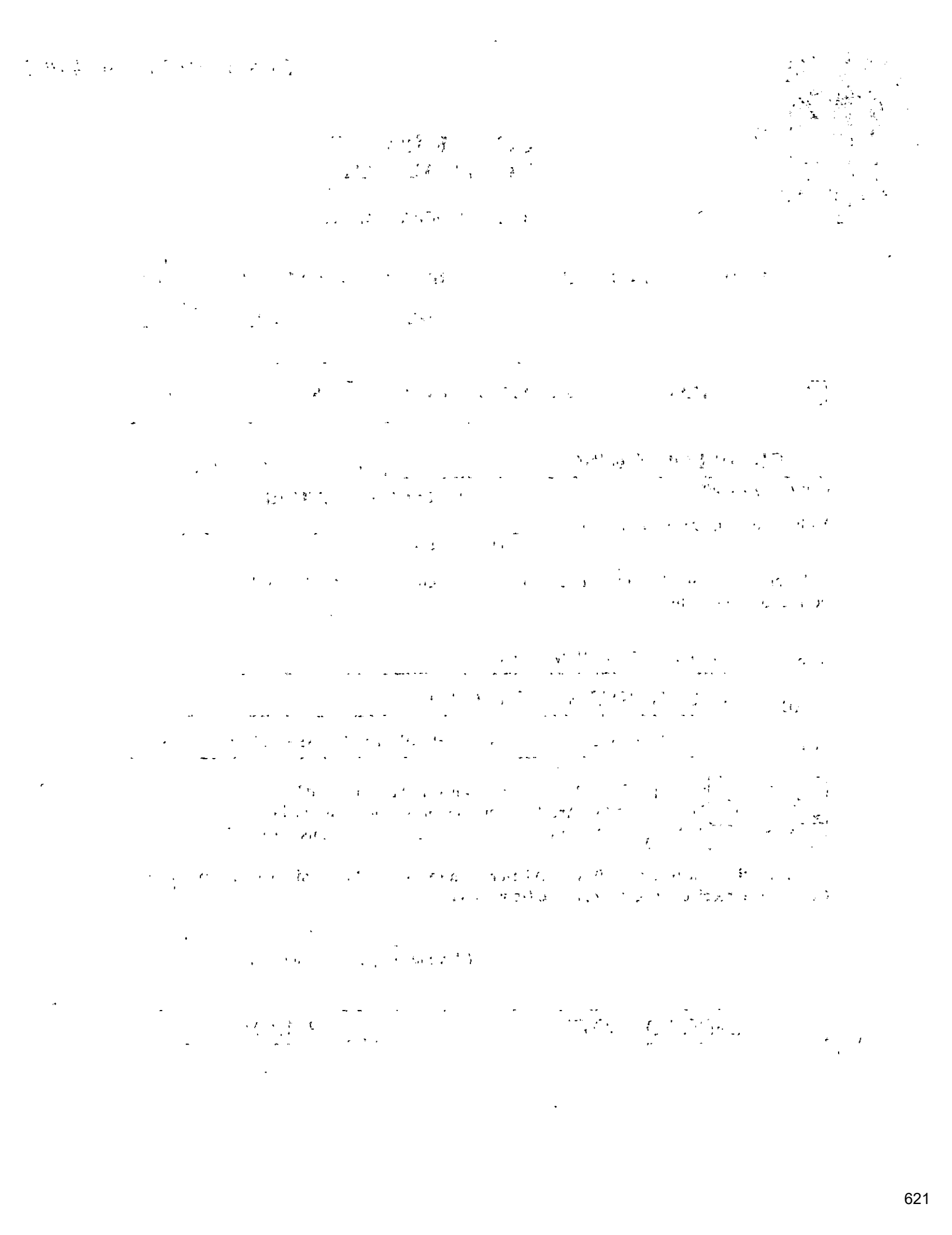
LOCATED AT: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316



BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 19, 2022**

Re: **Application # 5533 / 1 Government St.**

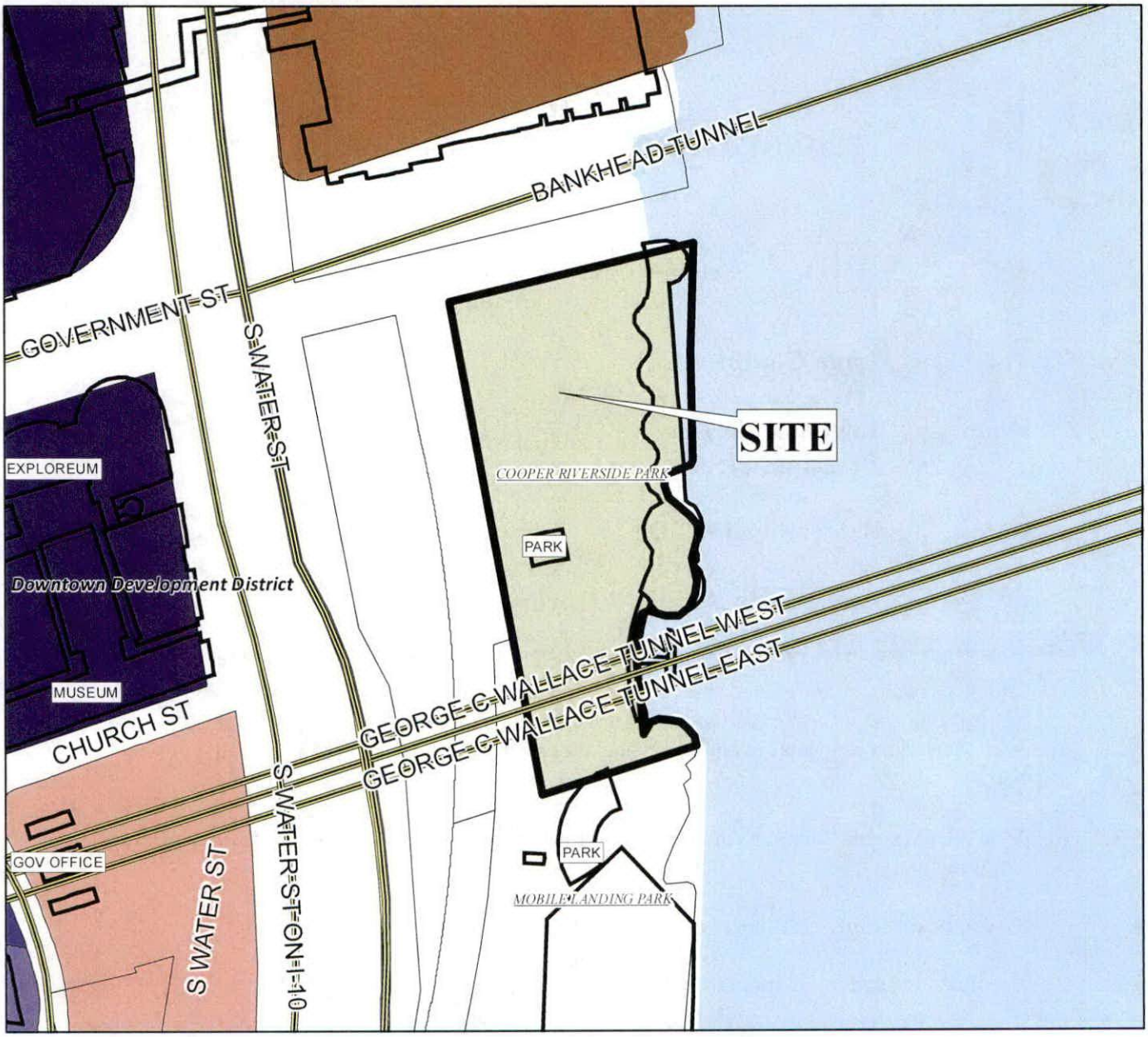
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned Open as a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

As a government function of the City of Mobile, the site is exempt from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5533 DATE OCTOBER 4, 2022

APPLICANT LIT CIGAR LOUNGE INC

LOCATION 1 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

AGENDA DATE: 10.04.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5533

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

LOCATED AT: 101 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.19.2022
Application No: 5533

Type License: *140 - SPECIAL EVENTS RETAIL*

Type License: *N/A*

Name of Applicant(s) *LIT CIGAR LOUNGE INC*

Ownership: *CORPORATION*

Name and address of individual, partners, and members, association, corporate officers, etc...

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name *SATURDAYS AT THE COOP - SATURDAY OCTOBER 15 2022 EVENT*

Location 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [initials]

INFORMATION SHEET

Contact Person: Lacy Scott Phone #: 251-401-8316

Business Name: Lit Cigar Lounge, Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 258 Dauphin St. Mobile, 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LR 7536 pg 954 Mobile County Mobile ;
(Enter book and page or document info)

Date 7/27/2017
(Incorporation or Authority)

Is business equipped with table & chairs? YES Building seating capacity: 600

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? — If yes explain:

Square Feet of building —

For a SPECIAL EVENT, list dates: from _____ to _____. See Attached
Type of Event Saturdays at the Coop.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social ___; Patriotic ___; Political ___; Athletic ___.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ___
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

JUN 22 2018
CITY OF MOBILE

Cooper Riverside Park

1.15.22

2.12.22

3.12.22

5.14.22

6.11.22

7.9.22 (beer and wine only)

8.13.22

9.10.22

10.15.22

11.12.22

12.10.22

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Tiger Lover, Inc.

Note: Your Corporation or LLC's Name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) D.R.J. Olonda Scott II

Social Security _____ Race: B Sex: (✓) M ( ) F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) President

Date of Birth 2 / 13 / 72

Place of Birth Tarrant AL US

County *State* *Nation*

Present Address: _____ 407

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home# _____ Cell# 251 401 2316

Full Name (*First, Middle, Last*) Lamar Price Sco.

Social Security _____ Race: B Sex: ( ) M (✓) F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) V. Pres

Date of Birth 7 / 12 / 71

Place of Birth Mobile AL US

County *State* *Nation*

Present Address: _____ 5

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 Home# _____ Cell# 251 422 9199

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*).

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

Signature & Title Date:

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor:
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St. Mobile, AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7536 Pg:954
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereto certify this instrument
was filed on 1/27/2017 01:57:21 PM
Don Davis - Probate Judge

Deed Tax:	
Mortgage Tax:	$.00
Mineral Tax:	$.00
Tax Tax:	$.00
Judge Fee:	$.00
C.M. Fee:	$.00
Surcharge Fee:	$2.00
Recording Fee:	$.00
TOTAL:	$81.00
	$83.00

2017042324
Bk:LR7536
Pg:954

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. In any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this the 27th day of July 2017.

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as Incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40 0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of FEBRUARY, 20 22.

R Shawn Skinner
Notary Public

W Stephenson 2/9/22
Property Owner Date

November 19 2025
My Commission Expires

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

To Whom It May Concern –

The City of Mobile: Parks and Recreation Department will be hosting an event: Saturdays at the Coop on 10.15.22. The event will begin at 7:00pm and end at 10:00pm.

Saturdays at the Coop event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 10.15.22.

If you have any questions, please feel free to reach out.
Thank you.

Kati Wigfield

Kati Wigfield

City of Mobile
Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation
Cooper Riverside Park

Facility: **Cooper Riverside Park – 1 Government Street, Mobile, AL 36602**

Applicant: **Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Saturdays at the Coop**

Equipment Needed:

Reservation Date
From: 10.15.22 at 7:00pm To: 10.15.22 at 10:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

4/20/22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	2 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	4 Cases
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	3 Cases

Purpose and Scope of Project:

Declare Weeds noxious, Group 1634

Effective Date of Contract:

10/4/2022

Funding Source

Project # Weed Lien Group 1634 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare Weeds noxious, Group 1634	Backup Material	9/28/2022
resolution	Cover Memo	9/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			9/29/2022 - 1:59

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **September 29, 2022**

SUBJECT: WEED LIEN GROUP **1634**

Attached, please find Assessment Lists for Weed Lien Group Number **1634** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/4/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/8/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 10/6/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 10/20/2022

LEGAL NOTICE ADS: 10/26/2022-11/2/2022

POSTING DATE: 11/1/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1634	Res. No.
10/4/2022	LOTS TO BE DECLARED	58-
11/8/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1202 Bernice Hudson Dr	28741	21533		3	
2	1512 Dominick St	28302	21534		2	
3	902 Gulf Terra Dr W	29239	21535		3	
4	711 Euclid Ave	29295	21536		5	
5	1051 Choctaw St	29262	21537		3	
6	2558 Hillcrest Rd	29482	21538		6	
7	0 Schwarz St/James Finley Dr	26950	21552		1	
	Par. No. (29 07 42 0 001 544.XXX)					
8	1159 Rotterdam St	28816	21539		2	
9	4044 Marchfield Dr N	29326	21540		4	
10	515 Wisconsin Ave	28707	21541		2	
11	0 University Blvd N	21280	21542		7	
	Par. No. (28 02 10 1 003 028.005)					
12	0 Wealthy/Wellington St	19649	21542		7	
	Par. No. (29 02 44 0 008 416.XXX)					
13	0 Cody Rd	18800	21544		7	
	Par. No. (28 04 18 1 002 068.XXX)					
14	5327 Halls Mill Rd	11850	21545		4	
15	4060 Moffett Rd	28203	21546		1	
16	0 Cassidy St	19834	21547		2	
	Par. No. (29 02 44 0 030 350.XXX)					
17	3607 Heritage Dr N	28997	21548		5	
18	624 Mohawk St	28990	21549		5	
19	730 Bankhead Place A	19337	21550		5	
20	808 Baltimore St	21523	21551		3	
				$ -		

District total for this group		Numbers of lots cut	
1	2	1	
2	4	2	
3	5	3	
4	2	4	
5	4	5	
6	0	6	
7	3	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Larry Lam 9/28/22
Marchetti Date 9-28-22

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1634** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **8th day of November 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:55 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **30th** day of **August, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **30th** day of **August 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1632** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-728 **2022**

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **30th** day of **August**, **2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **30th** day of **August 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1632** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted: AUG 30 2022

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **August 25, 2022**

SUBJECT: WEED LIEN GROUP **1632**

Attached, please find Assessment Lists for Weed Lien Group Number **1632** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/30/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/4/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 9/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 9/15/2022

LEGAL NOTICE ADS: 9/21/2022-9/28/2022

POSTING DATE: 9/27/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1632	Res. No.
8/30/2022	LOTS TO BE DECLARED	58-
10/4/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	505 Yazoo St	28217	20882		7	
2	557 Roslyn Dr W	28060	20883		7	
3	6208 Lampwood Ct	27265	20885		6	
4	3817 Lansdowne Cir W	27771	20886		4	
5	5375 U. S. Highway 90 W	28247	20887		4	
6	6504 Gaslight Ln S	9699	20889		6	
7	1162 Ginger Dr	27713	20890		4	
8	181 Sunset Dr E	10309	20891		5	
9	710 Louise Dr	280345	20892		5	
10	7138 11th St	28352	20893		7	
11	2853 Pleasant Valley Rd	28403	20894		4	
12	765 Kentucky St	27536	20895		3	
13	7103 10th St	18918	20896		7	
14	701 Montclair Way	28747	20897		5	
15	1057 Sutton Ave	28465	20898		3	
16	858 Charles St	28317	20899		3	
17	512 Maybrick Rd E	27884	20900		7	
18	1004 McNeil Ave	28607	20903		6	
19	951 McCay Ave	20226	20904		6	
20	4064 Sallie Ct	28719	20905		5	
				$ -		

District total for this group		Numbers of lots cut	
1	0	1	
2	0	2	
3	3	3	
4	4	4	
5	4	5	
6	4	6	
7	5	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Tony Parker 8/25/22
Marchetta Waite 8-25-22

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

Authorize agreement with Telepak Networks Inc.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/26/2022 - 4:43 PM
Capital	Rhodes, Brenda	Approved	9/27/2022 - 10:09 AM
Legal	Kern, Chris	Approved	9/27/2022 - 11:23 AM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:03 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Telepak Networks Inc. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Telepak Networks, Inc.
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Telepak Networks, Inc., hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

6. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this _____ day of _____, 20____.

WITNESS:

Monica Nargassans

Telepak Networks, Inc.
(Legal Name of Utility)

BY: _____
(Signature)

Mark Rigney
(Type or Printed Name)

SVP Engineering & Development
(Type or Printed Title)

1018 Highland Colony Parkway
(Address)

Ridgeland, MS 39157
(Address)

769-230-5184
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the appointment Ellis Foster, Jr. to the Mobile Housing Authority

Amount of Contract:
n/a

Effective Date of Contract:
10/11/2022

Funding Source

Project # Resolution for Appointment to the Mobile Housing Authority - Ellis Foster

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Appointment to the Mobile Housing Authority - Ellis Foster	Resolution Letter	9/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/29/2022 - 2:06 PM
Legal	Kern, Chris	Approved	9/29/2022 - 2:26 PM

Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:27 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Ellis Foster, Jr. to the Mobile Housing Authority, for a term effective September 20, 2022 through September 30, 2027 and is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D011\P004\00072340.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trane US Inc for air conditioning unit at Springhill Rec Center.

CIP.

Amount of Contract:

$66,816.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220926 Trane Agenda Package POs	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15179	2022	(3035) FACILITY MAINTENANCE	TRANE AIR CONDITIONING CONDENSING AND AIR HANDLING UNITS FOR SPRINGHILL REC CENTER (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$66,816.00	(293908) TRANE US INC

Adopted:

_____

City Clerk

Bill To	Requisition 00015179-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
TRANE US INC 124 EAST I-65 SERVICE RD MOBILE, AL 36607 Tel#251-295-1509 Fax 251-665-2920	MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference MYRA JACKSON Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/22	293908	09/22/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER #OMNIA 15-JLP-023 COOPERATIVE PURCHASING AGREEMENT.			
001	HVAC EQUIP, ACC AND SUP NOC (1) TRANE AIR HANDLING UNIT PERFORMANCE CLIMATE CHANGER (UCCA) MODEL #UCCAH30 200-208/60/3 INDOOR UNIT; (2) TRANE CONDENSING UNITS CU-1A, CU-1B 25 TON UNITARY SPLIT SYSTEMS OUTDOOR MODEL #TTA30043CAB AE00 R-410A REFRIGERANT 208-230/60/3 Vendor Item	1.00 EACH	66816.00000	66816.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0752 .CAPEQUIPMT. .			66816.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
MYRA JACKSON

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Bill To	Requisition 00015179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TRANE US INC	MECHANICAL SYSTEMS
124 EAST I-65 SERVICE RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36607	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-295-1509	Delivery Reference
Fax 251-665-2920	MYRA JACKSON
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/22	293908	09/22/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			66816.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0752	.CAPEQUIPMT.	.	66816.00	3184.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	66816.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/22/22	BRENDA RHODES	
Approved	09/22/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/22/22	RELYA MALLORY	Auto approved by: 910511034
Approved	09/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/26/22	DONALD ROSE	Approved by: 9105fola
Approved	09/26/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/26/22	KAREN NAMAN	Auto approved by: 910516727
Approved	09/26/22	JOHN PAINE	Auto approved by: 910516727
Approved	09/26/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Trane

Building Solutions

Overview

Contract Documentation

Solutions for Education

Energy Services

HVAC Equipment & Parts

Building Services

Sustainability

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION

Introducing Synexis—born to fight airborne and on surface microbes. Learn how Trane can help with your IAQ!

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

Racine County, WI

Contract Number: 3341

September 1, 2022 through August 31, 2027

Option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and

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Accept Decline

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to IFB

Solicitation Process

- Original IFB Document
- IFB Addendum 1
- IFB Clarification 1
- Proof of Publication
- IFB Request List
- Historically Underutilized Business Outreach
- IFB Opening Documents

HVAC Products, Installation, Services and Related Products and Services

Harford County Public Schools, MD

Contract Number: 15-JLP-023

3-year initial term, October 1, 2015, through September 30, 2018
Option to renew for (2) additional (2) year periods

The contract is renewed for two (2) years, effective October 1, 2018, through September 30, 2020
The contract is renewed for two (2) years, effective October 1, 2020, through September 30, 2022
RENEWED THROUGH March 31, 2023

Executive Summary

- Uniform Guidance
- NJ LFN Packet

Contract Documents

- Trane Contract 15-JLP-023
- Trane Contract 15-JLP-023 Amendment - Bonds
- Parts Pricing
- Harford County Public Schools Contact Information
- Pricing Clarification
- Contract Renewal 1
- Contract Renewal 2
- Contract Extension

RFP Documents

- RFP 15-JLP-023
- RFP 15-JLP-023 Addendum 1
- RFP 15-JLP-023 Addendum 2
- RFP 15-JLP-023 Addendum 3
- RFP 15-JLP-023 Postings

Response Evaluation

- AZ Compliance

Energy Savings Performance Contracting Services

Port of Portland, OR

Contract Number: 1153

6-year initial term, December 1, 2017 - December 3, 2023
Option to renew for (1) additional (5) year period

Executive Summary

- Uniform Guidance

Contract Documents

- Trane Contract 1153
- Contract Amendment

RFP Documents

- RFP 2017-7473
- Schedule 1 Pricing Scenario
- Schedule 2 Pricing Scenario
- RFP 2017-7473 Addendum 1
- RFP 2017-7473 Addendum 2
- RFP 2017-7473 Addendum 3
- RFP 2017-7473 Postings

AZ Compliance

- AZ Compliance

Contact Information

Email: TraneCOOP@tranetechnologies.com
Phone: 832-551-7999
Fax: 972-243-1398

SUPPLIER WEBSITE

OMNIA PARTNERS

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

Contracts | Solicitations | About Us | Who We Serve | Resources | Contact Us | Careers

Privacy Policy | Terms of Use

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022

This contract renewal is made and entered into this 19th day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Bobbie Wilkerson
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 8/19/2019

TRANE

By: Alan L Fullerton
Signature

Name: Alan L. Fullerton

Title: Vice President - Sales

Date: 8/15/19

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

Barbara P. Canavan, Superintendent of Schools

Board of Education of Harford County – Board President

Signature

TRANE
Company Name

Authorized Contractor Signature

800 Beaty St.
Address

Contractor Witness

DAVIDSON, N.C. 28036
Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and

TRANE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 29th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and TRANE, U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:

a. The price proposal set forth in the final RFP response and all related Amendments

E. Invoicing. Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. Insurance. Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____ 9/22/16
Superintendent of Schools **Date**

by _____ 9/21/16
Board of Education President **Date**

by _____ 9/27/16
Supervisor of Purchasing **Date**

SUPPLIER:

by _____ 8-13-15
General Manager **Date**
Greg Spencer

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for 8 Dodge Durango Pursuit patrol vehicles for MPD.
General fund.

Amount of Contract:

$345,298.88

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220928 Stivers Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12156	2022	(F7000) MOTOR POOL	8 DODGE DURANGO PURSUIT PATROL VEHICLES FOR MPD (AL STATE CONTRACT)	$345,298.88	(298035) STIVERS CHRYSLER DODGE JEEP RAM

Adopted:

_____
City Clerk

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-191L MA#2200000003243-5 LINE 5			
	AS PER STATE OF ALABAMA CONTRACT T-191L, MA#220000003243-5 LINE 5			
001	POLICE PATROL VEHICLE AS SPECIFIED: 2022 DODGE DURANGO PURSUIT SUV WHITE IN COLOR, 5.7 LITER HEMI V-8 ENGINE WITH FUEL SAVER TECHNOLOGY	8.00 EACH	39627.36000	317018.88
	Additional Description Notes			
	2022 DODGE DURANGO PURSUIT SUV			
	ERB 5.7 LITER HEMI V-8 ENGINE			
	DFT 8 SPEED TRANSMISSION			
	ALL WHEEL DRIVE			
	PW7 WHITE KNUCKLE CLEAR COAT			
	MT8 DELETE LIFTGATE BADGE			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			317018.88

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	PW7 WHITE KNUCKLE CLEAR	8.00 EACH	0.00000	0.00
	Additional Description Notes --- WHITE KNUCKLE CLEAR FOR 2023 DODGE DURANGO			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To			

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
003	ENGINE/TRANSMISSION AS SPECIFIED: 5.7L V8 HEMI MDS VVT ENGINE FOR 2023 DODGE DURANGO. 8SPEED AUTO 8HP70 TRANS Additional Description Notes --- ENGINE/TRANSMISSION AS SPECIFIED: 5.7L V8 HEMI MDS VVT ENGINE FOR 2023 DODGE DURANGO. 8SPEED AUTO 8HP70 TRANS	8.00 EACH	0.00000	0.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
004	DELIVERY CHARGE $1.50 PER MILE	8.00 EACH	300.00000	2400.00

Additional Description Notes

DELIVERY CHARGE AS SPECIFIED FOR:
2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 2400.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

005	ADL SKID PLATE GROUP	8.00 EACH	330.00000	2640.00

Additional Description Notes

ADDITIONAL OPTIONS AS SPECIFIED:
SKID PLATE GROUP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			2640.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

006	LNA BLACK RIGHT LED SPOT LAMP	8.00 EACH	580.00000	4640.00

Additional Description Notes

ADDITIONAL OPTIONS AS SPECIFIED:
BLACK RIGHT LED SPOT LAMP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			4640.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
007	LNF BLACK LEFT LED SPOT LAMP	8.00 EACH	610.00000	4880.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: BLACK LEFT LED SPOT LAMP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			4880.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 7

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
008	MT8 DELETE LIFTGATE BADGE	8.00 EACH	0.00000	0.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: DELETE LIFTGATE BADGE FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
009	XCS FOUR ADDITIONAL KEY FOBS	8.00 EACH	115.00000	920.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: FOUR ADDITIONAL KEY FOBS FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			920.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 9

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
010	XPW FRONT & REAR WIRE HARNESS	8.00 EACH	1600.00000	12800.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: FRONT & REAR WIRE HARNESS FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			12800.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 345298.88

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E MP01530	.VEHICLEEXP.	.	345298.88	1112233.34

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	345298.88	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	07/05/22	CHARLES SUMRALL	PD, will ID the replacement un
Approved	09/28/22	CHARLES SUMRALL	
Approved	07/12/22	KINA ANDREWS	

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/12/22	JAMES DELAPP		Auto approved by: 910515803	
	Approved	09/28/22	KINA ANDREWS		Auto approved by: 910520042	
	Approved	09/28/22	JAMES DELAPP		Auto approved by: 910520042	
	Approved	09/28/22	MARC VASSALLO		Replacement vehicles requiring	
	Rejected	09/26/22	JOHN PAINE		WILL NOT ALLOW ME TO CORRECT O	
	Approved	09/28/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/28/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/28/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/28/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	09/28/22	JOHN PAINE			
	Approved	09/28/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Dodge/Ram Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Chrysler Dodge Jeep Ram

Contract Code
MA220000003243

Linked Solicitation
Dodge/RAM Law Enforcement T191L

Sourcing Number
SRC0000009131

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Butch	Adkins	butchadkins57@aol.com	3344910701

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
8/15/2022

End Date
8/15/2023

Documents

- Updated Dodge-RAM_L E lines _T191L 8-15-22.pdf
- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM

- Dodge Law Enforcement Order Bank Dates.pdf

Item Name	Product Code		UOM
Dodge Charger PPV 3.6 AWD	220000003243-1	33,436.06	Each
Dodge Charger PPV 5.7 RWD	220000003243-2	33,872.38	Each
Dodge Durango PPV 3.6L	220000003243-4	37,195.28	Each
Dodge Durango PPV 5.7L Hemi	220000003243-5	39,627.36	Each
Ram 1500 SSV	220000003243-6	35,242.34	Each
Optional Equipment	220000003243-7	0.00	USD
Delivery	220000003243-8	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Truck Equipment Sales Inc for one Versalift digger derrick truck body on Freightliner chassis with Cummins engine.
General fund.

Amount of Contract:

$297,819.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220928 Truck Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14679	2022	(F7000) MOTOR POOL	DIGGER-DERRICK TRUCK FOR TRAFFIC ENGINEEERING (SEALED BID 5723)	$297,819.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DIGGER DERRICK AS SPECIFIED: 2022 OR NEWER CAB & CHASSIS W/DIGGER DERRICK BODY. VENDOR TO PROVIDE DIGGER/DERICK TRUCK ON A 2022 OR NEWER FREIGHTLINERM2 CHASSIS WITH CUMMINS ENGINE WITH A VERSALIFT DIGGER/DERRICK MODEL TMD2047B. UNIT TO BE DELIVERED WITHIN 365 DAYS FROM ISSUANCE OF PURCHASE ORDER. AS PER MY BID 35723 AND YOUR QUOTE	1.00 EACH	297819.00000	297819.00

Additional Description Notes

2022 OR NEWER CAB AND CHASSIS W/DIGGER DERRICK BODY. REQUESTED BY 2060 - TRAFFIC ENGINEERING.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 297819.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 297819.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	297819.00	200415.40

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	297819.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/19/22	JOHN PAINE	GL Allocation changed
Approved	09/07/22	CHARLES SUMRALL	Spec were review by all partie
Approved	09/22/22	CHARLES SUMRALL	
Approved	09/07/22	KINA ANDREWS	Auto approved by: 910518527
Approved	09/07/22	JAMES DELAPP	
Approved	09/07/22	MARC VASSALLO	Auto approved by: 910518527
Approved	09/28/22	KINA ANDREWS	Auto approved by: 910520042
Approved	09/28/22	JAMES DELAPP	Auto approved by: 910520042
Approved	09/28/22	MARC VASSALLO	
Approved	09/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/28/22	DONALD ROSE	Auto approved by: 9105paij
Approved	09/28/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/28/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	09/28/22	JOHN PAINE	
Approved	09/28/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/19/2022	5723	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, September 8, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**DIGGER DERRICK POLE SETTING DEVICE MOUNTED ON 4 X 2 CHASSIS**					
	Digger Derrick Pole Setting Mounted on 2022 or Newer, 4 x 2 or Equal Chassis as per the following and attached specifications.					
	Digger Derrick Make _____ Model _____					
	Chassis Make _____ Model _____					
	Year _____ GVW _____					
	Provide Literature and Specification on product bid.					
	Upon award the City will purchase a minimum of (1) one Digger Derrick Pole Setting Device on a 4 x 2 Chassis.					
	Business License Required – See Instructions #14.					
	Vendor shall include in his price a minimum training of 1 day (8 hours) in the operation of aerial device and a minimum training of 1 day (8 hours) in the service and maintenance of aerial device.					
	Include certificate of origin or certificate of title as appropriate in your bid price.					
	Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing shall be good for a (3) three-month period from date of award.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Digger Derrick

	YES	NO	COMMENTS
BASED ON 40" CHASSIS FRAME HEIGHT.	_____	_____	_____
1. Boom assembly consists of the lower boom, intermediate boom, upper boom, and extension system. The lower boom is constructed of high strength steel forming a 9.75" x 12.75" rectangular section. The intermediate boom is constructed of high strength steel forming an 8" x 10.13" rectangular section. The upper boom is constructed of high strength, filament wound, epoxy resin, fiberglass with a 7" x 9" rectangular section and incorporates a fiberglass tip. The extension system includes two double-acting hydraulic cylinders. Each cylinder incorporates dual counterbalance holding valves.	_____	_____	_____
2. Boom lift cylinders are or dual double-acting cylinders equipped with dual counterbalance holding valves and self-aligning spherical bearing. Each cylinder is capable of fully supporting the rated lifting capacity of the derrick.	_____	_____	_____
3. Turntable is constructed from 5/8" plate wings and a 1.5" thick base plate. The base plate is machined flat to support the rotation bearing.	_____	_____	_____
4. Rotation drive consists of a hydraulically driven worm and spur gear acting on a shear ball rotation bearing. The gearbox incorporates a load sense feature to measure the side loads applied to the boom.	_____	_____	_____
5. 15,000 lb. maximum capacity turntable winch consists of a worm gearbox, hydraulic motor, holding valve, and drum. At 40 GPM flow, the winch provides an average line speed of 35 fpm.	_____	_____	_____
6. Max Platform Capacity 25,000 lb	_____	_____	_____
7. Capacity at 10' radius 11,800 lb	_____	_____	_____

Horizontal Reach:

1. First Section 19' 10" _____ _____ _____
2. Second Section 28' 10" _____ _____ _____
3. Third Section 37" 10" _____ _____ _____

Sheave Height:

1. First section 30" 5" _____ _____ _____
2. Second Height 39' 4" _____ _____ _____
3. Third Section 48' 1" _____ _____ _____

Load Radius

1. First Section 4'1" _____ _____ _____
2. Second Section 5' 7" _____ _____ _____
3. Third Section 7' 2" _____ _____ _____

Dig Radius

1. First Section 17' 4" _____ _____ _____
2. Second Section 26' 4" _____ _____ _____
3. Hydraulic overload protection is purely hydraulic and uses no electronics or electrical components. The system senses the boom lift cylinder pressure and side loads at the rotation gearbox. When an overload condition is detected, the system disables the following:
   Digger dig, winch raise, boom lower, upper boom extend, and intermediate boom extend. _____ _____ _____
4. Transferable pole guide can be pinned to either the inner boom tip or the intermediate boom. The pole guides include hydraulic tilt and hydraulic operation of the pole claws. Holding valves are included to lock both cylinders in position. _____ _____ _____

5. Pole guide interlock prevents inner boom from extending unless either of the following conditions is satisfied:
   The pole guide tilt is fully raised.
   Or the pole guide is properly pinned to the upper boom.

6. Continuous rotation is continuous and unrestricted in either direction.

7. Pins, bearings, and lubrication - The main pivot and cylinder joints use high strength hard chrome plated steel pins with fiberglass reinforced Teflon non-lube bearings.

8. Open center hydraulic system uses a tandem gear pump system which supplies a combined 40 GPM for the digger and winch circuits and 15 GPM for the boom functions.

9. 50-gallon bulkhead mount reservoir includes cleanout, 10 microns return filter that can be replaced without draining the reservoir, dipstick, 100 mesh (149 micron) suction screen, gate valve, and magnetic drain plug.

10. Fiberglass insulation is certified for 46kV and below in accordance with ANSI A10.31 dielectric rating requirements.

11. 52 in. tall pedestal is a fabricated steel structure incorporating a 1.5" thick top plate which is machined flat to support the rotation bearing.

12. Sub-frame is full length and constructed of 6 x 6 square tubing and 5/16" plate.

13. Main outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 158" of spread and 7.9" of penetration based on a 40" frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate

operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 10 degrees each way.

14. Auxiliary A-frame outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 151" of spread and 6.1" of penetration based on a 40" frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 10 degrees each way.

15. Outrigger boom interlock system is designed to prevent the boom from operating until the outriggers contact the ground. It also prevents the outriggers from being retracted before the boom is properly stowed.

16. Outrigger motion alarm will sound while the outriggers are in motion.

17. Riding seat controls with T handle consists of a turntable mounted deck, seat, access ladder, and control console. Includes full pressure, full flow hydraulic controls with a single handle joystick for boom raise lower, rotate, and intermediate boom extend-retract. Additional hydraulic valve levers are included to control winch, dig, upper boom extend, pole guide tilt, and pole claw open-close.

18. Digger assembly consists of the digger hanger (which is automatically transferred from the lower boom to the intermediate boom when the auger is unstowed) and the auger stow bracket includes an over-stow protection valve.

19. Winch line is 1" diameter x 100 ft. Stable Braid

20. 7-ton rated swivel hook

21. Digger drive is two speed 12,000/3,000 ft-lb. with 2-5/8 in. hex

22. 72 in. Kelly Bar (auger extension) for 2-5/8 hex drive to 2-5/8 auger

23. Auger - 18 in. and 42 in. auger with Rock Ripper Head.

24. Auger stow sling with 7/8" diameter synthetic rope.

25. Digger/winch pressure gage on the control panel senses the pressure generated while using the digger and winch.

26. Boom load indicator gauge on the control panel senses the pressure generated in lower boom cylinders as a percentage of maximum.

27. Custom load capacity chart.

28. Winch line is 1" diameter x 100 ft. Stable Braid

29. 7-ton rated swivel hook

30. Digger drive is two speed 12,000/3,000 ft-lb. with 2-5/8 in. hex

31. 72 in. Kelly Bar (auger extension) for 2-5/8 hex drive to 2-5/8 auger

32. Auger - 18 in. and 42 in. auger with Rock Ripper Head.

33. Auger stow sling with 7/8" diameter synthetic rope.

34. Digger/winch pressure gage on the control panel senses the pressure generated while using the digger and winch.

35. Boom load indicator gauge on the control panel senses the pressure generated in lower boom cylinders as a percentage of maximum.

36. Custom load capacity chart. _____ _____ _____

37. Safety Manual are included with each aerial lift. _____ _____ _____

Line Body to the following specifications:

1. Transverse storage compartment accessible from either side of the truck with slide out drawers and hanging hooks. _____ _____ _____

2. Two (2) under body mounted 20" x 20" x 4" outrigger pad holder's on each side of truck, capable of holding two pads each. _____ _____ _____

3. Hot stick: 156 in. long with wood lined shelf and rear dropdown access door. _____ _____ _____

4. Tail shelf: 30 in. tread plate tail shelf. _____ _____ _____

5. Rear lighting: 9-lamp light bar installed at rear of tail shelf and rubber mounted recessed rear lighting kit with LED lights. _____ _____ _____

6. Wheel chock storage: - One (1) each side built into wheel wells. _____ _____ _____

Installation to include the following:

1. Install and powder coat line body to match cab and chassis. No-skid treadplate on the floor, black. _____ _____ _____
2. Install back up alarm, park brake interlock and slope indicators. _____ _____ _____
3. Install quick disconnects with dust caps at the ground tool power. _____ _____ _____
4. Relocate glad hands to the rear of the body for airbrake lines. _____ _____ _____
5. Install 3-point grounding system.
6. Install a ground reel with 50' of 1/0 black cable. _____ _____ _____

7. hydraulic hose reel with 50' of non-conductive hose at rear of truck compatible with tools. _____ _____ _____

8. Install two (2) amber strobe lights off of the lower boom rest. _____ _____ _____

9. Install amber and white LED strobing flashers in the front of the truck and rear of the truck to operate independently from other lights normally included with truck. _____ _____ _____

10. Install a BP100A 15-ton pintle hitch, two (2) safety "D" rings, 6 prong and 7 prong trailer receptacles suitable for pulling a trailer using electric brakes. _____ _____ _____

11. Install ICC rear bumper. _____ _____ _____

12. Install start/stop switch at the rear of the body. _____ _____ _____

13. Install a single pole rack with ratchet tie down straps. _____ _____ _____

14. Include hydraulic impact gun w/ 3/4" anvil compatible with truck tool circuit and quick connects. _____ _____ _____

15. Include hydraulic pole tamper compatible with truck tool circuit and quick connects. _____ _____ _____

16. Install mud flaps, electronic brake controller _____ _____ _____

17. Furnish fire extinguisher and a 3-piece triangle reflector kit _____ _____ _____

18. Furnish four (4) wooden outrigger pads and two (2) rubber wheel chocks _____ _____ _____

19. Test ride completed unit for 1 hour _____ _____ _____

20. Test and Certify per ANSI A92.2 _____ _____ _____

21. Final overall ride height with boom stowed on chassis shall not be over 13' 6" _____ _____ _____

Truck Chassis

1. **GVWR** 26,001 to 33,000 lbs.
2. **Power/ Drivetrain** 8.9 Liter, 260-350 HP, 660-1150 lb-ft of Torque
3. Class 7
4. **Starting & Charging** Multiplex Electrical System with Centralized Power Distribution Incorporating Plug-In Style Relays & Circuit Protection for Serviceability
5. 12 Volt lighting System with Circuit Protection
6. Circuits Numbered and Color Coded
7. Key Switch Start and Shutdown
8. 130 Amp Brushless Alternator
9. 12 Volt Starter
10. Two Dual Purpose Batteries
11. Horizontal Muffler/DPF/SCR and Tailpipe
12. **Transmission Options**
    - 6 Speed Automatic Transmission
    - PTO Option
13. **Frame/ Axle/ Suspension /Brakes**
    - Frame - 10 5/8" Steel- 120,000 psi - Heat Treated
    - Front Axle 10,000 lb.
    - Front Springs - Taper leaf with Shocks, 10,000 lb.
    - Rear Axle - 21,000 lb., Single Rear Axle
    - Rear Suspension - 20,000 lb. to 31,000 lbs.
    - Brakes – Air
    - ABS System – Bendix

14. **Wheels/ Tires**
    - Wheels - Steel 22.5"
    - Tires - 295/75R22.5 R250F
    - Must be suitable for intended application of Digger Derrick configuration.
15. **Fuel Tanks**
    - Steel - Rectangular 45 Gallon
16. **Battery Boxes / Bumpers**
    - Steel Battery Box w/ Aluminum Step Cover
    - Utility Winch Front Bumper - Example: Braden PD-18
17. **Cab / Hood / Interior**
    - Cab - Aluminum and Composite
    - Hood - 4 Piece SMC - Sloped Aerodynamic Hood
    - Standard Pinnacle Vinyl Headliner and Cab Back Panel
    - Air Cushion Plus Intermediate Back Driver Seat
    - Two Person Bench Seat
    - Manual or Power Door Locks
    - Driver and Passenger Side Manual or Electric Window
    - Rear Cab Window
    - Back-Up Alarm
    - Daytime Running Lights
    - Adjustable Tilt Steering Column
    - Finish Paint is to be Urethane White

Delivery of Completed Unit

Mounting the Aerial Device and Body and all Accessories on Chassis meeting minimum requirements and suitable for the type and size of truck.

All hydraulic tools and accessories to be tested for proper operation before completed truck leaves the manufacturing facility

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quick Buildings LLC for roof, ceiling, window, and floor upgrades to MFRD drill center portable building.

Capital construction.

Amount of Contract:

$48,672.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220928 Quick Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15084	2022	(3032) ARCHITECTURAL ENGINEERING	ROOF, CEILING, WINDOW, AND FLOOR UPGRADES TO MFRD DRILL CENTER PORTABLE BUILDING (SEALED BID 5683)	$48,672.00	(290398) QUICK BUILDINGS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5683 AND YOUR QUOTE			
001	SINGLE ANGLE MANSARD WITH CON DRAINS & EXPOSED DOWNSPOUTS IN LIEU OF THE FALSE MANSARD (12" OVERHANGS ON ALL 4-SIDES. BOTH OUTSIDE MODULES WILL BE APPROXIAMTELY 12'-10" WIDE MODULES***INCLUDES COST FOR ADDITIONAL FREIGHT OVER WIDTH)	1.00 EACH	14363.00000	14363.00
	Additional Description Notes			
	PER YOUR PROPOSAL DATED 09.07.22			
	TO BE DELIVERED AND SET UP AT THE CITY OF MOBILE FIRE DEPARTMENT DRILL CENTER ON OWENS STREET.			
	FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @ 251.802.2436			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			14363.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	T-GRID CEILING WITH 40 MIL WHITE EPDM ROOF IN LIEU OF THE C-SPRAY CEILING	1.00 EACH	22776.00000	22776.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			22776.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	SKIRTING (HARDIPANEL SIERRA	1.00	5833.00000	5833.00

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MATERIAL AND LABOR)	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			5833.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	36X60 WINDOWS IN LEIU OF 24X54 WIMDOWS	1.00 EACH	782.00000	782.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			782.00

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	DOUBLE 5/8" FLOOR DECKING ILO SINGLE LAYER 3/4" DECKING	1.00 EACH	4918.00000	4918.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			4918.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 48672.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0474 .CONSTRUCTN. .	48672.00	20121.21

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	48672.00	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/27/22	JOHN PAINE	Requisition item removed chang
CCancelled	09/27/22	JOHN PAINE	GL Allocation changed
Approved	09/20/22	JEREMY LAMI	Auto approved by: 910512538
Approved	09/20/22	BARRY GLISSON	Approved Per Chief Lami
Approved	09/20/22	JAMES FRANK	Auto approved by: 910512538
Approved	09/27/22	JEREMY LAMI	Auto approved by: 910512538
Approved	09/27/22	BARRY GLISSON	Approved Per Chief Lami
Approved	09/27/22	JAMES FRANK	Auto approved by: 910512538
Approved	09/20/22	BRENDA RHODES	
Approved	09/20/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/20/22	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/27/22	BRENDA RHODES			
	Approved	09/27/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	09/27/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	09/28/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/28/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/28/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/28/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	09/28/22	JOHN PAINE			
	Approved	09/28/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

ADDENDUM

CITY OF MOBILE BID #5683 FOR
PORTABLE /TEMPORARY BUILDING
FOR CLASSROOM & OFFICE

May 20, 2022

RE: City of Mobile Bid #5683 for Right of Way Ditch Mowing Services

Please consider the following to be ADDENDUM to City of Mobile Bid #5683 for PORTABLE /TEMPORARY BUILDING FOR CLASSROOM & OFFICE.

I've attached a floor plan; is this what the City is wanting? The City is open on floor plan.

Where will the building be located: Mobile Fire Rescue Training Center, 860 Owens St, Mobile, 36604.

What are the ground conditions? Firm, level.

What is the appropriate wind load? Floor Load? Floor load 50PSF average, wind load 30PSF 110MPH Max modular build must be wind load rated for location. Wind load depends on location of site, state regulated for state approved module or building.

What is the term for the lease? Month to month makes little sense when the mobilization and demobilization is quite expensive. Minimum one year if we decide to lease.

What is the minimum term? Maximum Term? Do you want a lease purchase price? Lease maximum three years. No lease/purchase price, will be outright purchase if not lease/rental will be acceptable. No Wood.

If the building is new, is this building for this fiscal year 22/23? Yes.

Do you require a bid bond? No.

What material do you want for the steps? Aluminum steps and ramp.

If the building is new and you desire to purchase, do you have specifications for the exterior siding, roof, interior floor, walls, ceiling? We are not specifying what exterior is on building. Should last a minimum of three (3) years.

Building is in A.E. 100-year flood zone. Bidder must provide elevation certificate.
Vendor must be able to provide stamped approved plans by the Alabama Manufactured Housing Commission for submission to Build Mobile Permitting Section for review.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/sd

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
5/11/2022	5683	ARCHITECTURAL ENGINEERING	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. THURSDAY, JUNE 2, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
1 EACH	**PORTABLE / TEMPORARY BUILDING FOR CLASSROOM & OFFICE** Portable/Temporary Building for Classroom with minimum size of approximately 60' x 48'. Building should have a minimum of 2 restroooms, 8 office areas, and a large open area to be used as a classroom. Building to be provided with steps and ADA Ramp. Vendor will be responsible to deliver the building, set up, block up and anchor the building site. This will include providing and setting steps and ramps. The City of Moile will make the final connections for electrical, fresh water and wastewater connections. The structure can be new or like new. Vendor will need to provide full description of the condition of the building(s) to be provided. The City reserves the right to inspect the building prior to award and issuance of the purchase order. The City will either purchase the structure out right or rent the structure on a month-to-month basis depending upon which option in the City's sole discretion is of the better value to the City's needs. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

PRICING

RENTAL

MONTHLY RENTAL – Include in monthly price:
the Building, Steps, Ramps, & any additional items.

INSTALLATION COST – To Include delivery, blocking & anchoring. City will make electrical plumbing connections.

REMOVAL COST – To remove & transport building away from site.

PURCHASE OF THE BUILDING OUTRIGHT
Include Building, Steps, Ramps, Shipping/Delivery, Setting Up Building, Blocking & Anchoring of the Building.
Providing, Setting & Anchoring of Steps & Ramps.
The City will make final electrical & plumbing connections.

Vendor may quote alternate rental or purchase options, or only rental or only purchase option(s). You may use additional sheets.

Vendor shall provide literature & specifications on structure to be provided as well as the condition of the structure.

You may list additional quote options on additional sheets.

Vendor will be required to provide to provide Engineer Drawings of the structure done by an Engineer licensed in the State of Alabama prior to final award.

Vendor will need a City of Mobile Business License.
See Item 14 on reverse of page 1.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business Licenseand Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Questions answered by empoyees other than the Purchasing Department will not be official and will not be honored. Only answers by the Purchasing Agent will be official. Questions to and answered by members of the Fire Department will not be official or honored.

THE ABOVE TO BE AWARDED ON ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

SPECIFICATIONS

Approximate minimum size 60'x48'

Two (2) Bathrooms

Eight (8) Spaces for offices

One (1) Large Open Area for Classroom

One (1) Set of Stairs

One (1) Set ADA Compliant Ramp

To Be Heated & Cooled – Central HVAC Unit w/Control

To Have Electrical Connections

To Have Hurricane Tie Downs

Anchors for Hurricane Tie Downs

Delivery, Set Up, Installation & Anchoring to be included.

New or Like New Condition

The following will need to be provided by the Vendor to the City of Mobile prior to the award of the bid:

1. Street Ticket
2. Building Permit Application
3. Modular/Manufacture Building Plans
4. Site Plan/Plat Plan
5. Tie down/Foundation detail/Specification
6. Entry Details/Specification

For the Land Disturbance Review please include:

1. Construction stamped and signed by an Alabama Professional

The forms can be obtained from the City of Mobile Build Mobile Permitting and Development Division.
These forms may be found at:
https://www.buildmobile.org/forms-and-applications/

For questions on the permitting process with the above forms, contact Build Mobile at (251)208-5895.

There are additional forms to be completed, but the above forms will be required of the Vendor. The City will handle any other required forms.

For more information on the above requirements, contact Build Mobile and speak with Frank Palumbo or David Porter. Tell them you are working on a bid for the Fire Department Portable Building (251)208-5895.

PRICING INFORMATION

Building Brand _____

Model _____

Size _____

Price to Purchase _____

Monthly Rental
If Rented _____

Delivery & Set Up
Whether Purchase
or Rental _____

Removal
If Rental _____

NOTE: Price to purchase or rent should include the steps and ramps. Individual pricing of, or monthly rental pricing of ramps and steps is not acceptable.

NOTE: City will make final electrical and plumbing connections.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Nick Amberger PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

To accept a contract with John G. Walton Construction Company Inc.

Amount of Contract:

$1,767,061.96

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4051

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/26/2022 - 2:06 PM
Capital	Rhodes, Brenda	Approved	9/26/2022 - 2:44 PM
Legal	Kern, Chris	Approved	9/27/2022 - 11:23 AM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:03 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2018 PAYGO North McGregor Ave Reconstruction COM Project #2019-3005-19

PROJECT #: C0435 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Sidewalks, Curbing, Drainage, Utilities, Road Construction, Asphalt Paving

CONTRACT AMOUNT: $1,767,061.96

VENDOR NAME: John G. Walton Construction Company, Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction(Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y x N ___; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 9/26/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilwoman Gina Gregory

WHEREAS, bids for sidewalks, curbing, drainage, utilities, road, construction, asphalt paving for district 7 were received and opened on August 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company Inc., in the amount of $1,767,061.96.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: 2018 PAYGO North McGregor Ave. Reconstruction

Project Number: 2019-3005-19

Amount: $1,767,061.96

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2018 PAYGO
NORTH McGREGOR AVE
RECONSTRUCTION

PROJECT NO. 2019-3005-19

BID DATE – AUGUST 17, 2022

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Location ..... Attachment A
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Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C
Project Closeout Certifications, Affidavits & Requirements ..... Attachment D
Sign Details ..... Attachment E
Project Addendums ..... Attachment F
Tax Exemption ..... Attachment G

INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, August 17, 2022 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2019-3005-19
Project:	2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION
Project Description:	SIDEWALKS, CURBING, DRAINAGE, UTILITIES, ROAD CONSTRUCTION, ASPHALT PAVING

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars ($75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, August 15, 2022.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, August 10, 2022 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.***

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) major classification or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project No: 2019-3005-19
Project Name: 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION
Project Description: SIDEWALKS, CURBING, DRAINAGE, UTILITIES
Major work items include: Sidewalk, curb and gutter

The Bidder further agrees to construct the improvements in 200 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, August 10, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

* Macros must be enabled

08/03/22

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Thirty Two Thousand One Hundred Seventeen Dollars and Four Cents	$32,117.04	$32,117.04
206-C1	867	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	$13.06	$11,323.02
206-C2	1328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Seventeen Dollars and Thirty Nine Cents	$17.39	$23,093.92
206-D1	13	LF	REMOVING PIPE (ALL SIZES)	Sixty Six Dollars and Ninety Eight Cents	$66.98	$870.74
206-D2	688	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	$10.45	$7,189.60
206-D3	369	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	$13.06	$4,819.14
206-D4	355	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Dollars and Sixty Five Cents	$20.65	$7,330.75
206-E1	3	EA	REMOVING INLET	Eight Hundred Seventy Dollars and Seventy One Cents	$870.71	$2,612.13
206-E2	7	EA	REMOVING INLET (PARTIAL)	Eight Hundred Seventy Dollars and Seventy One Cents	$870.71	$6,094.97
206-E3	2	EA	REMOVING EXISTING LIGHT FIXTURE AND POLE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$5,750.00
210-A	921	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	$45.60	$41,997.60

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
210-D	737	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Three Cents	$47.03	$34,661.11
214-A	165	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$21,722.25
230-A	17	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.17
301-A1	2060	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Seven Cents	$56.07	$115,504.20
301-A2	2060	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Three Dollars and Five Cents	$33.05	$68,083.00
401-A	991	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$2,863.99
408-A	5419	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Five Dollars and Twenty Six Cents	$5.26	$28,503.94
429-A	532	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Fifty One Dollars and Seventy Five Cents	$151.75	$80,731.00
429-B	165	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$64,442.40
430-B	50	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$4,174.00
502-A	700	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	$2.76	$1,932.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
530-A	40	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	$139.28	$5,571.20
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	$456.48	$1,825.92
533-A2	16	LF	18" STORM SEWER PIPE (CLASS 3 R.C.)	One Hundred Fifty Eight Dollars and Twenty Two Cents	$158.22	$2,531.52
533-A3	8	LF	24" STORM SEWER PIPE (CLASS 3 R.C.)	Two Hundred Forty Nine Dollars and Eighteen Cents	$249.18	$1,993.44
600-A	1	LS	MOBILIZATION	One Hundred Fifty Four Thousand Five Hundred Seventy Three Dollars and Eighty Three Cents	$154,573.83	$154,573.83
614-B	1	CY	REINFORCED SLOPE PAVING	Eight Hundred Sixty Two Dollars and Fifty Cents	$862.50	$862.50
618-A1	1715	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$128,196.25
618-A2	358	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$30,877.50
618-B1	195	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$16,818.75
618-B2	149	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$12,851.25
618-D	22	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$36,685.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-E	22	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$12,650.00
620-A1	3	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$8,625.00
620-A2	9	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$8,228.25
621-A1	1	EA	JUNCTION BOXES, TYPE 1	Three Thousand Five Hundred Eighty Six Dollars and Fifty Cents	$3,586.50	$3,586.50
621-A2	1	EA	JUNCTION BOXES, TYPE 1 (SPECIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27
621-A3	2	EA	JUNCTION BOXES, TYPE 1 (MODIFIED)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Eight Cents	$3,852.28	$7,704.56
621-C1	1	EA	INLETS, TYPE S3 (0-WING)	Seven Thousand Six Hundred Thirty Nine Dollars and Sixty One Cents	$7,639.61	$7,639.61
621-C3	1	EA	INLETS, TYPE S3 (2-WING)	Seven Thousand Twenty Three Dollars and Thirteen Cents	$7,023.13	$7,023.13
621-C4	2	EA	INLETS, TYPE S3 (0-WING) (PARTIAL)	Four Thousand One Hundred Thirty Eight Dollars and Thirty One Cents	$4,138.31	$8,276.62
621-C5	3	EA	INLETS, TYPE S3 (1-WING) (PARTIAL)	Four Thousand Seven Hundred Forty Eight Dollars and Seventy Nine Cents	$4,748.79	$14,246.37
621-C6	1	EA	INLETS, TYPE S3 (SPECIAL)	Seven Thousand Twenty Three Dollars and Thirteen Cents	$7,023.13	$7,023.13

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C7	1	EA	INLETS, TYPE W	Seven Thousand Eleven Dollars and Thirty Three Cents	$7,011.33	$7,011.33
621-C8	1	EA	INLETS, TYPE W (PARTIAL)	Six Thousand Six Hundred Seventy Dollars and Fifty Four Cents	$6,670.54	$6,670.54
621-C9	2	EA	INLETS, TYPE X	Five Thousand Sixteen Dollars and Two Cents	$5,016.02	$10,032.04
623-A	743	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$32,469.10
623-B1	190	LF	CONCRETE CURB, TYPE N	Forty Dollars and Twenty Five Cents	$40.25	$7,647.50
623-B2	60	LF	CONCRETE CURB, TYPE N (SPECIAL)	One Hundred Forty Three Dollars and Seventy Five Cents	$143.75	$8,625.00
623-B3	122	LF	CONCRETE CURB, TYPE A	Forty Dollars and Twenty Five Cents	$40.25	$4,910.50
623-B4	89	LF	CONCRETE CURB, TYPE E (MODIFIED)	Forty Six Dollars and No Cents	$46.00	$4,094.00
623-C1	2408	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$64,582.56
623-C2	59	LF	COMBINATION CURB & GUTTER, TYPE C (SPECIAL)	One Hundred Twelve Dollars and Seventy Cents	$112.70	$6,649.30
637-A	240	LF	FENCE RESET	Forty One Dollars and Twenty Seven Cents	$41.27	$9,904.80

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
649-A	90	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	$32.26	$2,903.40
650-A	225	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	$143.24	$32,229.00
652-C	0.5	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$186.88
654-A	2000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$10,460.00
660-D1	9	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	$1,076.15	$9,685.35
660-D2	9	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Four Cents	$4,039.54	$36,355.86
663-C	200	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	$6.24	$1,248.00
665-E	1500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$2,160.00
665-G	40	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$414.00
665-J	1000	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$4,030.00
665-O	1000	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$1,150.00

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-Q	250	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$1,870.00
665-P	15	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$7,762.50
674-A	150	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Cents	$7.80	$1,170.00
690-A	2	EA	PROJECT SIGN	One Thousand Four Hundred Ninety Four Dollars and Sixty Nine Cents	$1,494.69	$2,989.38
701-A1	0.77	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$5,135.90
701-A2	0.76	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$5,069.20
701-B	461	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$797.53
701-G2	1527	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$1,756.05
703-A	45	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$336.60
705-A1	156	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	$6.33	$987.48
705-A2	20	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	$6.33	$126.60

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A3	25	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$158.25
705-A4	175	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	$6.33	$1,107.75
740-B	750	SF	CONSTRUCTION SIGNS	Ten Dollars and Fifty Eight Cents	$10.58	$7,935.00
740-C	90	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	$13.23	$1,190.70
740-D	125	EA	CHANNELIZING DRUMS	One Hundred Sixteen Dollars and Forty Five Cents	$116.45	$14,556.25
740-E	50	EA	CONES (36 INCHES HIGH)	Forty Six Dollars and Seventy Nine Cents	$46.79	$2,339.50
740-F	7	EA	BARRICADES, TYPE III	Six Hundred Thirty Dollars and Three Cents	$630.03	$4,410.21
740-I	2	EA	WARNING LIGHTS, TYPE B	Three Hundred Fifteen Dollars and Thirty Nine Cents	$315.39	$630.78
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
742-A	3	EA	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Six Thousand Eight Hundred Seventy Seven Dollars and Thirty Four Cents	$6,877.34	$20,632.02
745-A	80	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$4,140.00

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
749-A	1	EA	RRFB PEDESTRIAN CROSSWALK SYSTEM	Forty Three Thousand Seven Hundred Forty Dollars and Twenty Five Cents	$43,740.25	$43,740.25
750-A	12	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	$5,584.00	$67,008.00
750-C	12	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	$6,293.32	$75,519.84
750-E1	40	LF	METALLIC CONDUIT, 1 ¼ INCH	Sixty Five Dollars and Thirty Five Cents	$65.35	$2,614.00
750-E2	2036	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Fifty Three Dollars and Thirty Three Cents	$53.33	$108,579.88
750-F1	1063	LF	CONDUCTOR WIRE, 1/0	Nine Dollars and Ninety Four Cents	$9.94	$10,566.22
750-F2	575	LF	CONDUCTOR WIRE, #4	Five Dollars and Ninety Eight Cents	$5.98	$3,438.50
750-F3	488	LF	CONDUCTOR WIRE, #6	Four Dollars and Forty Six Cents	$4.46	$2,176.48
750-I	1	EA	LIGHTING CONTROL CENTER, TYPE WP	Thirty One Thousand Four Hundred Forty Six Dollars and Thirty Six Cents	$31,446.36	$31,446.36

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ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
999-X	50	SY	RESIDENTIAL ASPHALT DRIVEWAY	One Hundred Nineteen Dollars and Eighty Three Cents	$119.83	$5,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00

TOTAL BASE BID	**One Million Seven Hundred Sixty Seven Thousand Sixty One Dollars and Ninety Six Cents**	**$1,767,061.96**

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ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Three Thousand Two Hundred Eleven Dollars and Seventy One Cents	$3,211.71	$3,211.71
408-A	2034	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Ten Dollars and Thirty Four Cents	$10.34	$21,031.56
429-A	168	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Seventy Eight Dollars and Sixty Six Cents	$178.66	$30,014.88
600-A	1	LS	MOBILIZATION	Thirteen Thousand Five Hundred Forty Eight Dollars and Seventy Six Cents	$13,548.76	$13,548.76
618-A1	119	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$8,895.25
665-Q	50	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$374.00
701-A1	0.21	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,400.70
701-A2	0.28	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,867.60
701-B	85	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$147.05
701-G1	109	LF	BROKEN WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$125.35
701-G2	595	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$684.25

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ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-B	30	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$224.40
705-A1	130	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	$6.33	$822.90
705-A4	61	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	$6.33	$386.13
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Two Thousand Dollars and No Cents	$2,000.00	$2,000.00

TOTAL ADDITIVE BID 1	**Eighty Four Thousand Seven Hundred Thirty Four Dollars and Fifty Four Cents**	**$84,734.54**

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ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	$16,058.52	$16,058.52
206-C2	328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Eighteen Dollars and Forty Seven Cents	$18.47	$6,058.16
206-D2	84	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	$26.12	$2,194.08
206-E2	1	EA	REMOVING INLET (PARTIAL)	Two Hundred Sixty One Dollars and Twenty One Cents	$261.21	$261.21
210-A	392	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	$45.60	$17,875.20
210-D	316	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Four Cents	$47.04	$14,864.64
214-A	105	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$13,823.25
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.05
301-A1	474	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Twenty Four Cents	$56.24	$26,657.76
301-A2	474	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Five Cents	$36.35	$17,229.90
401-A	187	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$540.43

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ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
408-A	923	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eleven Dollars and Forty Cents	$11.40	$10,522.20
429-A	91	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	Two Hundred Fifteen Dollars and No Cents	$215.00	$19,565.00
429-B	31	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$12,107.36
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$2,087.00
530-A	16	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	$139.28	$2,228.48
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	$11.50	$2,875.00
600-A	1	LS	MOBILIZATION	Thirty Six Thousand Eight Hundred Twenty Five Dollars and Ninety Six Cents	$36,825.96	$36,825.96
618-A1	368	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$27,508.00
618-A2	48	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$4,140.00
618-B1	26	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$2,242.50
618-B2	103	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$8,883.75

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ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-D	2	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$3,335.00
618-E	2	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$1,150.00
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27
621-C2	1	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Thirteen Cents	$6,448.13	$6,448.13
623-A	267	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$11,667.90
623-C1	605	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$16,226.10
650-A	50	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	$143.24	$7,162.00
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$5,230.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$720.00
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$207.00

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ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$748.00
665-P	2	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$1,035.00
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Nine Dollars and Thirty Six Cents	$9.36	$234.00
701-A1	0.17	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,133.90
701-A2	0.17	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,133.90
701-G2	51	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$58.65
705-A3	11	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$69.63
740-B	232	SF	CONSTRUCTION SIGNS	Ten Dollars and Thirty Five Cents	$10.35	$2,401.20
740-C	10	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	$13.23	$132.30

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ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-D	125	EA	CHANNELIZING DRUMS	Seven Dollars and Fifty One Cents	$7.51	$938.75
740-E	50	EA	CONES (36 INCHES HIGH)	Eight Dollars and Thirty Five Cents	$8.35	$417.50
740-F	7	EA	BARRICADES, TYPE III	One Hundred Seventeen Dollars and Forty Cents	$117.40	$821.80
740-I	2	EA	WARNING LIGHTS, TYPE B	Two Hundred Five Dollars and Eighteen Cents	$205.18	$410.36
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$1,293.75
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Three Thousand Dollars and No Cents	$3,000.00	$3,000.00

TOTAL ADDITIVE BID 2	**Three Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and Fifty Three Cents**	**$315,764.53**

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ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	$16,058.52	$16,058.52
206-C1	254	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	$13.06	$3,317.24
206-C2	1285	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	$13.06	$16,782.10
206-D1	10	LF	REMOVING PIPE (ALL SIZES)	Sixty Seven Dollars and Five Cents	$67.05	$670.50
206-D2	500	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	$10.45	$5,225.00
206-D3	29	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	$26.12	$757.48
206-D4	121	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Six Dollars and Twelve Cents	$26.12	$3,160.52
206-E1	2	EA	REMOVING INLET	Four Hundred Thirty Five Dollars and Thirty Six Cents	$435.36	$870.72
210-A	189	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Fifty Nine Cents	$45.59	$8,616.51
210-D	272	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Thirty Five Dollars and Sixty Cents	$35.60	$9,683.20
214-A	75	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$9,873.75

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.05
301-A1	439	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Five Dollars and Ninety Seven Cents	$55.97	$24,570.83
301-A2	439	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Seven Cents	$36.37	$15,966.43
401-A	175	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$505.75
408-A	1304	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eight Dollars and Seven Cents	$8.07	$10,523.28
429-A	124	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Ninety One Dollars and Ninety Six Cents	$191.96	$23,803.04
429-B	29	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$11,326.24
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$2,087.00
502-A	2800	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	$2.76	$7,728.00
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	$11.50	$2,875.00
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	$456.48	$1,825.92

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
600-A	1	LS	MOBILIZATION	Forty Seven Thousand Four Hundred Eleven Dollars and Thirty Seven Cents	$47,411.37	$47,411.37
618-A1	688	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$51,428.00
618-A2	83	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$7,158.75
618-B1	74	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$6,382.50
618-B2	52	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$4,485.00
618-D	3	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$5,002.50
618-E	3	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$1,725.00
620-A1	14	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$40,250.00
620-A2	11	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$10,056.75
620-A3	33	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #16515 GREY)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$30,170.25
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C2	2	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Fourteen Cents	$6,448.14	$12,896.28
623-A	153	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$6,686.10
623-C1	640	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$17,164.80
649-A	70	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	$32.26	$2,258.20
650-A	50	CY	TOPSOIL	Ninety Seven Dollars and Forty Nine Cents	$97.49	$4,874.50
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$5,230.00
660-D1	6	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	$1,076.15	$6,456.90
660-D2	3	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Three Cents	$4,039.53	$12,118.59
663-C	100	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	$6.24	$624.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$720.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$207.00
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$748.00
665-P	3	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$1,552.50
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Two Cents	$7.82	$195.50
701-A1	0.2	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,334.00
701-A2	0.13	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$867.10
701-B	367	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$634.91
701-G2	365	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$419.75
703-B	100	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$748.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A2	4	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	$6.33	$25.32
705-A3	9	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$56.97
730-C	1	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE/SPRINGHILL AVE)	Two Hundred Fifty Seven Thousand Two Hundred Three Dollars and Twenty Five Cents	$257,203.25	$257,203.25
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$1,293.75
750-A	2	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	$5,584.00	$11,168.00
750-C	2	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	$6,293.32	$12,586.64
750-E2	510	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Twenty Four Dollars and Twenty One Cents	$24.21	$12,347.10
750-F1	255	LF	CONDUCTOR WIRE, 1/0	Ten Dollars and Eighty Nine Cents	$10.89	$2,776.95
750-F2	890	LF	CONDUCTOR WIRE, #4	Twelve Dollars and Thirty Five Cents	$12.35	$10,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00

TOTAL ADDITIVE BID 3	**Seven Hundred Seventy Four Thousand Seven Hundred Twenty Three Dollars and Fifty Two Cents**	**$774,723.52**

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

BID SUMMARY

BASE BID TOTAL	$1,767,061.96
ADDITIVE BID 1 TOTAL	$84,734.54
ADDITIVE BID 2 TOTAL	$315,764.53
ADDITIVE BID 3 TOTAL	$774,723.52
BASE BID TOTAL + ADDITIVE BID 1 TOTAL + ADDITIVE BID 2 TOTAL + ADDITIVE BID 3 TOTAL	**$2,942,284.55**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY	John G. Walton Construction Co., Inc.
SIGNATURE	
DATE	8/17/2022

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered AUGUST 17, 2022 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent By N/A

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of August, 2022.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No. 9391240

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Seven Hundred Sixty Seven Thousand Sixty One And 96/100 Dollars ($1,767,061.96) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2022 (hereinafter called the Contract) for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No: 2019-3005-19** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2022.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: _____
(Title)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Account Executive

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Corporate Seal

Bond No. 9391240

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Seven Hundred Sixty Seven Thousand Sixty One And 96/100 - - - - - - - - - dollars ($ 1,767,061.96), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2022, entered into a Contract with the Owner for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No: 2019-3005-19**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2022.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John D Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: _____
(Title)

ATTEST:
Shawn Stapleton
(Signature)

Shawn Stapleton (Print)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Account Executive
(Title)

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Corporate Seal

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **RobertD. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this_____ day of_____, 2022.

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. 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 by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: The CONTRACTOR shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	**CONTACT NAME:** Kelli Smith **PHONE (A/C, No, Ext):** 251-340-1771 **FAX (A/C, No):** 251-470-1050 **E-MAIL ADDRESS:** Kelli.smith@bxsi.com
INSURED JOHNGWA-01 John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Co — 16535 **INSURER B :** AlaComp — 18864 **INSURER C :** Berkley National Insurance Company — 38911 **INSURER D :** Midwest Employers Casualty Company — 23612 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2107919111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO451086402	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP440192402	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			AUC023068106	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10000178672022A PBAL155000	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Rented/Leased Equipment			MIM103990551	12/31/2021	12/31/2022	Each Item Catastrophe	500,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
2018 Paygo North McGregor Ave Reconstruction
Project No. 2019-3005-19
Bid Date - August 17, 2022
Additional insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability (including ongoing & completed operations) per attached form U-GL-117-5-F CW (04/13) and Auto Liability per attached form U-CA-825-B CW (02/14) but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile as respects to General Liability per attached form U-GL-925-B CW (12/01) and Auto Liability per
See Attached...

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNGWA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
BXS Insurance		John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

attached form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applied in favor of City of Mobile as respects to General Liability per attached form U-GL-1521-B CW (01/19), Auto Liability per attached form U-CA-832-A CW (01/13) and Umbrella Liability per attached form U-UMB-698-A-CW but only as required by written contact. The Umbrella Liability is follow form.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Contractors Liability Supplemental Coverages And Conditions

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph **(2)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and

(b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

3. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

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a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph **(ii)** under Paragraph **4.b.(1)** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

(ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

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b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section **II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

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(a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and

(b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A** and **B** are replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies a person or organization for "personal and advertising injury":

(a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or

(b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or

(5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

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H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

(1) Fail to disclose all hazards existing at the inception of this policy; or

(2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

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"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph **2.** or **3.** above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph **2.** above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs **1.** and **2.** above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
   a. The single highest Coverage Part or policy General Aggregate Limit; or
   b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,

   whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph **4. Other Insurance** under Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs **1.**, **2.**, and **3.** above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph **a.(1)** of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.

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Fungi Or Bacteria Exclusion Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4510864-02	Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi" or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

Endorsement # 13

Notification to Others of Cancellation

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0230681-06	12/31/2021	12/31/2022	09/22/2022	38404000	----------	----------

Named Insured and Mailing Address:
JOHN G. WALTON CONSTRUCTION
P.O. BOX 81222
MOBILE, AL 36689

Producer:
BXS INSURANCE, INC
PO BOX 14207
JACKSON, MS 39236-4207

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION VI. CONDITIONS**:

Notification to Others of Cancellation

a. If we cancel this policy by written notice to the first **named insured** for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

(1) To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and

(2) At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first **named insured**, or the longer number of days notice if indicated in the **SCHEDULE** below.

b. If we cancel this policy by written notice to the first **named insured** for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.

c. If notice as described in Paragraphs **a.** or **b.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Mobile 205 Government St. Mobile, AL 36602	30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, located in the Supplemental Specifications. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.

45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

49. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Workmen shall wear reflectorized jackets.

51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

52. At intersections, driveways and turn outs, the City Project Inspectors shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, ramp construction and ADA compliance.

53. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

54. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

55. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

56. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

57. Prior to resurfacing the water and sewer manholes and valve covers will be raised by the MAWSS. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

58. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

59. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

60. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

61. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

62. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

63. Gutter cleaning will be a subsidiary obligation of 429-A Improved Bituminous Concrete Wearing surface.

64. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

65. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.

66. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.

B. Foundation Backfill, Commercial: The unit price bid for this item (214-B) shall be compensation in full for one (1) cubic yard of #57 Stone used for the foundation below the concrete base foundations or the stamped concrete. The method measurement shall be based on weight ticket only, without addition factors.

C. Concrete Sidewalk: This item (618-A1, 618-A2) shall include any new sidewalk and existing sidewalk repairs. The concrete should be Type 2 – mix "A" and have a minimum 28 day strength of 3000 psi.

D. Minor Structure Concrete: These items (620-A1, 620-A2, 620-A3) shall pay for the concrete to be used for the header curbs and stamped concrete. The concrete shall be paid for by cubic yard and have a minimum 28 day strength of 3000 psi.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and _____ , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION
Project No: 2019-3005-19
Project Description: CURBING, DRAINAGE INLETS, SIDEWALKS, UTILITIES
Major work items include: Sidewalk, Curb & Gutter

City of Mobile Project Number 2019-3005-19, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,767,061.96**), in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any CONTRACTOR or firm of CONTRACTOR's, or any corporation, or their authorizing agents undertaking a contract under this Agreement.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCRORY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this contract is 2018 PAYGO and CIP. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

(26) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the CONTRACTOR, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: John D Walton

ITS PRESIDENT

JOHN G. WALTON, PRESIDENT (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

9/19/2022

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall b Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for

hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, project sign(s) for the duration of the project. The sign criteria can be found in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item.

10. FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE / SPRINGHILL AVE) **(Pay Item 730-C):** See the following sheets.

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
June 2017

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I. General
II. Cabinet Assembly with Controller
III. Cabinet Assembly without Controller
IV. Controller Unit
  (a) Advanced Traffic Controller for NEMA-Style Cabinet
  (b) Standard NEMA TS-2 Controller

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices

NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

A cabinet assembly with controller shall consist of a controller unit, malfunction management unit, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(a) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

   The cabinet shall be fabricated from shaped sheet aluminum. Unless otherwise indicated at time of purchase, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be processed utilizing a powder coat procedure.

2. CABINET DIMENSIONS.

   The cabinet shall be large enough to provide ample space to house the controller unit, malfunction management unit, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate a controller whose dimensions are defined by the NEMA Standard.

   The minimum size of pole mounted controller cabinet shall be 60 inches in height, 36 inches in width, and 17 inches in depth.

   The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

   When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

   Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at cabinets shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. POWER STRIP RECEPTACLES.

A power strip, with a minimum of 6 receptacles shall be provided as part of the terminals and facilities. The power strip shall provide three prong, NEMA Type 5 – 15R grounding type outlets and shall be wired directly to the clean, filtered side of the cabinet power supply, and shall have a resettable circuit breaker.

13. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

Two thermostatically controlled power vents and fans shall be provided. The two independent thermostats shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Malfunction Management Unit Model Number
- Malfunction Management Unit Serial Number
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)

(b) AUXILIARY DEVICES.

1. GENERAL.

   Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

   The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

   The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

   The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

   Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

   When specified, detector test switches shall be furnished to check all detector control circuits.

6. SOLID STATE SIGNAL BUSS RELAY.

   A solid state input power relay shall provide 120 VAC power to the signal load switches.

(c) TERMINALS AND FACILITIES.

1. GENERAL.

   The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

   The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

   The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

   No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

   Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

   All other panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker(s) and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks as specified by the NEMA Standard.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

The main panel assembly shall include the following as per the NEMA Standard:

- 16 load switch operation (8 vehicle, 4 pedestrian and 4 overlap)
- 6 flash transfer relays
- Shall support flashing yellow arrow operation

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

All wiring shall be stranded conductor.

10. WIRING.

Wiring within the controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring color code shall be as per the NEMA Standard.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

A minimum of four (4) SDLC cables (NEMA 3.3.1) for connection of specified devices and future devices shall be provided. The SDLC termination panel shall support an additional two (2) cables.

12. DETECTOR PANEL.

Provisions for pedestrian pushbutton detection shall be provided. The control circuit to the pushbutton shall be an isolated logic ground, and the return circuit to the controller input shall be isolated and protected logic ground. Termination points for detector calls in the cabinet shall be via a #10 screw.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on cabinet left wall for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and

protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch that kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

    Circuit breakers shall be furnished. There shall be a main breaker rated at 40 A and a service breaker rated at 15 A.

    The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

    The cabinet should include a NEMA cabinet power supply that provides power and other control circuitry for a TS-2 Detector Rack Assembly.

20. TIMER CONNECTIONS.

    The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

    The load switch output(s) shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

    All lightning protection devices shall be replaceable without removing any panels.

23. EMA INDICATION WIRING.

    All NEMA functions listed in the NEMA Standards Publication No. TS 2-2016 shall be provided. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

24. PREEMPTION (PRIORITY CONTROL).

    The controller unit shall provide the preemption option (ten plans).

(d) MALFUNCTION MANAGEMENT UNIT.

1. TYPE.

    Malfunction Mangagement Unit (MMU) shall monitor up to sixteen (16) channels of signal outputs and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. ETHERNET CONNECTIVITY.

   The MMU shall include an ethernet communication port for connectivity from a central location for diagnostic purposes.

3. PROGRAMMING.

   The MMU program card shall contain a device that store the MMU programming so that if the card is installed in a like MMU, the MMU will be automatically programmed.

4. POWER SUPPLY MALFUNCTION.

   The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED MMU.

   The MMU shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED MMU.

   The MMU shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

   The MMU shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

   The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

   The unit shall have a real time clock and be connected to the controller unit via the SDLC port to facilitate communication between the two units and to keep the MMU time clock synchronized with the controller unit time clock.

10. EVENT LOG.

    The unit shall have an event log that contains the following data:

    - AC power interruption/restoration logging;
    - Logs reset after failure;
    - Log 24 V values;
    - Log CVM failure;
    - Load switch failure;
    - Log all faults with time and date.

11. EXTENDED MONITORING.

    The unit shall have the following extended monitoring:

    - Dual indication monitoring per channel;
    - Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

    The unit shall be capable of displaying intersection status.

13. READBACK.

    The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

    All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals without intervening connection points.

(e) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.
- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch output shall be furnished with a metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND MALFUNCTION MANAGEMENT UNIT.

Power and neutral for controller and malfunction management unit shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 µs) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34
50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω.

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 mΩ.

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(f) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Malfunction Management Unit diagrams, schematics and operations manual.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;
- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(g) CONTROLLER UNIT.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

III. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (f) as defined above. The cabinet facility shall be provided with empty space(s) on the left and right walls to provide an area for mounting of field devices not specified herein. Space shall be provided for video or radar field detection input circuits (approximately 12 in by 8 in). Space shall also be available for mounting a fiber cable termination unit (approximately 12 in by 12 in).

IV. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller. The controller shall be downwardly compatible to operating existing TS-1 signals cabinets in the City of Mobile.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. FEATURES.

   Controller shall be capable of operating as a master or secondary in a closed loop system, with detector processing, coordination, communications, preemption, adaptive timing, NTCIP standard objects, time clock, and sixteen phase-sixteen overlap phasing. The built-in diagnostics will allow the operator to test input and output signals, RAM devices, memory, LCD, keypads, etc.

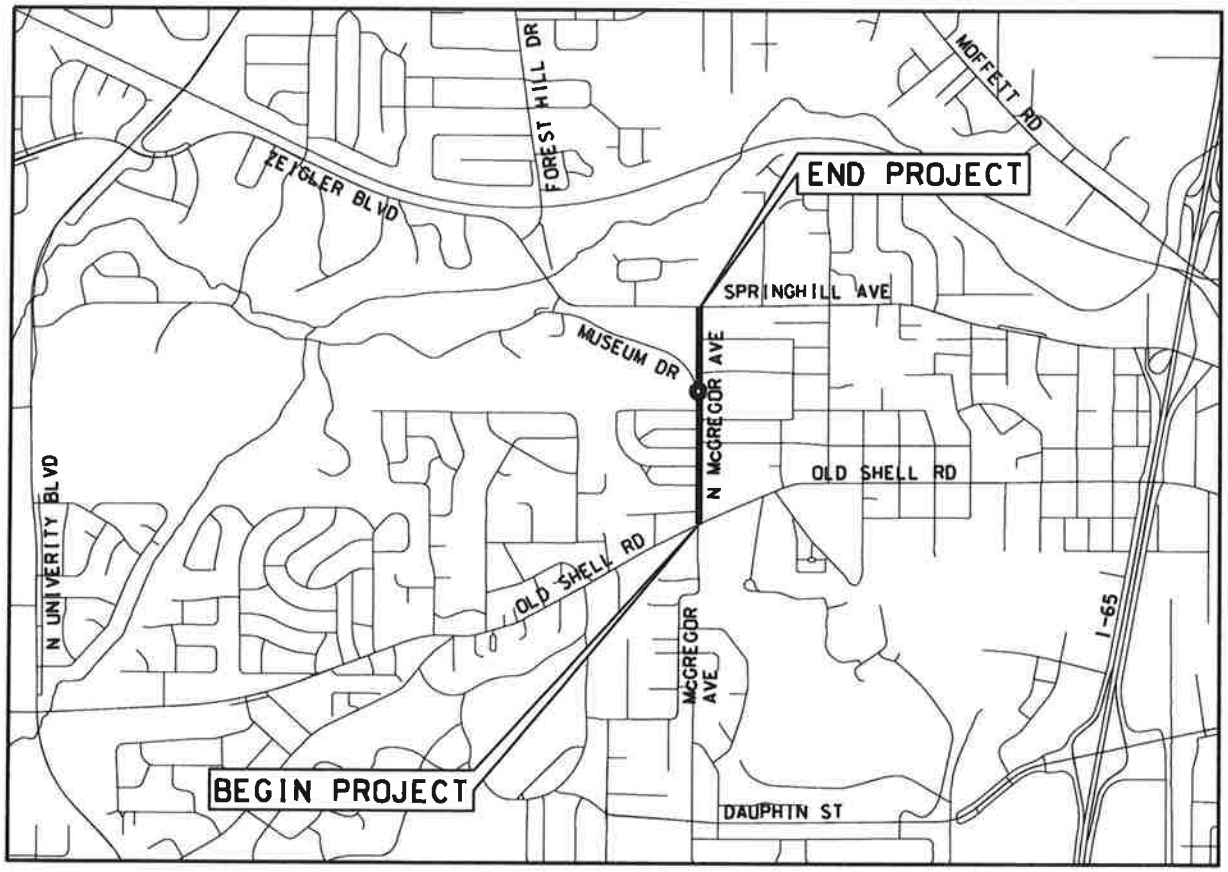
3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and Ethernet and USB ports for all necessary user connections. The standard controller shall have an LCD menu display. The keyboard shall be a twenty-three (23) key keypad containing four (4) function keys, ten (10) white numeric keys, seven (7) cursor/menu navigation keys, and two (2) LCD contrast adjustment keys.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

ATTACHMENT "A"

LOCATION



MCGREGOR AVENUE

VICINITY MAP

N.T.S.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archriqus.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnaous.todd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johngwalton.com

RFP/RFQ Solicitation Number	2019-3005-19
Project Description	North McGregor Ave Reconstruction
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roger Dixon

Signature: [signature] Date: 8/17/2022

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.Todd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 2,942,284.55 Date: 8 / 19 / 2022

Description North McGregor Ave Reconstruction

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C. Thornton		Concrete	462,295.00	15.71%	Yes	
Bagby & Russell		Electrical	599,053.00	20.40%	No	
Coastal Environmental		Erosion	46,476.00	1.6%	Yes	
C&H Construction Services		Signage	10,138.00	0.3%	No	
Ozark Striping		Striping	45,006.00	1.5%	NO	
Smith Industrial Services		Pipe Videoing	9740.00	0.3%	No	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johnqwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMOBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
X		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN APR JULY OCT
FEB MAY AUG NOV FINAL _____
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/__
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V. P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

V.P.
~~CEO~~ of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 17th day of August, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY PROJECT NO. 2019-3005-19**
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

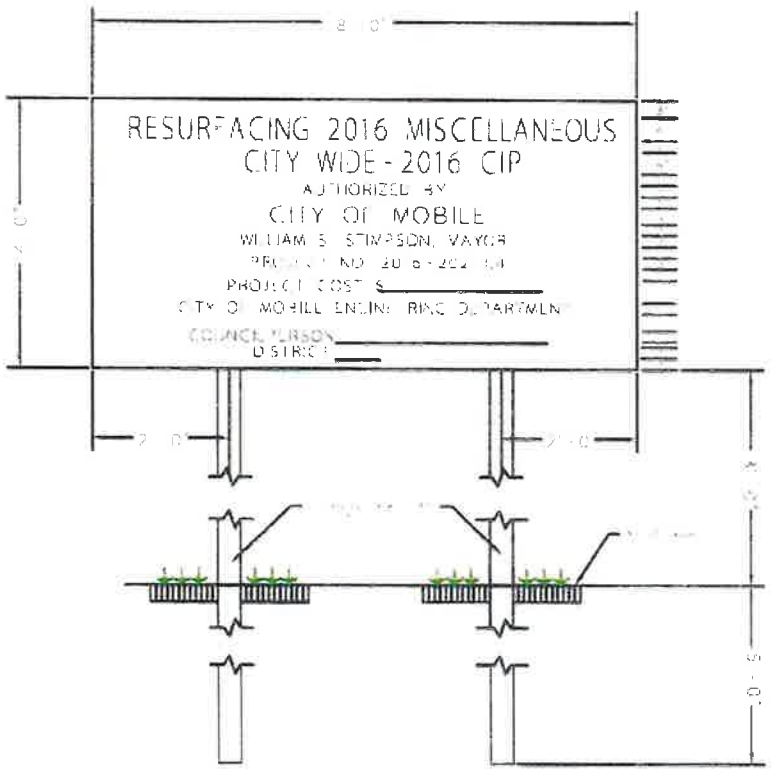
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4 exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2
SCALE N.T.S. DATE NOV 20, 2015

ATTACHMENT "F"

ADDENDUMS

ADDENDUM NUMBER 1

August 15, 2022

CITY OF MOBILE

NORTH MCGREGOR AVE RECONSTRUCTION
PROJECT NO. 2019-3005-19

DATE TO RECEIVE BIDS: August 17, 2022 @ 2:30 P.M.

1. The Protected Bid Proposal Form (.xls) is being transmitted as an attachment to this addendum email. Please disregard the original Bid Proposal. Complete and print the Protected Bid Proposal included herewith. It shall be placed behind the front cover of the bid documents and submitted with the bid package.

2. The Pay Item 745-A Uniformed Police Officer has been added to the new Protected Bid Proposal.

3. Delete Special Provision #44 of the contract. There will be an asphalt index adjustment allowed.

4. Stored Materials will be paid if required by the contractor.

5. Special Provision #37 should read "Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project and shall include any required light cleaning."

6. A detail for Pay Item 999-X Residential Asphalt Driveway has been added to sheet 15 of the plans and included with this addendum.

7. Plan sheet 23 shows a detail for Pay Item 621-C8 Inlet, Type W (Partial). It should read "the concrete curb required for the flume is to be a subsidiary obligation of the Pay Item 621-C8". A revised sheet 23 is included with this addendum.

8. Pay Item 649-A 2" HDPE Conduit Pipe, Type 5 Installation should be corrected to read "Pay Item 649-A 2" HDPE Conduit Pipe, Type 3 Installation".

9. The quantities for Pay Items 614-B, 620-A1, 620-A2, 620-A3, 623-B2 have been added/updated in the Protected Bid Proposal Form (.xls).

10. On sheet 1 of the Signalization Plan the notes call to install a Siemens/Eagle Controller. This is incorrect. It should call for a Cobalt Controller.

11. On plan sheet 55 the Pay Item 750-H Service Pole should be removed from the quantity box. A revised sheet 55 is included with this addendum.

12. The allowable contract working days will be as follows:
    Base Bid – 120 working days
    Additive Bid 1 – 10 working days
    Additive Bid 2 – 30 working days
    Additive Bid 3 – 40 working days

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID; ATTACH THE ACKNOWLEDGE RECEIPT TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT.

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

BIDDER: John G. Walton Construction Co., Inc.

BY:

DATE: 8/15/2022

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY FAXING OR EMAILING THE SIGNED COPY TO THE ENGINEERS OFFICE BY 3:00 P.M., TUESDAY, AUGUST 16, 2022.
(FAX #: 476-4721)

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/17/2022

Name of Project: North McGregor Avenue Reconstruction
Project Number: 2019-3005-19

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 35,000
ADDITIVE BID 1 (ROADWAY):	$ 1,000
ADDITIVE BID 2 (ROADWAY):	$ 15,000
ADDITIVE BID 3 (ROADWAY):	$ 25,000

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** [signature]

*Name (type or print) Roger Dixon (Seal)

*Title Vice President

Telephone Number 251-342-6250

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve professional contract for Court Reporter Jennie Brown, submitted by Judge Charles Graddick, sponsored by Director Robert Lasky.
(10040535/42220)

Amount of Contract:

$78,000

Effective Date of Contract:

10/1/2022

Renewal Date of Contract:

10/1/2022

Funding Source

Project #		**Discretionary Funds**	10040535/42200
Project String		**Contract Number:**	
Budget Amendment	**REDUCE** **INCREASE**		
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
City Council Paperwork for Contract Approval	Cover Memo	9/22/2022
resolution_revised	Cover Memo	9/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	9/22/2022 - 2:31 PM
Legal	Kern, Chris	Approved	9/29/2022 - 2:26 PM
Legal	Kern, Chris	Approved	9/29/2022 - 2:27 PM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:28 PM

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Jennie Q. Brown, Court Reporter

	SIGNATURE	DATE
DEPARTMENT HEAD (1)		9/7/2022
EXECUTIVE DIRECTOR		9/7/2022
BUDGET/ACCOUNTING (2)	(Sign routing stamp on contract also)	
LEGAL DEPARTMENT	(Sign routing stamp on contract also)	
MAYOR'S OFFICE		
CITY CLERK'S OFFICE	**for Council action or Mayor's signature**	
COUNCIL ATTORNEY (3)	(if Council action is required)	

(1) **Route 3 copies for non-capital contracts**
Route 4 copies for capital contracts

(2) **Budget approves non-capital contracts**
Accounting approves capital & grant contracts

(3) **Sign a separate copy to the Council**
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.

(4) **Applications for grants require the use of the Routing Form for Grant Applications.**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), dated 10/01/2022, 2022, ("Effective Date") is made by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Jennie Q Brown ("Contractor").

WHEREAS, the Contractor has the necessary high degree of professional skills, training, and experience required for the services needed;

WHEREAS, the City of Mobile would like to utilize Contractor's specific individualized services in order to assist with the criminal case backlog currently existing in the 13th Judicial Circuit, in which the City resides; and,

WHEREAS, this Agreement, in all respects, serves a legitimate public purpose and furthers the general public's welfare;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK / DELIVERABLES: The services to be performed by Contractor under this Agreement ("Services") are as follows:

   Contractor is to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick Sr. It is anticipated that said matters will be conducted at the Courthouse located at 205 Government Plaza, Mobile AL, in courtroom 4500, but Contractor's services may be needed in other Courthouse locations. Contractor will be available during regular working hours Monday through Friday, excluding State Holidays.

2. TERM: The Agreement shall last for a period of twelve (12) months from the Effective Date.

3. COMPENSATION: Contractor's fees are as follows:

   Services Fee: $300.00 for each court-attended day and $100.00 for each day court is not scheduled during a five (5) day work-week period with a minimum $1,100.00 to be paid weekly.

   No Service Fee will be paid during any court recess period that exceeds over a ten (10) business-day period, unless there are in-court matters necessary (i.e., Hearings on motions, etc.). Said fee will be payable according to the Services Fee agreement. Contractor shall submit an invoice for said fees at the end of each month. The City will not pay Contractor

for any travel or other expenses in addition to the Services Fee. It is Contractor 's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.

4. NONTRANSFERABLE: Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein.

5. TERMINATION: This Agreement may be terminated by either party with or without cause. Notice of termination shall be in writing and the contractor shall be entitled to payment for all services rendered prior to the termination date.

6. NO BENEFITS: Contractor is not eligible for any employment benefits including, but not limited to, retirement, sick leave, vacation, or health insurance.

7. INDEMNITY: Contractor hereby agrees to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

   Nothing contained in this Agreement shall be deemed to constitute, either as to Contractor or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

8. ANTI-DISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9. ANTI-BOYCOTT: By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

10. VENUE: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that,

notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

11. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

12. IMMIGRATION COMPLIANCE: By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

13. FORCE MAJEUR: The City or the Contractor shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Contractor.

14. LICENSES, PERMITS, ETC.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, authorization and assurances necessary in order to abide by the terms of this Agreement.

15. TAX RESPONSIBILITY: Contractor hereby agrees that it bears the sole responsibility for payment of any taxes that may be owed as a result of this Agreement.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Contractor.

17. NO THIRD-PARTY BENEFIT: Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. ENTIRE AGREEMENT: This Agreement, and any attached exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: Director Robert Lasky
Office of Professional Responsibility
200 Government Street
P.O. Box 1827
Mobile, AL 36633

Contractor: Jennie Q. Brown
12192 Shine Rd.
Irvington, AL 36544

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

By:_____
Name: William S. Stimpson
As its: Mayor

ATTEST:

_____
City Clerk

Contractor: Jennie Q Brown, CCR

By: _____
Name:
As its: Sole proprietor 9/7/2022

ATTEST:
Kimberly Zirlott
Kimberly Zirlott, Notary
Printed Name and Title

NOTARY PUBLIC ALABAMA
KIMBERLY ZIRLOTT
My Commission Expires
March 11, 2026

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BROWN, JENNIE Q - CCR T6
12192 SHINE RD
IRVINGTON, AL 36544

YEAR	LICENSE NO
2022	121095

ISSUED	EXPIRES
9/7/2022	12/31/2022

561492 COURT REPORTER/LEGAL REPORTER

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BROWN, JENNIE Q. T6
12192 SHINE ROAD
IRVINGTON AL 36544

RESOLUTION

Sponsored by: Robert Lasky, Director of the Office of Professional Responsibility

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and Jennie Q. Brown, to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick, Sr., to last for a period of twelve months and the total amount not to exceed SEVENTY-EIGHT THOUSAND DOLLARS ($78,000.00), for services as outlined in said Agreement made a part hereof by reference. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and Jennie Q. Brown, to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick, Sr., to last for a period of twelve months and the total amount not to exceed SEVENTY-EIGHT THOUSAND DOLLARS ($78,000.00), for services as outlined in said Agreement made a part hereof by reference. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Shonnda Smith Deputy Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide marketing services to Mobile Parks & Recreation

Amount of Contract:

$70,000

Effective Date of Contract:

10/1/2022

Renewal Date of Contract:

9/30/2023

Funding Source

Project # Spire Marketing Contract org 10042025 obj 42010	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022-2023 Spire Marketing Resolution	Cover Memo	9/12/2022
2022-2023 Spire Marketing Contract	Cover Memo	9/12/2022

REVIEWERS:

Department Reviewer	Action	Date

Parks and Recreation	McCants, Gerard	Approved	9/30/2022 - 9:59 AM
Budget	Sapp, Celia	Rejected	9/30/2022 - 9:31 AM
Budget	Sapp, Celia	Approved	9/30/2022 - 11:10 AM
Budget	Sapp, Celia	Approved	9/30/2022 - 12:12 PM
Legal	Kern, Chris	Approved	9/30/2022 - 12:36 PM
Legal	Kern, Chris	Approved	9/30/2022 - 12:36 PM
Mayors Office	Montgomery, Brandi	Approved	9/30/2022 - 2:48 PM

CITY OF MOBILE

PROFESSIONAL SERVICES

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and SPIRE, LLC, in an amount not to exceed $70,000.00, for a one-year period, for marketing services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Professional Services Contract

City of Mobile

Project: City of Mobile Parks and Recreation Marketing Program

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 1st day of October 2022, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and SPIRE, LLC (sometimes hereinafter "Contractor"), an Alabama Limited Liability Company, as follows:

WHEREAS, the City of Mobile desires to promote its Parks and Recreation events and programming through a coordinated social media and marketing campaign; and,

WHEREAS, the City of Mobile requires the services of a professional marketing contractor to develop and execute its campaign; and,

WHEREAS, the Contractor has proficiency and experience developing and conducting effective promotional and media campaigns in the Mobile market; and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of winch are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Spire Marketing Program Proposal.** To the extent that the terms of **Exhibit A** are consistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Senior Director, Parks and Recreation, or her designated representative shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A.**

C. Contractor will provide a weekly plan for the following week of expected goals, work to be completed, products to be created, and hours to be performed and billed. Contractor will provide weekly reports of services performed, to include results, products prepared, and hours expended. It is estimated that Contractor will provide 40 hours of work per month, but such amount of work is not guaranteed unless planned, approved by the City, and documented by report and invoice.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule attached in **Exhibit A.** Contractor will work for an hourly rate $100 per hour, billable monthly. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. Total contract amount is not to exceed $70,000.00.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for twelve months.

IV. GENERAL PROVISIONS

A. Contractor shall submit invoices to the Senior Director, Parks and Recreation, with reports of its activities and final product documents and deliverables.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to

indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor herby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

G. Contractor shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin, or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

H. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City' s enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation without litigation.

J. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities, and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants, and

employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of the City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

K. The City's representative for purposes of this Agreement is the Senior Director, Parks and Recreation. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Senior Director, Parks and Recreation
City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Spire, LLC
501 Dauphin Street
Mobile, Alabama 36602

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid wen they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

0. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issues by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issues by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination. Evidence of such coverage is provided as **Exhibit B.**

R. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understanding that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

S. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____

Mayor

ATTEST:

_____ Date: _____

City Clerk

SPIRE, LLC

BY: _____ Date: .....

Its _____(Title)

Exhibits: A. SPIRE LLC Marketing Program for City of Mobile Parks and Recreation Department
B. Documentation of Insurance

Exhibit A

SPIRE, LLC Marketing Program

For City of Mobile Parks & Recreation

SPIRE

MARKETING PROGRAM FOR

CITY OF MOBILE

PARKS AND RECREATION DEPARTMENT

PARKS AND
RECREATION

SEPTEMBER 2021

ADVERTISING. DESIGN. SOCIAL MEDIA. PUBLIC RELATIONS.

MARKETING PROGRAM
CITY OF MOBILE

PROGRAM

SPIRE will provide comprehensive, creative marketing, promotion and media planning for the City of Mobile Parks and Recreation Department and their initiatives.

The program goal will be to communicate with the Mobile community in order to:

- boost visibility/awareness
- increase attendance/reach
- cultivate audience engagement
- keep up-to-date information flowing to the community
- display strong support of the community and their needs
- present cohesive and organized messaging, both in tone and appearance
- grow online presence and reach of the City of Mobile Parks and Recreation Department as a whole while supporting the City of Mobile "brand"
- gather feedback/data to apply to future endeavors, tactics and strategy

SCOPE OF PROGRAM

This program will be applied across the appropriate media platforms, respective to the specifics of each initiative, with a strong focus on cross-platform promotion.

PROGRAM ELEMENTS

SPIRE is a full service agency and will assist with any marketing initiatives. These may include any of the following:

- Brand Strategy
- Brand Development
- Media planning and execution
- Social Media Scheduling and Execution
- CRM and Database Management
- Short Video Production
- Media Planning
- Logo Design
- Web Design
- Print & Outdoor Advertising
- Broadcast Advertising
- Digital Advertising
- Collateral Design
- Public Relations
- Comprehensive Account Management
- Detailed Analytics

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BUDGET

The budget includes 40 billable hours per month on the various aspects of this program. With a rate of $100 per hour, we anticipate $4,000 per month for the annual contract. A twelve month contract would therefore be $48,000.

40 hours per month* x $100 rate= $4,000 Monthly Payment

**Note : Any hours not used during the month may be rolled over to the following month. Likewise, any overage will be applied to hourly balance during the life of the contract.*

MEDIA

The budget also includes $22,000 for media placement. This may include print, online, radio and outdoor ads.

TOTAL ANNUAL BUDGET: $70,000

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AGREEMENT & TERMS

BUDGET

The $4,000 fee will be assessed through monthly invoices. Media budget of $22,000 will be invoiced as a single payment .

TIMING

SPIRE will commence program strategy upon execution of signed agreement and deposit received.

CREATIVE MESSAGE

Tone, design and content to be developed in concert between SPIRE and the City of Mobile. SPIRE will work with the City of Mobile to ensure total satisfaction.

CANCELLATION CLAUSE

If at any time you feel that SPIRE is not providing excellent service and value, please let us know so we can rectify. Our goal is to not tie you to us in any way, but to never give you a reason to want to use another service. Therefore, if you would like to cancel this agreement, it can be done with 60 day written notice. SPIRE reserves the right to also cancel this agreement in writing with a 60 day notice.

CITY OF MOBILE DIGITAL MEDIA POLICY

SPIRE,LLC has read, understands and will comply with the City of Mobile Digital Media Policy.

CONFIDENTIAL (©2021 SPIRE LLC

Exhibit B

SPIRE,LLC

Documentation of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDIYYYY) 01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer riahts to the certificate holder in lieu of such endorsement(s).

PRODUCER
StateFarm
A.

Lad Drago State Farm

7623 Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME:
rA N L.,... 251-626-1237 FAX I A/C No!:

E-MAIL ADDRESS:

INSURER/SI AFFORDING COVERAGE	NAIC#
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURERC:	
INSURERD:	
INSURER E:	
INSURER F:	

INSURED

Spire, LLC
304 Congress Street
Mobile, AL 36603

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			93-B5-R429	02/27/2020	02/27/2021	EACHOCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES IEa occurrencel	$
							MEO EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-T LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY H SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT	$
							IEa accident\ BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE /Per accident\	$
								$
	UMBRELLA LIAS OCCUR EXCESSLIAB CLAIMS-MADE OED RETENTION$						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN ANY PROPRIETOR/PARTNER/EXECUTIVE OFRCER/MEMBEREXCIUDED? (Mandatory in NH) it1 ftfP8t o PERAT IONS below	NIA						
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE POLICY LIMIT	$
X	Business Personal Property			93-B5-R429-1	02/27/2020	02/27/2021		10,700

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarl<s Schedu le, may be attached If more space Is required)

CERTIFICATE HOLDER

Additional Insured:
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE **EXPIRATION DATE** THEREOF, **NOTICE WILL BE** DELIVERED **IN ACCORDANCE WITH** THE **POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 3:15 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Dog Team Pedi Cab for a Certificate of Public Convenience and Necessity to operate pedi-cab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-835 **2022**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: SEP 20 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A PEDI CAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Dog Team Pedi Cab to operate a pedi cab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on October 4, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Keidrick C. Wooten _____ individually or on behalf of _____ Dog Team Pedi Cab _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Keidrick C. Wooten

Business Address: _____

Telephone: 251.454.1533 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 06/15/1973 SSN: 419-23-7237

Residence Address:

_____ _____ 7 _____

Address City State Zip code

Telephone Number: 251.454.1533 Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
None			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Ped. Cab

Location of terminal/depot or stand & stables: ___

What will be your days and hours of operation? 5 pm TO 10:00 pm

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Year:	Model:
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
PEDI CAB is a three wheel trike style bicycle with a carriage bench attached capable of transporting two adults.

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Dog Team Pedi. Cab

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th **DAY OF** September, 2022

Notary Public

STATE OF ALABAMA NOTARY PUBLIC

AMANDA L. PHILLIPS
My Commission Expires
May 20, 2023

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WOOTEN, KEIDRICK CORNEAL		
Address:		**Nick Name:**	
Phone:	251-454-1533		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	6/15/1973
Sex:	M	**Age:**	49
Weight:	215	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C Knight
DATE: 09-09-2022

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030015-0018 CARRIE K. 09/09/2022 03:18PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 471843

10.00

Subtotal **10.00**
Total **10.00**

CASH 10.00

Change due **0.00**

Paid by: KEIDRICK CORNEAL WOOTEN

Thank you for your payment

CUSTOMER COPY

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Keidrick C. Wooten

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address _____

Personal Description:

Height: 5'11

Weight: 220

Hair Color: black

Eye Color: brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Keidrick C Wooten

Signature

9-9-22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Keidrick C. Wooten

Date of Birth: 06-15-1973 Security #:

Present Address

Home Phone Number: Work Phone Number: 2519017077

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Alabama School of Mathematics and Science

Present Position/Title: Director of Infrastructure

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
None

Give nature of all transactions or acts giving rise to these judgements.
n/a

Give name and location of court in which judgements were entered and date entered.
n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Keidrick C Wooten
Signature

9-9-22
Date Signed

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Brian Alfred Siegesmund

Amount of Contract:

n/a

Effective Date of Contract:

10/11/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Siegesmund

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Siegesmund	Resolution Letter	9/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/29/2022 - 12:31 PM
			9/29/2022 -

Legal	Kern, Chris	Approved	12:33 PM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:05 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Brian Alfred Siegesmund, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D029\P004\00110904.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 3:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055,
5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 4, 2022, a public hearing will be held on the 8th day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane (southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE

CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as

driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 3) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of November 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 9th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed***

development must comply with all Engineering Department design requirements and Policy Letters.); and, **3) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD,

RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) **completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm***

Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

White-Spunner Realty
5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 28, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **White-Spunner Realty** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final***

Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Carah Hall
McCrory & Williams, Inc.
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
b. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **compliance with Engineering comments:** ***(a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the***

City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

3) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $648.20. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Christopher White-Spunner
3207 International Drive
Suite G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Commission decided to holdover the application to the September 1, 2022, meeting to allow the applicant time to obtain authorization from the owner of the adjacent land-locked parcel.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District , however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002133-2022

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

White-Spunner Realty — Name

chris@white-spunnerrealty.com — Email

3201 Dauphin Street, Suite A Mobile, AL 36606 — Full Address (Street, City, State, Zip)

(251) 471-1000 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

see attached "LIST OF OWNERS" — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

2104 Garmon's Lane — Property Address

see attached "PARCEL NUMBERS" — Parcel Number

98,033 Sq.Ft. or 2.25+/- Acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

see attached "LIST OF OWNERS"

Applicant Signature _____ Date _____

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

see attached "LIST OF OWNERS"

Applicant Signature _____ Date _____

Application Submission
Contact Information

Name of Project: Cottage Village Shopping Center Subdivision

Address: 5011-5133 Cottage Hill Road

Owner: See Attached "LIST OF OWNERS"

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: White-Spunner Realty

Address: 3201 Dauphin Street, Suite A Mobile, AL Zip Code: 36606

Phone: (251) 471-1000 Fax: _____ Email: chris@white-spunnerrealty.om

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams, Inc.

Address: 3207 International Drive, Suite G Mobile, AL Zip Code: 36606

Phone: (251) 476-4720 Fax: (251) 476-4721 Email: dwhitt@mcwinc.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Laura M. Davis — Laura M. Davis

Signature — Print

07/15/2022 — draftsman/McCrory & Williams

Date — Affiliation to project/Organization

Narrative:
THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.
THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THE OWNERS BELIEVE THIS TENANT WILL BE AN ASSET TO THE AREA AND THE ADDITIONAL PROPERTY TO THE SOUTH WILL HELP WITH ACCESS TO UNIVERSITY BOULEVARD AND POSSIBLY DRAINAGE. THEY ARE REQUESTING

COTTAGE VILLAGE SHOPPING
CENTER SUBDIVISION

LIST OF OWNERS

WHITE-SPUNNER REALTY IS AUTHORIZED TO REPRESENT ME IN THE SUBMITTAL OF "COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION" APPLICATIONS TO

CITY OF MOBILE PLANNING COMMISSION.

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

William M. Lyon, Jr.
William M. Lyon, Jr. (Jul 15, 2022 15:25 CDT)

WILLIAM M. LYON, JR
(251) 490-4446

DATE: 7-15-22

B. WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

Cottage Village SC Owners

Final Audit Report 2022-07-15

Created:	2022-07-15
By:	Front Desk (frontdesk@white-spunnerrealty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz-9xd5x4HekOz9XQZnvfsy2oSYhcpqyn

"Cottage Village SC Owners" History

Document created by Front Desk (frontdesk@white-spunnerrealty.com)
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Document emailed to bj@lyonlawpc.com for signature
2022-07-15 - 8:12:19 PM GMT

Email viewed by bj@lyonlawpc.com
2022-07-15 - 8:28:38 PM GMT- IP address: 100.21.157.149

Document e-signed by William M. Lyon, Jr. (bj@lyonlawpc.com)
Signature Date: 2022-07-15 - 8:29:26 PM GMT - Time Source: server- IP address: 45.17.96.64

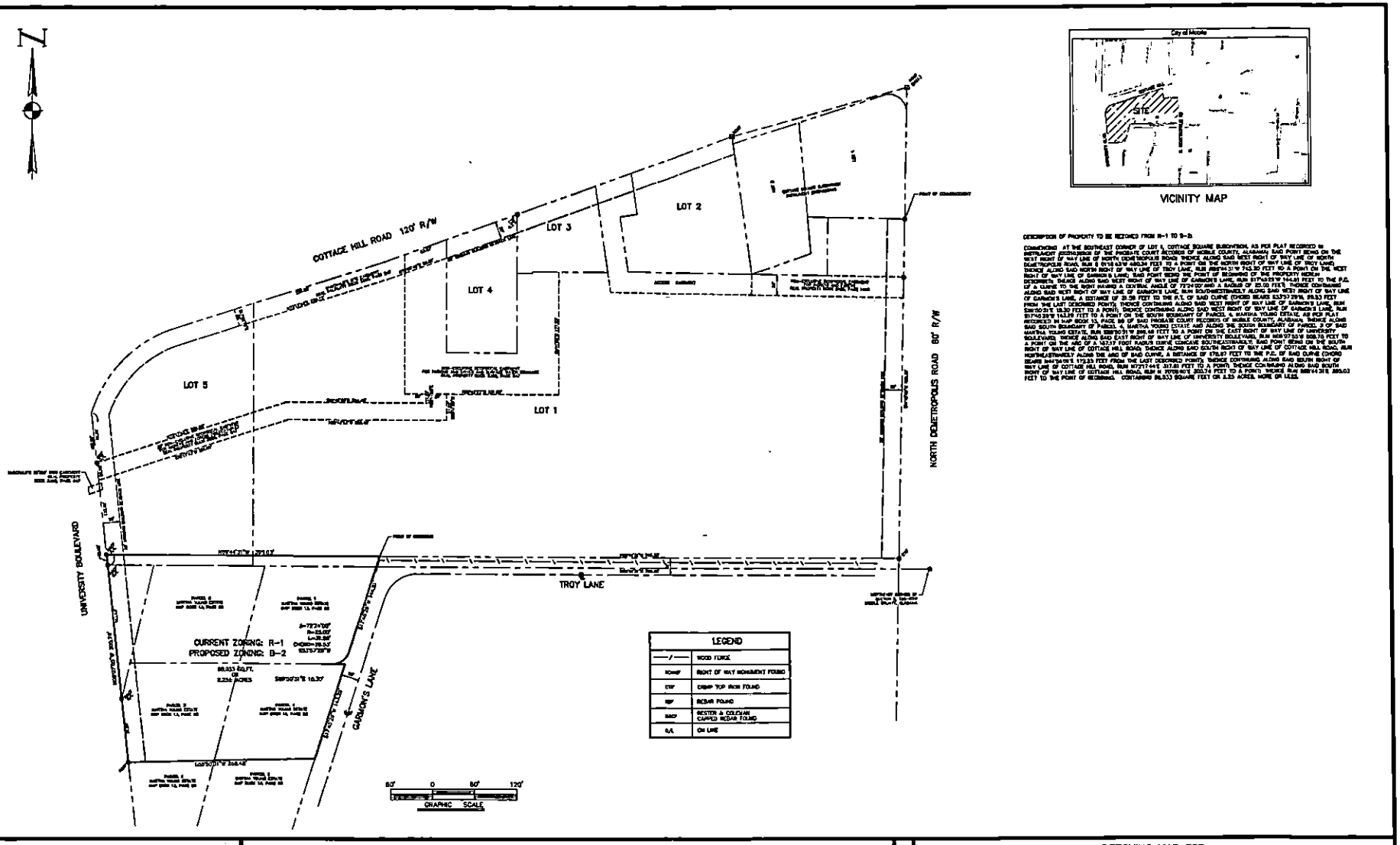
Agreement completed.
2022-07-15 - 8:29:26 PM GMT

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 300.74 FEET TO A POINT; THENCE RUN S89°44'31"E 395.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98,033 SQUARE FEET OR 2.25 ACRES, MORE OR LESS.



DESCRIPTION OF PROPERTY TO BE REZONED FROM R-1 TO B-2:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2007290000 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°19'10"W 499.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°54'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARDNER'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S17°40'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°41'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, A DISTANCE OF 31.71 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°51'29"W, 29.63 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S90°00'29"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S17°40'29"W 143.94 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 88 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 2 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"E 899.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N00°07'50"E 808.76 FEET TO A POINT ON THE ARC OF A 1457.27 FOOT RADIUS CURVE (CONCAVE SOUTHEASTERLY); SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 173.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°34'05"E 173.77 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 89°44'31"E 265.03 FEET TO THE POINT OF BEGINNING. CONTAINING 86,933 SQUARE FEET OR 2.00 ACRES, MORE OR LESS.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcwinc.com

REVISION

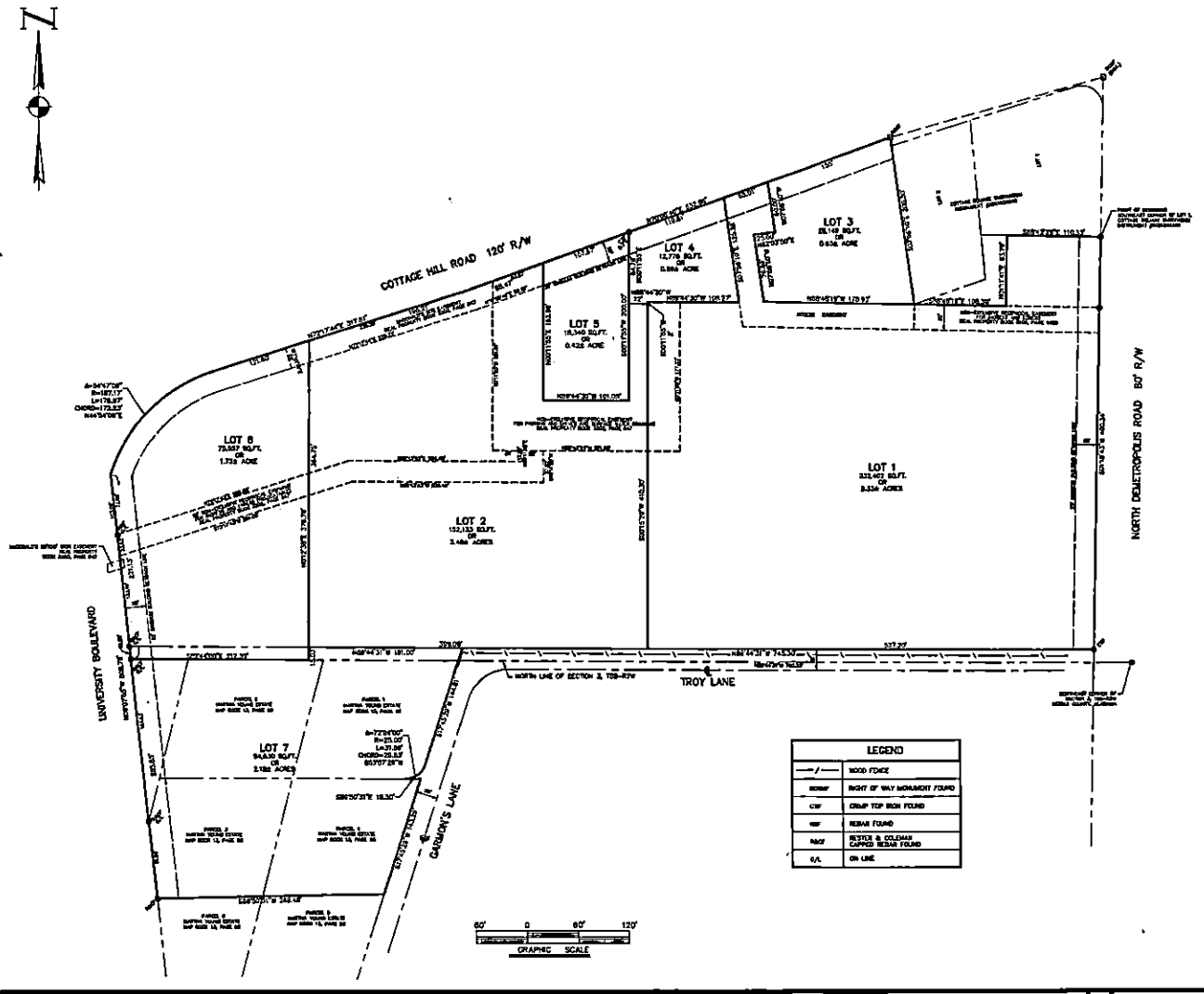
W1333-2076

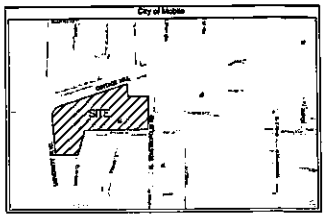
REZONING MAP FOR
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 18, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W1333-2076 COTTAGE VILLAGE SC - REZ.M REZ.dwg





VICINITY MAP

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021095308 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°16'43"W FOR 1181.70 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W FOR 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°45'29"W FOR 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°34'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 34.06 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S23°57'29"W, 29.83 FEET) FROM THE LAST RECITED POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S59°30'31"E FOR 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°43'29"W FOR 143.28 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 38 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°30'31"E FOR 260.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N00°37'10"E FOR 1016.70 FEET TO A POINT ON THE ARC OF A 197.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N64°08'18"E 172.83 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°27'14"E 217.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°06'46"E 532.99 FEET TO A POINT; THENCE S01°34'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 209.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; COTTAGE SQUARE SUBDIVISION; THENCE RUN S89°44'31"E, 126.39 FEET TO A POINT; THENCE RUN S01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 3, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 3, COTTAGE SQUARE SUBDIVISION, RUN S89°12'39"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 814,188 SQUARE FEET OR 18.69 ACRES, MORE OR LESS.

STATE OF ALABAMA
COUNTY OF MOBILE

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

KEVIN A. MILLER, PLS — DATE
ALABAMA REGISTRATION NUMBER 14588
NOT VALID WITHOUT ORIGINAL SEAL

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0543 L, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   ZONE X(UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP).
2. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
3. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD83, US SURVEY FEET.

OWNERS:

MCCRWG, LLC
ATTN: BLACKNER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670
AND

WILLIAM H. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1213
MOBILE, AL 36633
AND

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

APPROVED:
MOBILE CITY PLANNING COMMISSION

SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — DATE

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcwinc.com

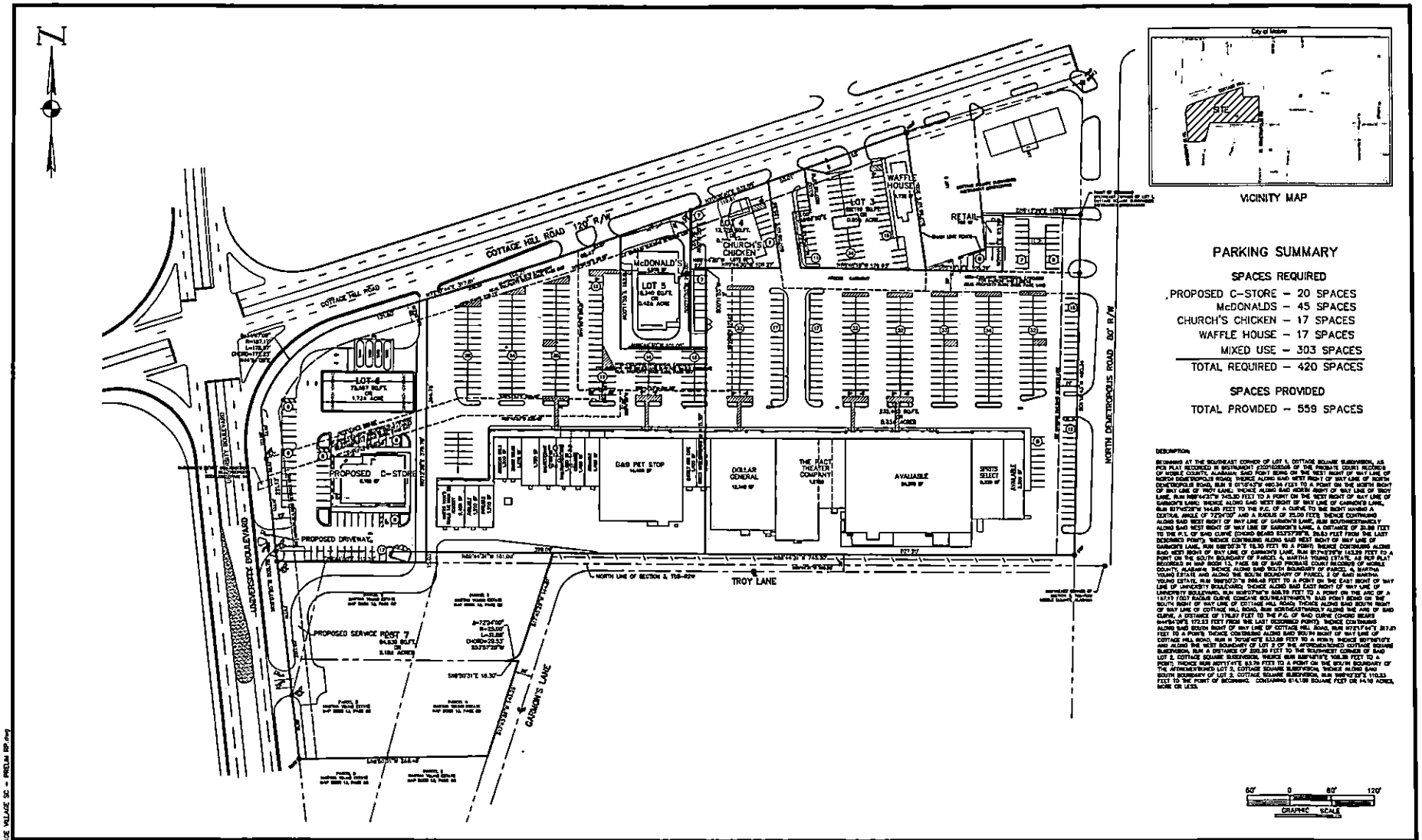
W3352-2075

COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W3352-2075 COTTAGE VILLAGE SC - PRELIM RP.dwg



REVISION	McCrory Williams INCORPORATED Engineers Surveyors	3207 INTERNATIONAL DR., SUITE G MOBILE, ALABAMA 36606 PHONE: (251) 478-4720 FAX: (251) 478-4721 EMAIL: mobile@mcwinc.com	PUD COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: JULY 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W3533-2019 COTTAGE VILLAGE SC - PRELIM SP.dwg

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

WHITE-SPUNNER REALTY
ATTN: CHRIS HARLE
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

NGUYEN THUY KIM ET AL
729 OAK HILL RD
MOBILE, AL 36609

CAGLE FAMILY LLC
C/O BALL RICHARD & ILONA BALL
13842 GABRIEL CT
JACKSONVILLE, FL 32224

CAGLE ALLEN M & MELINDA K
13842 GABRIEL CT
JACKSONVILLE, FL 32224

MAWSS
PO BOX 180249
MOBILE, AL 36618

WAL-MART REAL ESTATE
C/O WAL-MART PROP TAX DEPT
PO BOX 8050
ATTN: 0555
BENTONVILLE, AR 72712

HANCOCK BANK
C/O VEE SERVICES, INC
11700 PRESTON RD, STE 660-#193
DALLAS, TX 75230

CITY OF MOBILE
C/O CITY CLERK OFFICE
205 GOVERNMENT ST
MOBILE, AL 36602

LANIER SARAH B
5070 COTTAGE HILL RD
MOBILE, AL 36609

NGUYEN LAN H
6063 SOUTHBEND DR S
MOBILE, AL 36619

RUSSELL JAMES A & PATRICIA
721 S UNIVERSITY BLVD
MOBILE, AL 36609

SYMAHA LLC
6401 CANEBRAKE RD
MOBILE, AL 36695

NRP LLC
C/O NICHOLE PATRICK
22 EDGEFIELD RD
MOBILE, AL 36608

SEBSTIANI LECY
3255 SPALDING DR
SANDY SPRINGS, GA 30350

SU SIMON M
11544 AUTUMN TERRACE DR
WHITE MARSH, MD 21162

COTTON RICHARD K
PO BOX 383
SARALAND, AL 36571

GARMON CHRISTOPHER
6621 RED MAPLE DR
MOBILE, AL 36618

DINKINS MARY
C/O MICHAEL & TRACY DINKINS
5057 DINKINS DR
MOBILE, AL 36693

ROBINSON GLORIA J & BEATRICE MCDOWELL
600 E CHURCH ST
HAMMOND, LA 70401

GULF CREEK LLC
PO BOX 2903
MOBILE, AL 36652

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36633

MALONE BEAULAH
2106 GARMONS LN
MOBILE, AL 36693

DINKINS LONNIE
5057 DINKINS DR
MOBILE, AL 36693

CARTER JULIA LEE & PAUL
2115 GARMONS LN
MOBILE, AL 36693

JONES SHEDRICK & DORIS L
2124 COOKES LN
MOBILE, AL 36693

WALKER TONYA MARQUETTA & JEROME M YELDING
5012 COTTAGE HILL RD
MOBILE, AL 36609

MCCORD RAPUNZELL NORWOOD
5016 COTTAGE HILL RD
MOBILE, AL 36609

SAMUELS SHNNON
712 MERRITT DR
MOBILE, AL 36609

COOKE FLORENCE MAE & VICTORIA
GARMON HOLMES
2100 COOKES LN
MOBILE, AL 36609

CAPPS GERALD & GLORIA
11100 HOWELLS FERRY RD
SEMMES, AL 36575

HED PROPERTIES LLC
34182 FARRINGTON LN
SPANISH FORT, AL 36527

DIALS HELEN
9947 SUMMER WOODS CT
MOBILE, AL 36695

AKERBLOOM RUSSEL C
5008 COTTAGE HILL RD
MOBILE, AL 36609

EDWARDS SARAH B, A LIFE EST
7840 TERRY DR
MOBILE, AL 36695

BUSBY ADRIENNE S
721 YNESTRA DR
MOBILE, AL 36609

PARKER GARY HEUSTIS & ALESIA
MCNEIL
2605 CHARLOTTE OAKS DR
MOBILE, AL 36609

MCCLANTOC LAWRENCE EDWARD
JR
5705 POST OAK CT
MOBILE, AL 36609

DEMEREE-HANEY INC
1629 ABBEYWOOD DR
MOBILE, AL 36695

COOKE GEORGE DOUGLAS ET AL
2128 COOKES LN
MOBILE, AL 36693

LEE ORIA SCOTT III ET AL
2124 COOKES LN
MOBILE, AL 36693

GARRETT KENYETTA KAVATA
6405 TRENT CREEK DR
RUSKIN, FL 33573

SMITH SHANITA D & ETTA M
SMITH & FRANK SMITH
2110 GARMON'S LN
MOBILE, AL 36693

DINKINS LAREL ET AL
4028 COTTAGE HILL RD
MOBILE, AL 36609

COOKE SUSIE A
2112 COOKES LN
MOBILE, AL 36693

ABSTON NATHANIEL JR
1439 AFTERNOON SUN RD
MATTHEWS, NC 28104

SAMPSON JOSEPH SR & MARY E
C/O CHRISTINE SAMPSON
PO BOX 91054
MOBILE, AL 36691

BAILEY SHERMEKA SHANTAE
2117 GARMONS LN
MOBILE, AL 36693

SAMPSON CHRISTINE
PO BOX 91054
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COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

B CO
PO BOX 7475
MOBILE, AL 36670

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: September 1, 2022

NAME White-Spunner Realty

SUBDIVISION NAME Cottage Village Shopping Center Subdivision

LOCATION 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

CITY COUNCIL DISTRICT District 4

PRESENT ZONING R-1, Single-Family Residential District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 7 Lots / 14.0± Acres

CONTEMPLATED USE Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT None provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run

with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Revised for the September 1, 2022 meeting:

This application was heldover by the Planning Commission at its August 18th meeting in order to have the applicant obtain authorization from the owner(s) of an adjacent land-locked parcel. Since that meeting, legal counsel has reviewed the applications more closely, and determined that due to the fact that access to the land-locked parcel will not be altered, the applications may proceed as proposed without the authorization previously requested.

The site has been given a Neighborhood Center – Suburban (NC) and Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Neighborhood Center - Suburban
This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:
- *NC should support a limited amount of commercial employment*
- *NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.*
- *The residential density in NC designations –ranging from 4 to 10 dwelling units per acre — must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.*
- *The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.*
- *The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.*

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

- *NC in **suburban** contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).*

Low Density Residential
This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The

presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Cottage Hill Road, Demetropolis Road, North Demetropolis Road, Dinkins Drive, and Garmons Lane. Cottage Hill Road is a minor arterial street, which should have a minimum right-of-way of 100-feet; the preliminary plat depicts an existing right-of-way of 120-feet, making no dedication necessary. Demetropolis Road (incorrectly identified on the plat as University Boulevard) is a principal arterial street, which should have a right-of-way of 100-feet; the preliminary plat does not provide the existing right-of-way, therefore dedication to provide 50-feet from the centerline of Demetropolis Road may be appropriate. North Demetropolis Road is a minor street with no curb and gutter, and should have a minimum right-of-way of 60-feet; the preliminary plat depicts an existing right-of-way of 80-feet, making no dedication necessary. Dinkins Drive (incorrectly identified on the plat as Troy Lane) and Garmons Lane are both minor streets with curb and gutter, which should both have rights-of-way of 50-feet; the preliminary plat does not provide the right-of-way width for either street, therefore, if approved, dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane should be required. Furthermore, dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations should be required, if approved.

The proposed lot sizes are provided in square feet and acres, and all lots comply with minimum lot area standards. If approved, the lots sizes should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Cottage Hill Road, North Demetropolis Road, and Demetropolis Road, but not Garmons Lane or Dinkins Drive. If approved, the Final Plat should depict the 25-foot minimum building setback line along all street frontages, adjusted for any required dedication(s).

There are several access easements throughout the development, as well as a drainage easement. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the approval of the easement holder.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The applicant states:

> *THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.*
>
> *THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THEY ARE REQUESTING A PUD APPROVAL TO ALLOW MULTIPLE BUILDINGS TO USE THE SHOPPING CENTER FOR SHARED ACCESS AND PARKING.*

The site plan submitted shows existing developments on the proposed Lots 1-5, with a new gas station on proposed Lot 6, and a new (private) service road on the proposed Lot 7. A bank building currently occupies proposed Lot 6, but is proposed to be demolished.

No information was submitted regarding requesting a unique sign package, but the site plan shows that the existing McDonald's on proposed Lot 5 has an off-site sign easement, which appears to

mostly be located in the right-of-way along Demetropolis Road, next to proposed Lot 6. This easement was recorded in 1987 prior to the adoption of the current City of Mobile sign regulations. It should be noted that there is currently no signage located in this easement; as such, it is recommended that this easement be vacated. All existing non-conforming signage may be allowed to remain on-site until such a time as the existing sign cabinets are removed.

The site plan submitted states that a total of 420 parking spaces are required for the entire development, and 559 are available. It should be noted that due to the proposed Lot 5 being an entirely new development, a photometric site plan will be required at the time of permitting. Furthermore, Lot 5 will need to be brought into full compliance with tree planting and landscape area requirements. Proposed Lot 7 is only depicted as having a service road at this time, but at such a time as it is developed with either a structure, parking, or both, full compliance will be required at the time of development. Also, a revised PUD will be required for the future development of Lot 7.

There are several existing dumpsters depicted on the site plan as well as a new dumpster for the proposed development of Lot 5. It appears there may be additional existing dumpsters behind the shopping center that are not depicted on the site plan. If approved, all existing dumpsters on the site should be identified as existing dumpsters, and any new dumpsters should include a note stating that they will have compliant enclosures and sanitary sewer connections.

The site is bounded to the North across Cottage Hill Road by an R-1, Single-Family Residential District; to the East across North Demetropolis Road, by R-1 property developed as a church; the West across Demetropolis Road by a B-2, Neighborhood Business District; and to the South by R-1 and B-1, Buffer Business Districts.

As stated in Section 64-9 of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The B-2, Neighborhood Business District portion of the site was rezoned from R-A, Residential Agricultural to B-2, Neighborhood Business District in 1972 and 1974. The applicant now wishes to expand the B-2 district to the South, but does not state which of the four conditions exist that make the proposed rezoning necessary and desirable. However, due to the proposed re-development of a portion of the existing development, it could be seen that perhaps changing conditions in the area exist. Furthermore, if the subdivision request is approved, Lot 5 would be split-zoned R-1 and B-2, making rezoning the property necessary and desirable due to the subdivision of land into building sites.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *Revision of the plat to correctly identify North Demetropolis Road (incorrectly identified on the plat as University Boulevard);*
2) *Revision of the plat to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive, per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the plat to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road". C. Add a signature block for the Owner and Notary Public. D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I.*

Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

11) *Placement of a note on the revised plat stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance..);*
12) *Compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.);*
13) *Compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);*
14) *Completion of the rezoning process prior to issuance of building permits; and,*
15) *Full compliance with all other municipal codes and ordinances.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development), because it will allow redevelopment of a portion of an existing commercial development;*
b. *the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations), because shared access between the lots will result in fewer curb cuts to public street frontages;*
c. *the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment), because the proposed project will result in redevelopment of an existing commercial site;*
d. *the proposal promotes the objective of Environment (to preserve and protect as urban amenities the natural features and characteristics of the land), because new tree plantings will be required for the redeveloped lot;*

e. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *Revision of the site plan to correctly identify North Demetropolis Road (incorrectly identified on the site plan as University Boulevard);*
2) *Revision of the site plan to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the site plan to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Provision of a compliant photometric site plan at the time of permitting;*
11) *Revision of the site plan to depict all existing dumpsters on site;*
12) *Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;*
13) *Full compliance with Engineering comments: (1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options. 2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood*

Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.);

14) *Placement of a note on the revised site plan stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
15) *Compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
16) *Compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
17) *Full compliance with all municipal codes and ordinances.*

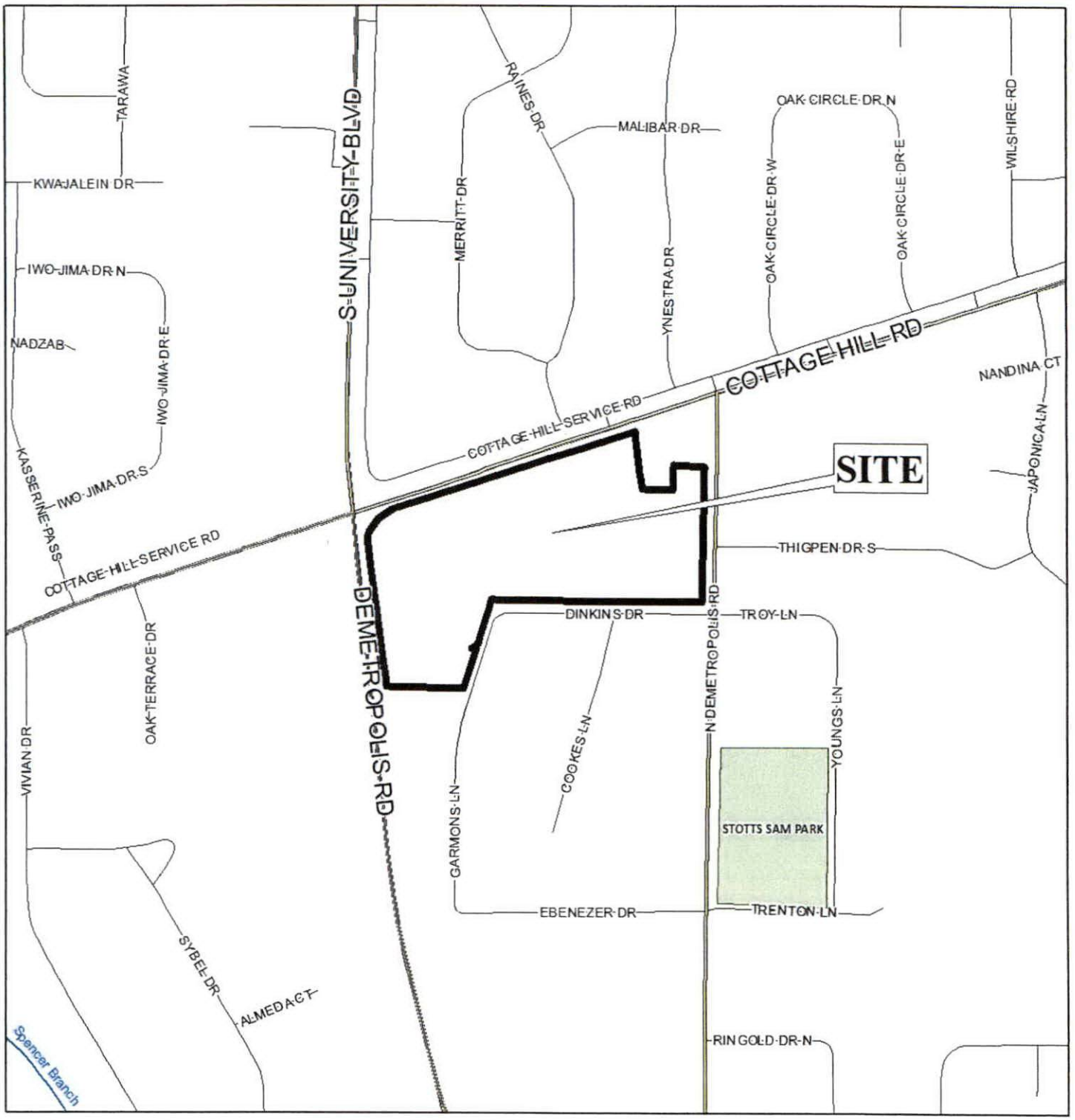
Rezoning: *Based on the preceding, this application is recommended for Approval for the following reasons:*

1) *changing conditions in a particular area make a change in the Ordinance necessary and desirable; and*
2) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process;*
2) *compliance with Engineering comments: (a) Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b) A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e) The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f) The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,*
3) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

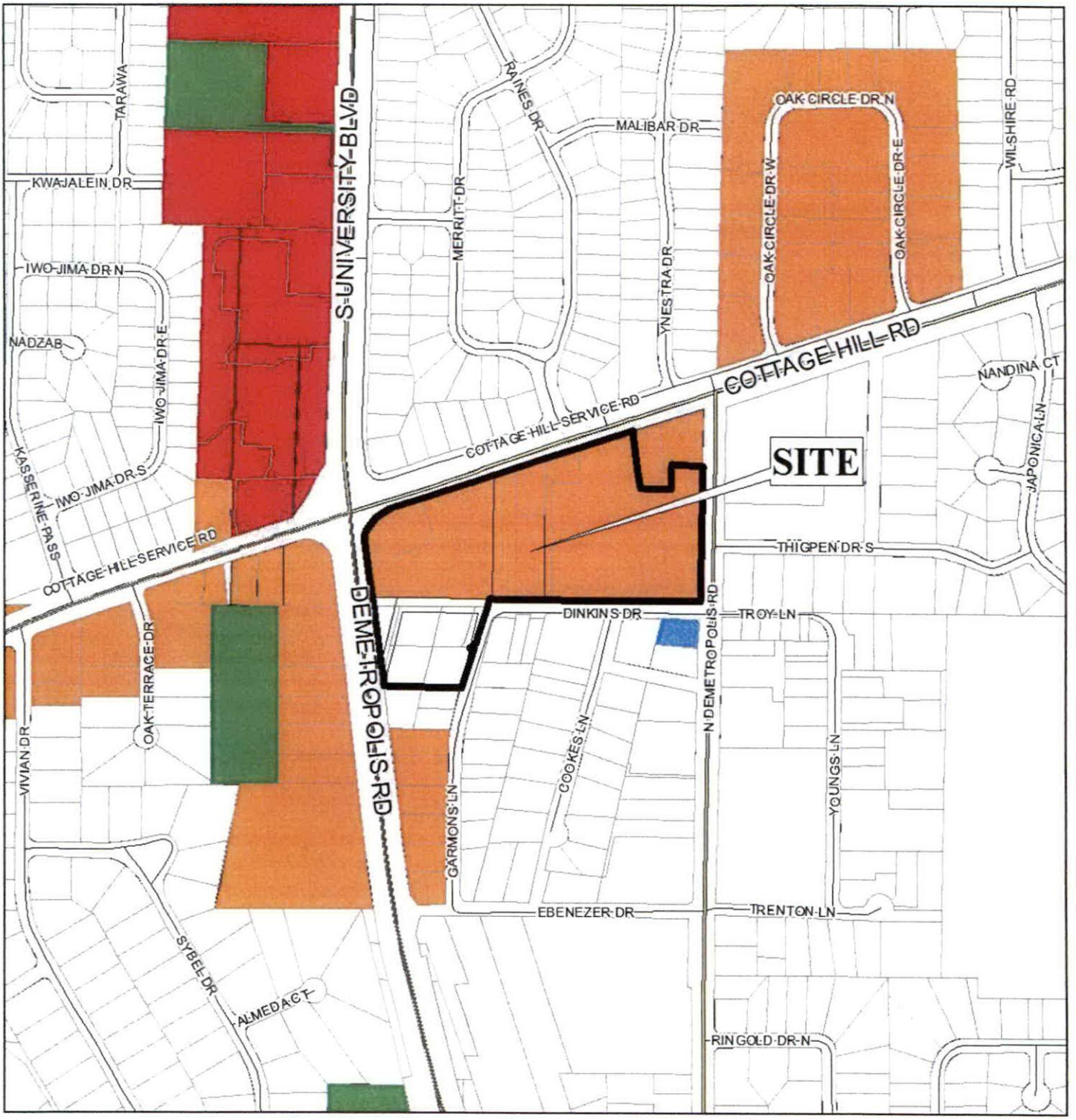
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE September 1, 2022

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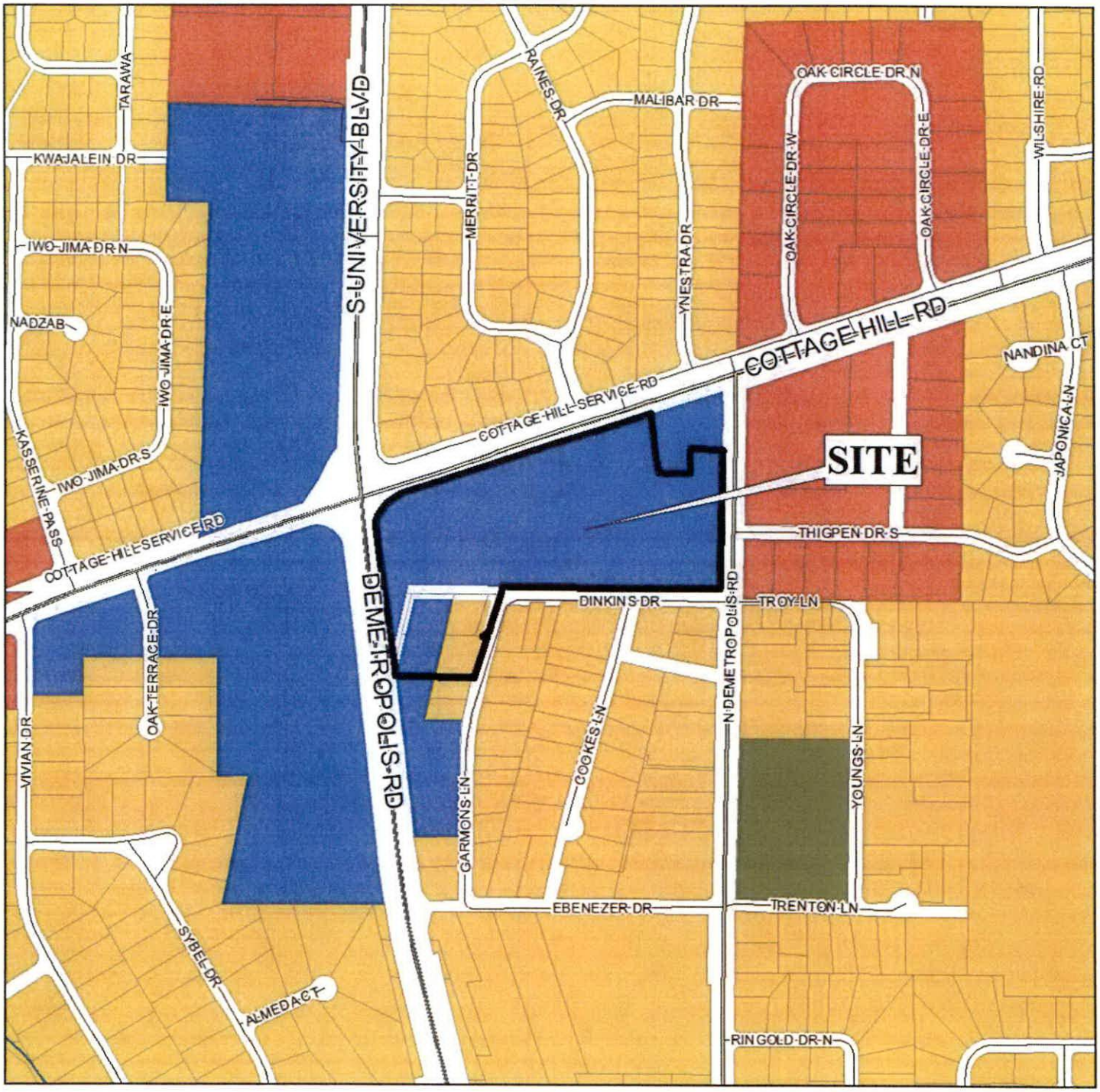
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

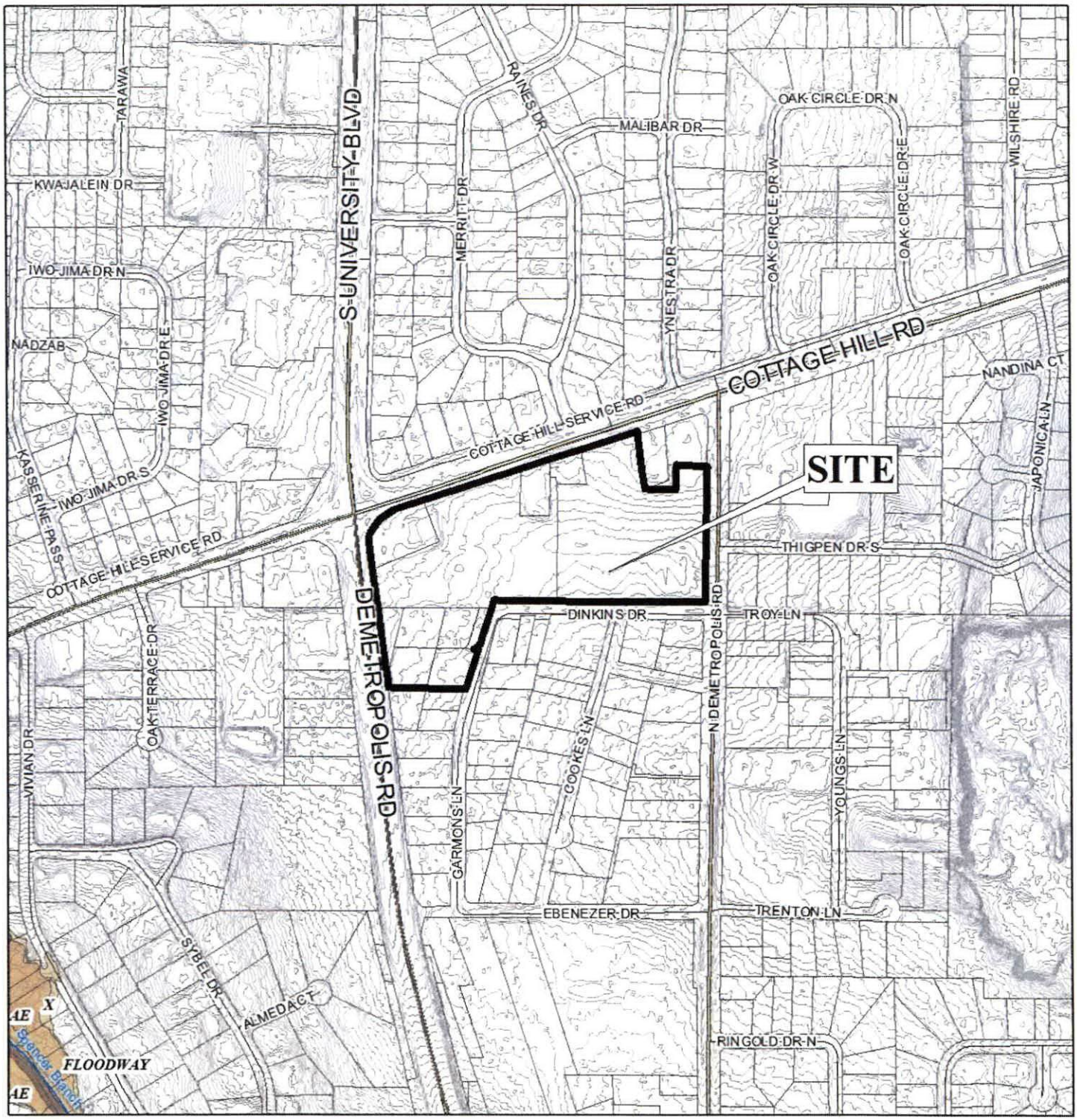
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



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APPLICANT Cottage Village Shopping Center Subdivision

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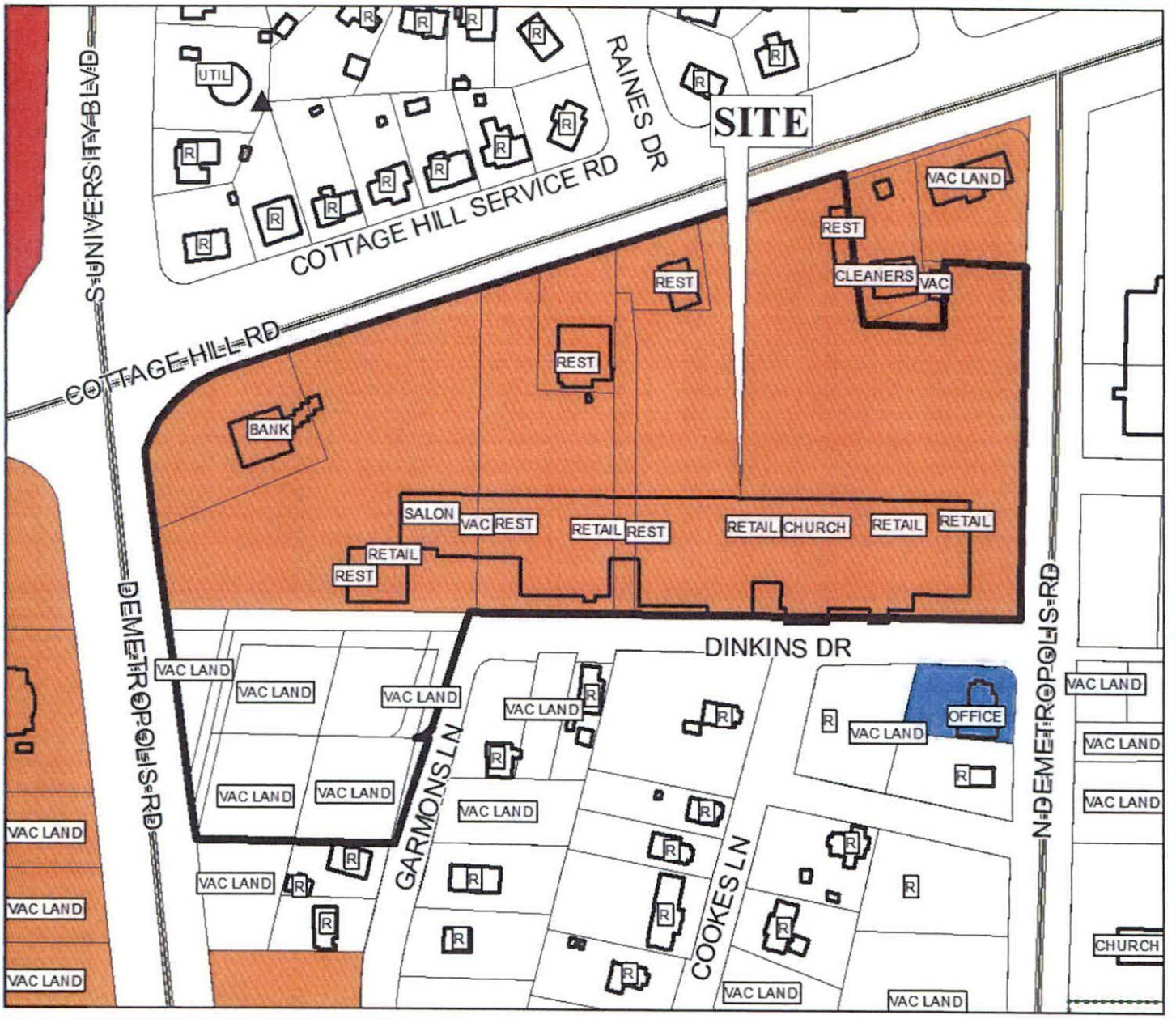
NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

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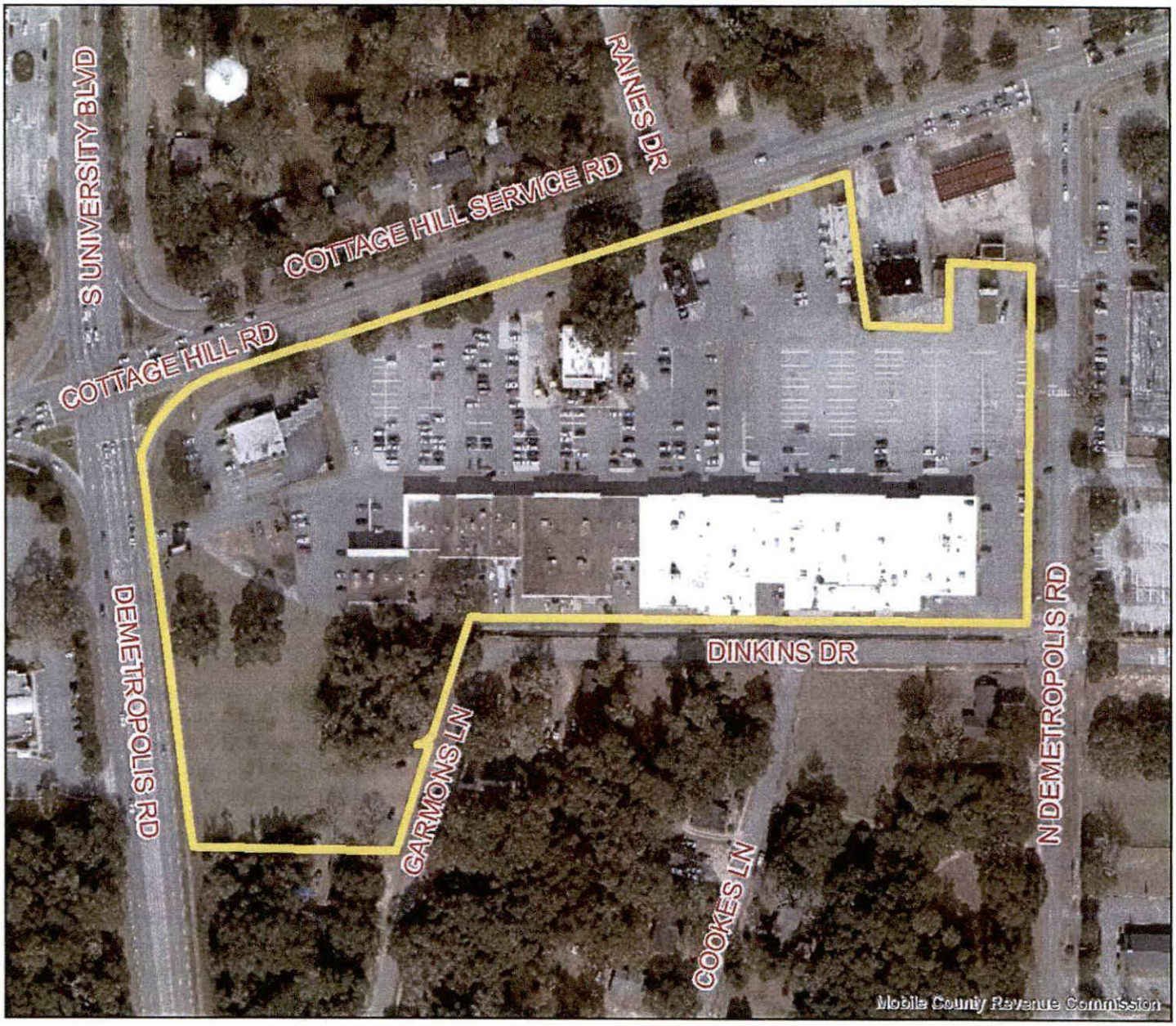
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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APPLICANT Cottage Village Shopping Center Subdivision

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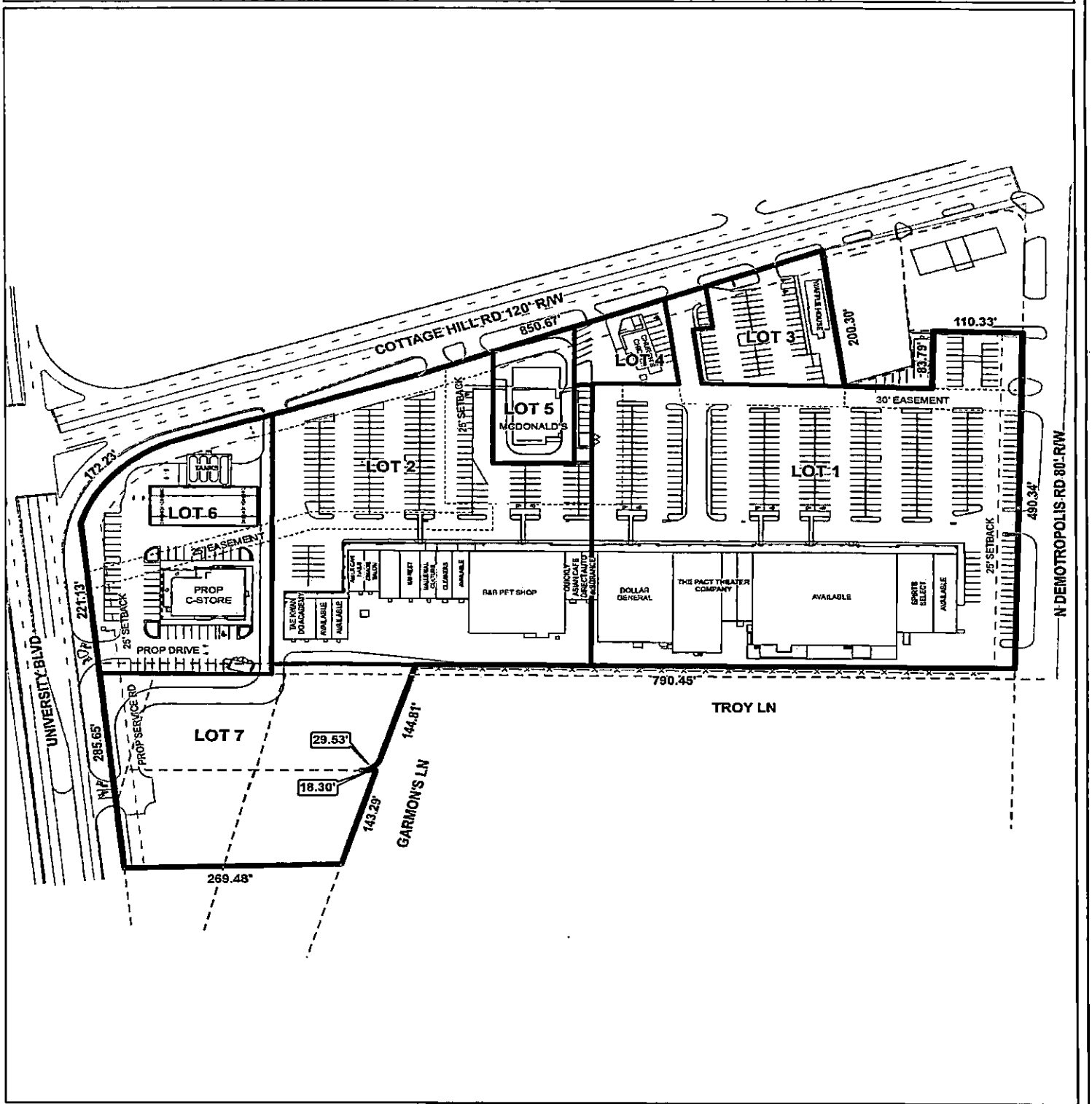
NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

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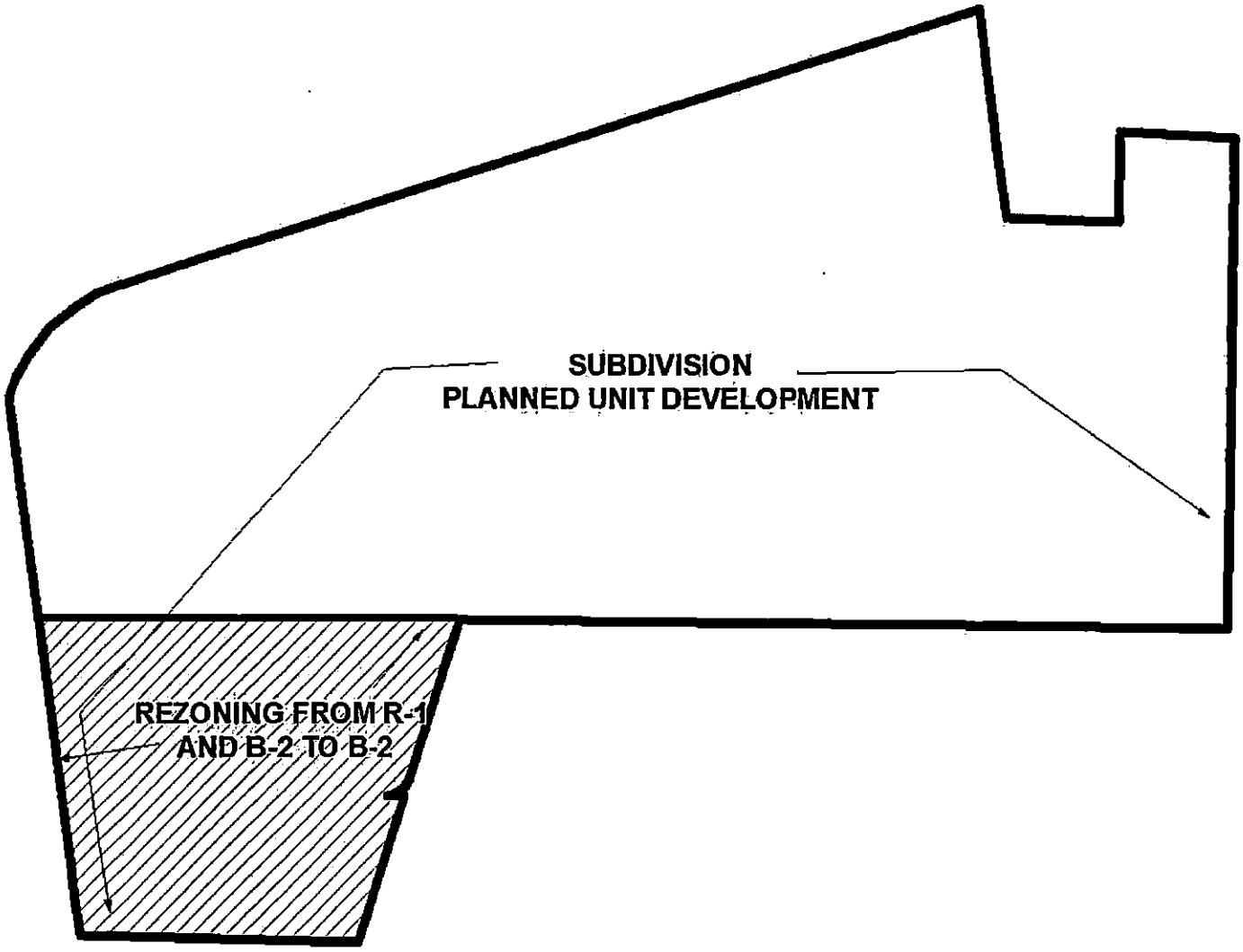
NTS

DETAIL SITE PLAN



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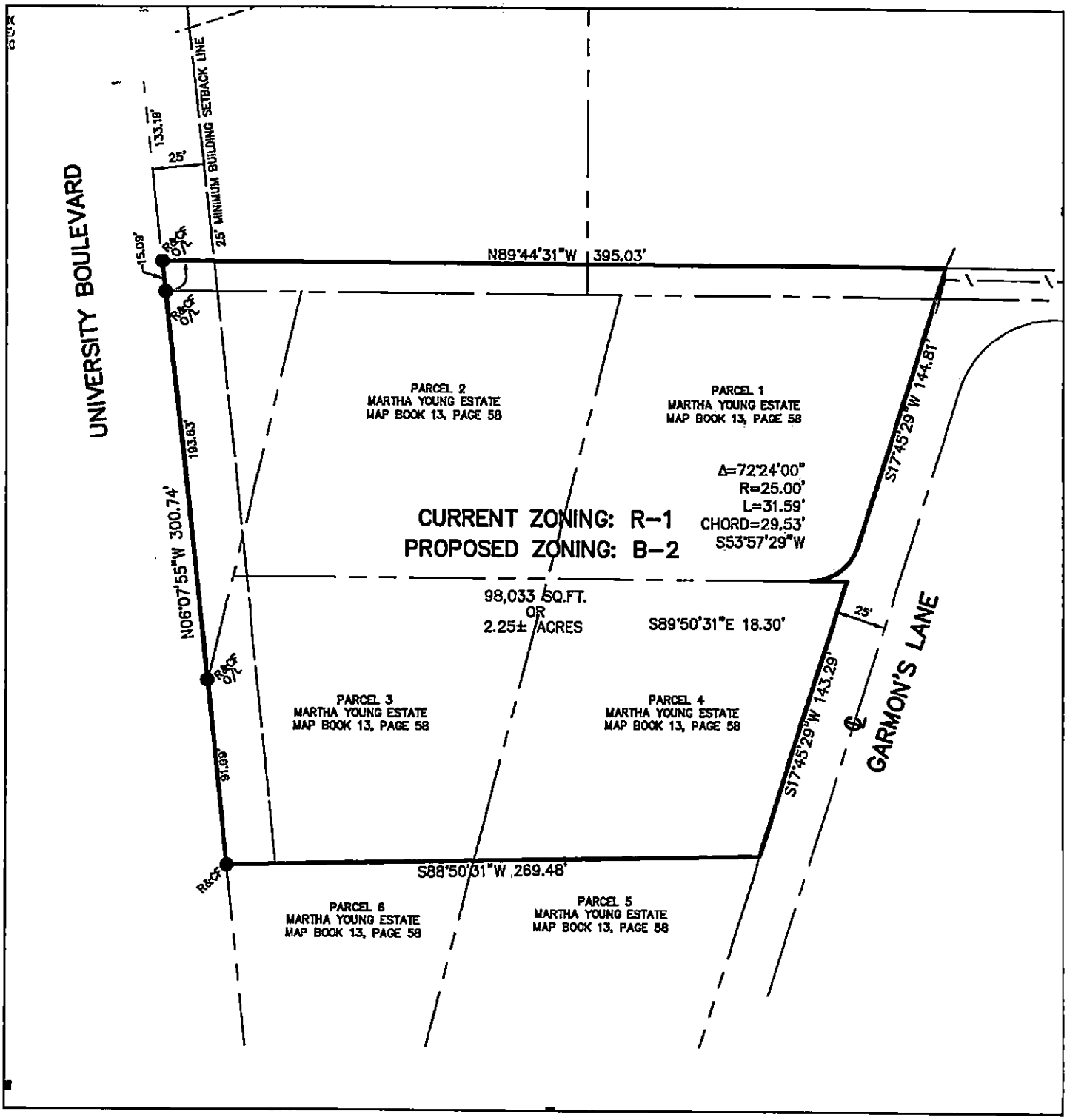

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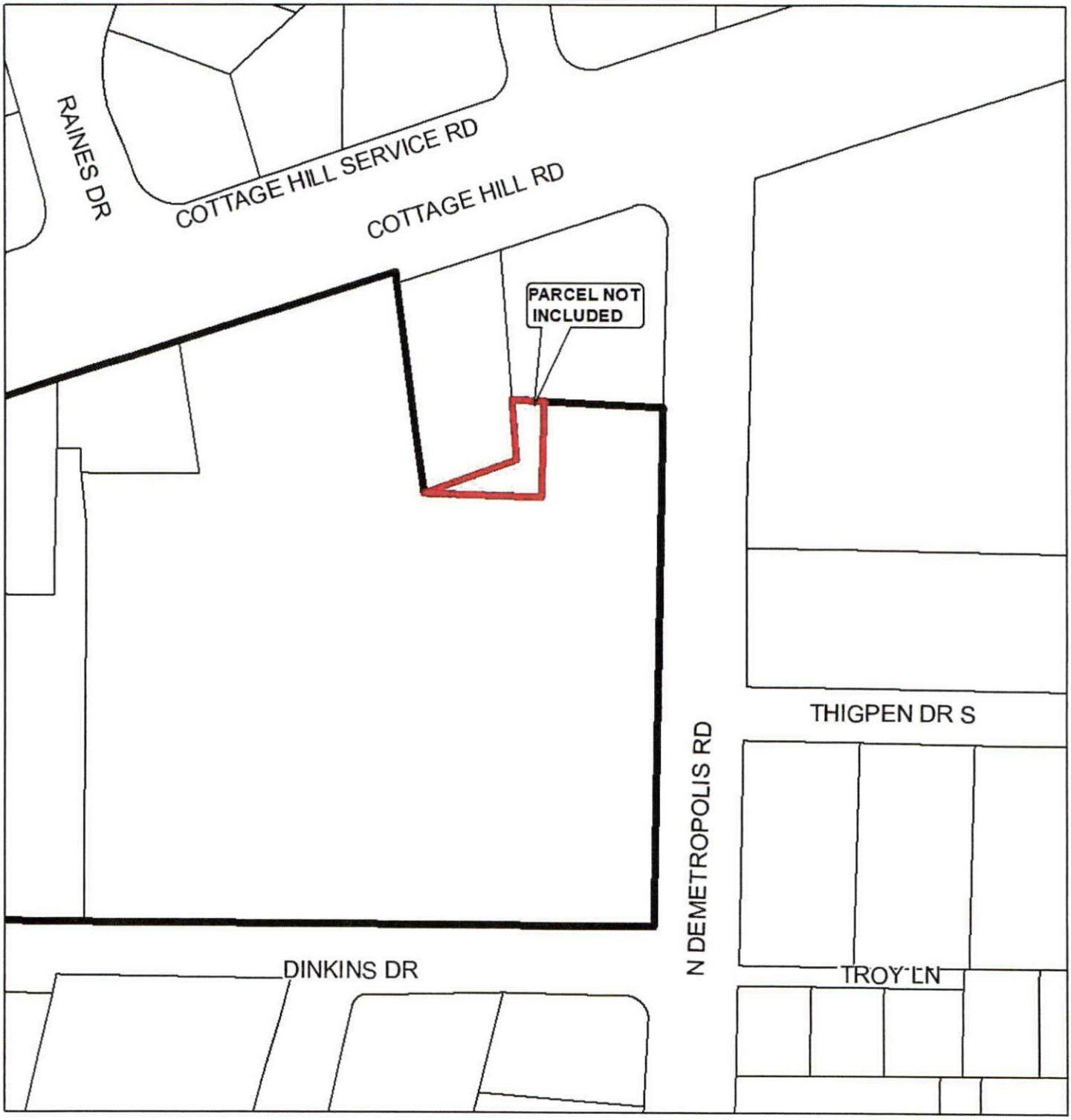

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N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: August 18, 2022

NAME White-Spunner Realty

SUBDIVISION NAME Cottage Village Shopping Center Subdivision

LOCATION 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

CITY COUNCIL DISTRICT District 4

PRESENT ZONING R-1, Single-Family Residential District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 7 Lots / 14.0± Acres

CONTEMPLATED USE Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT None provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning:

a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the

minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

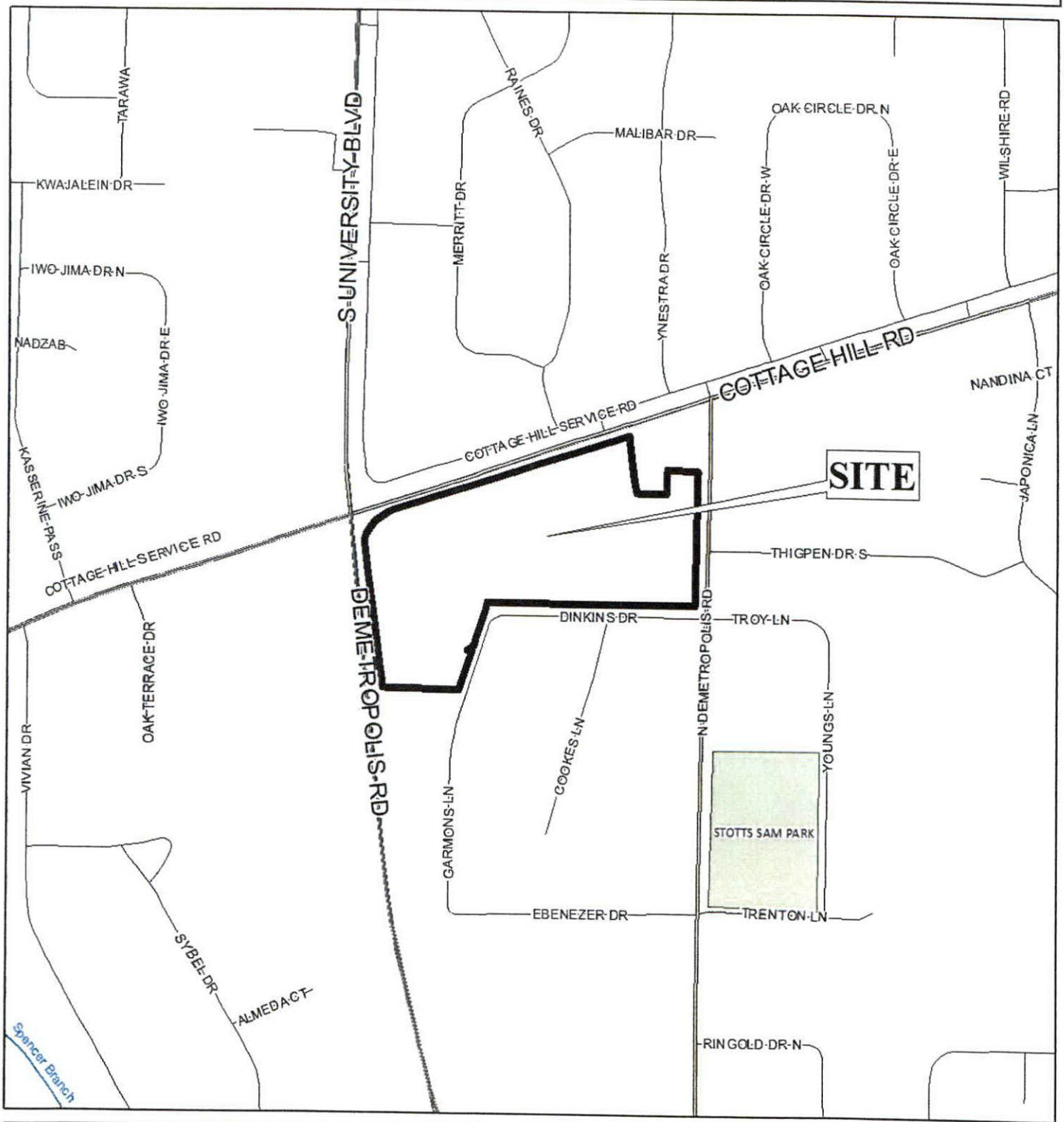
Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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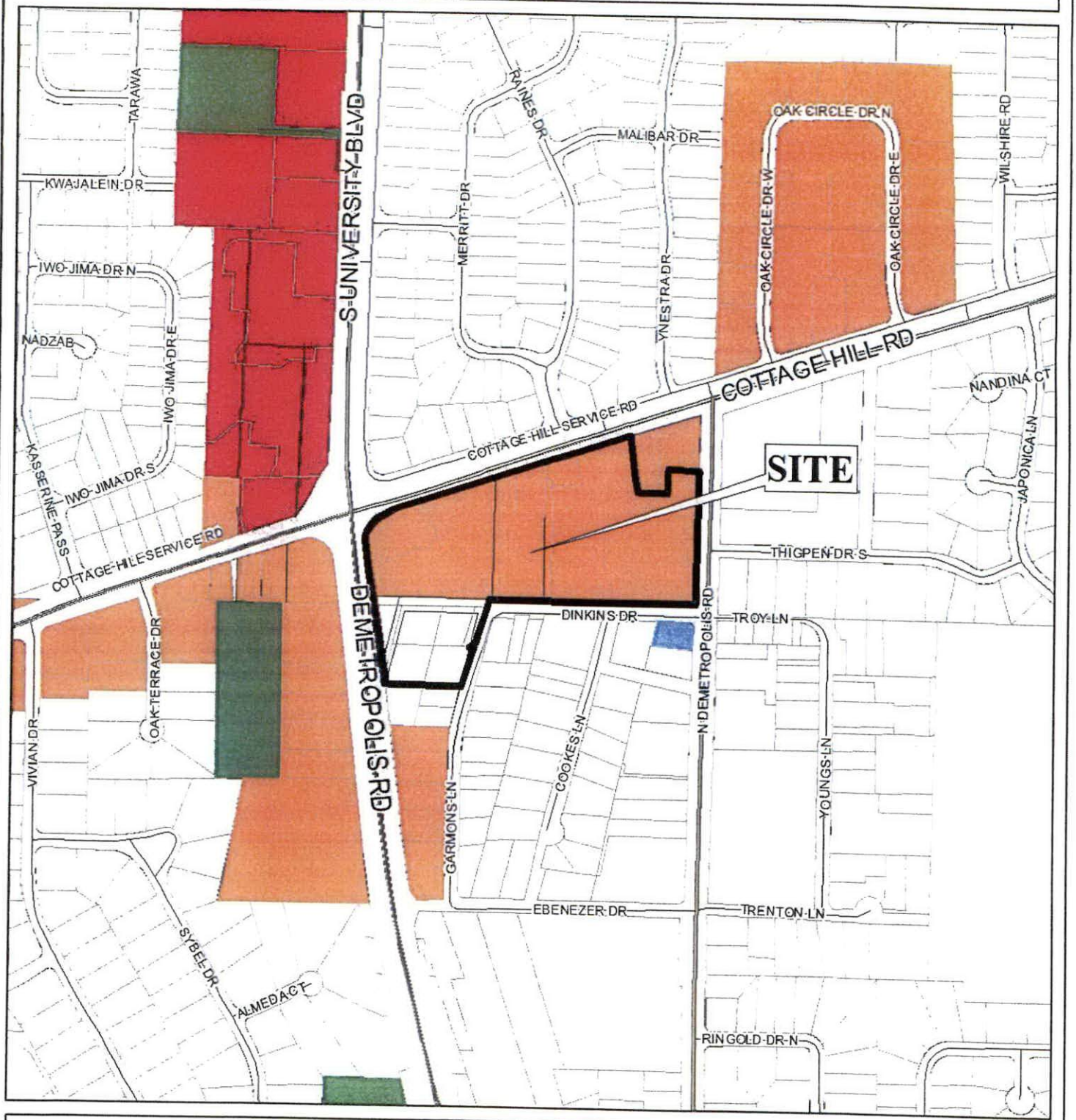
NTS

LOCATOR ZONING MAP



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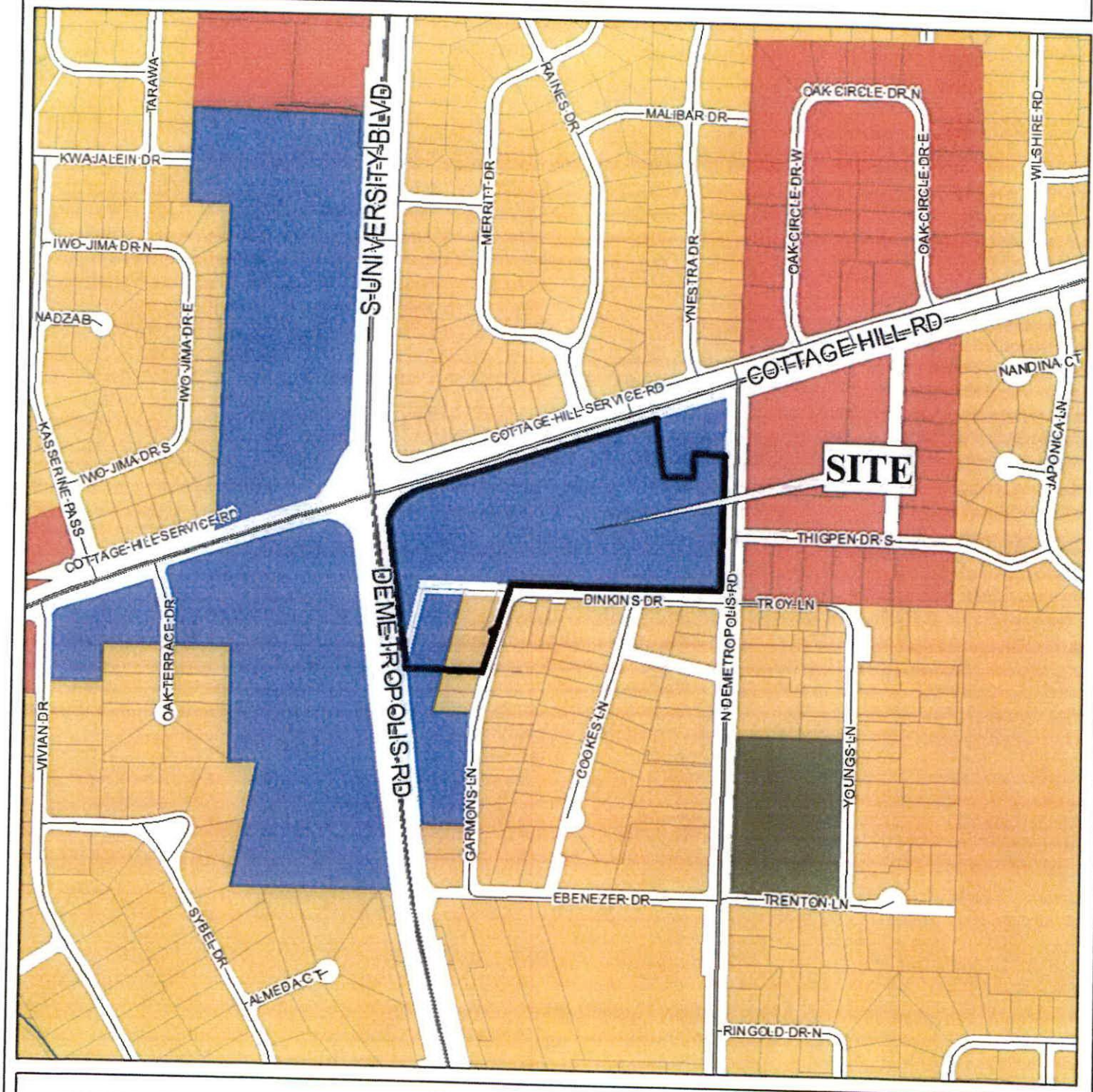
FLUM LOCATOR MAP



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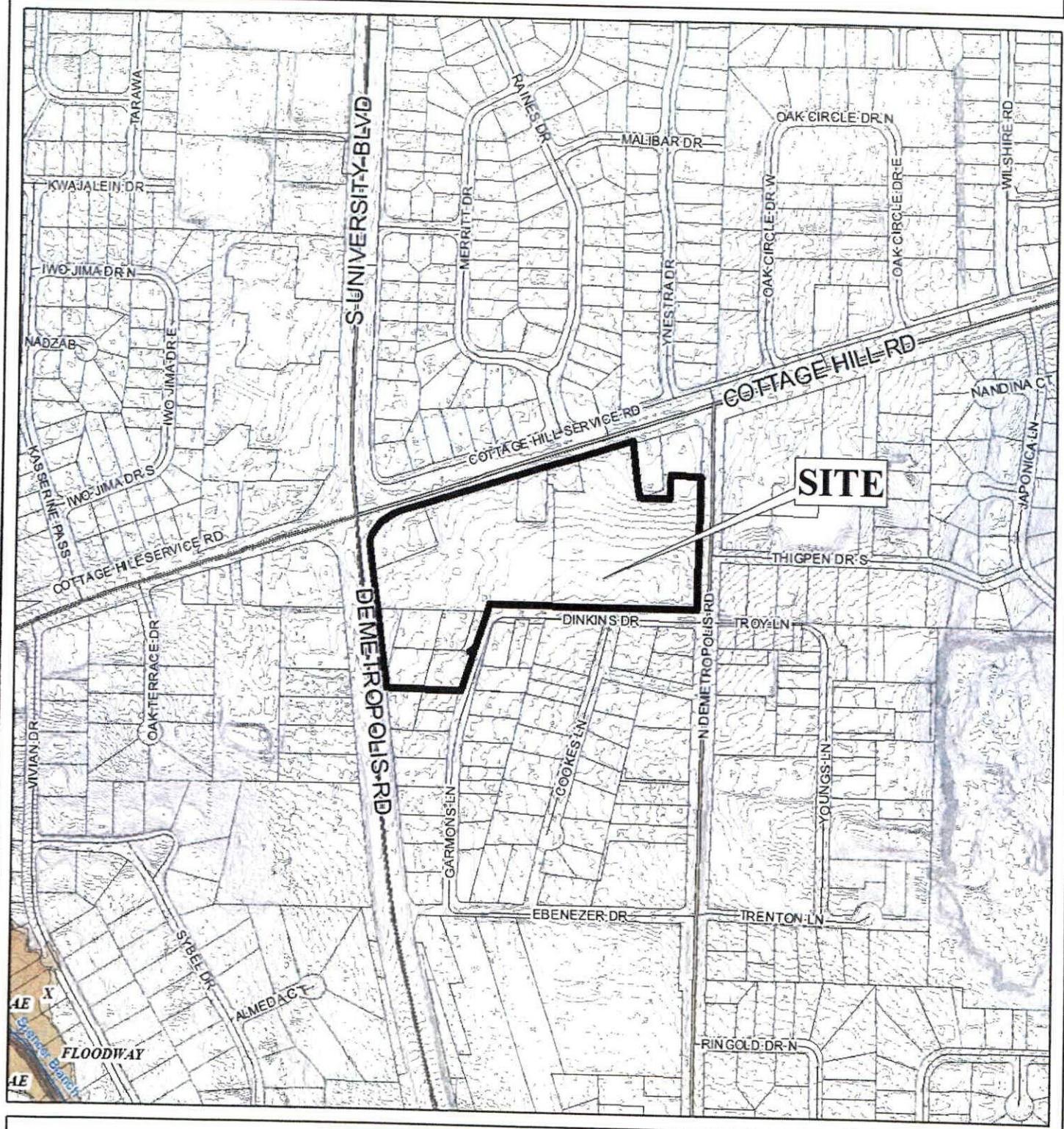
ENVIRONMENTAL LOCATOR MAP



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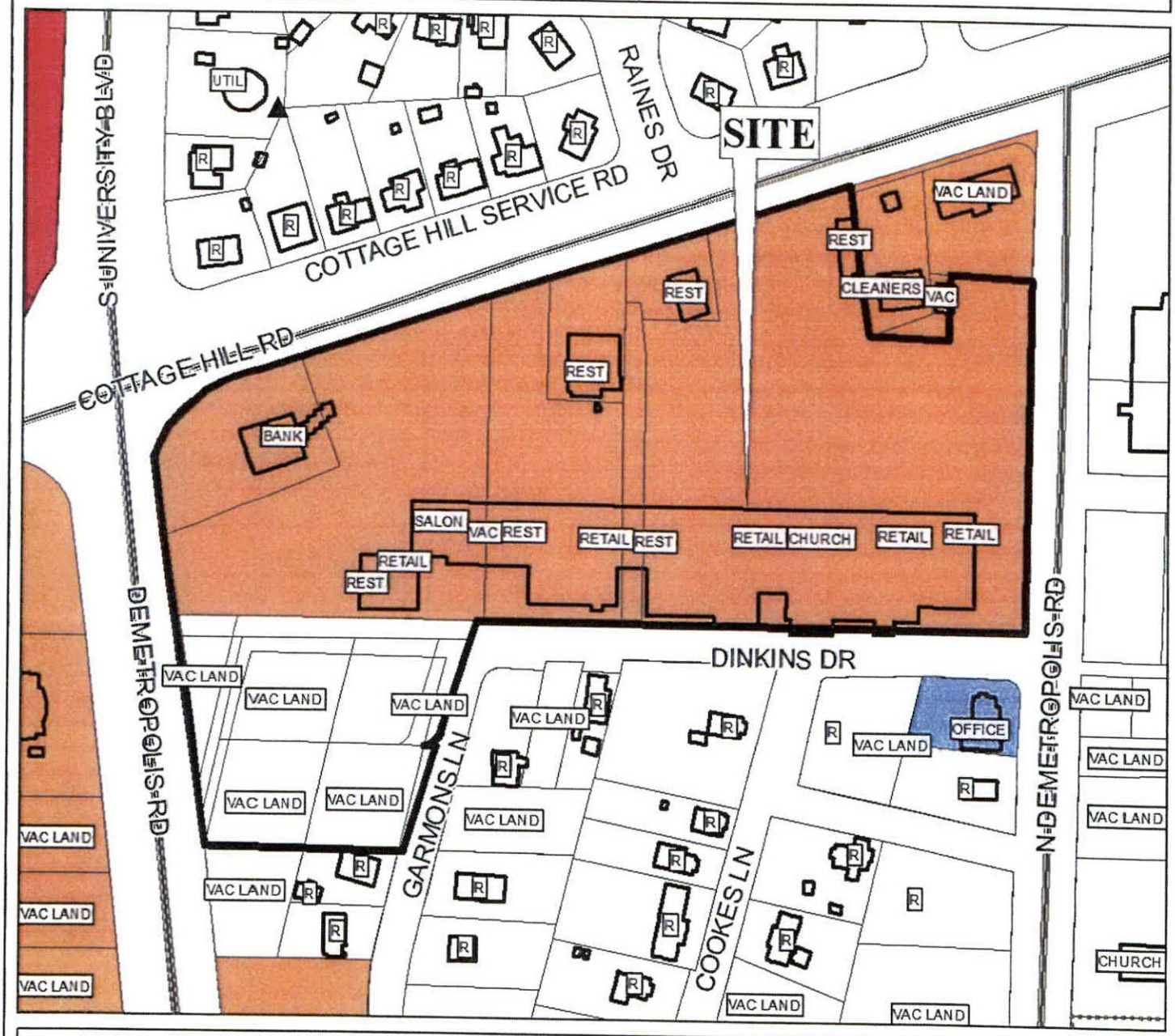
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

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R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2
R-2 H-B LB-2 B-4 I-2 SD T4 T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units to the north and south.

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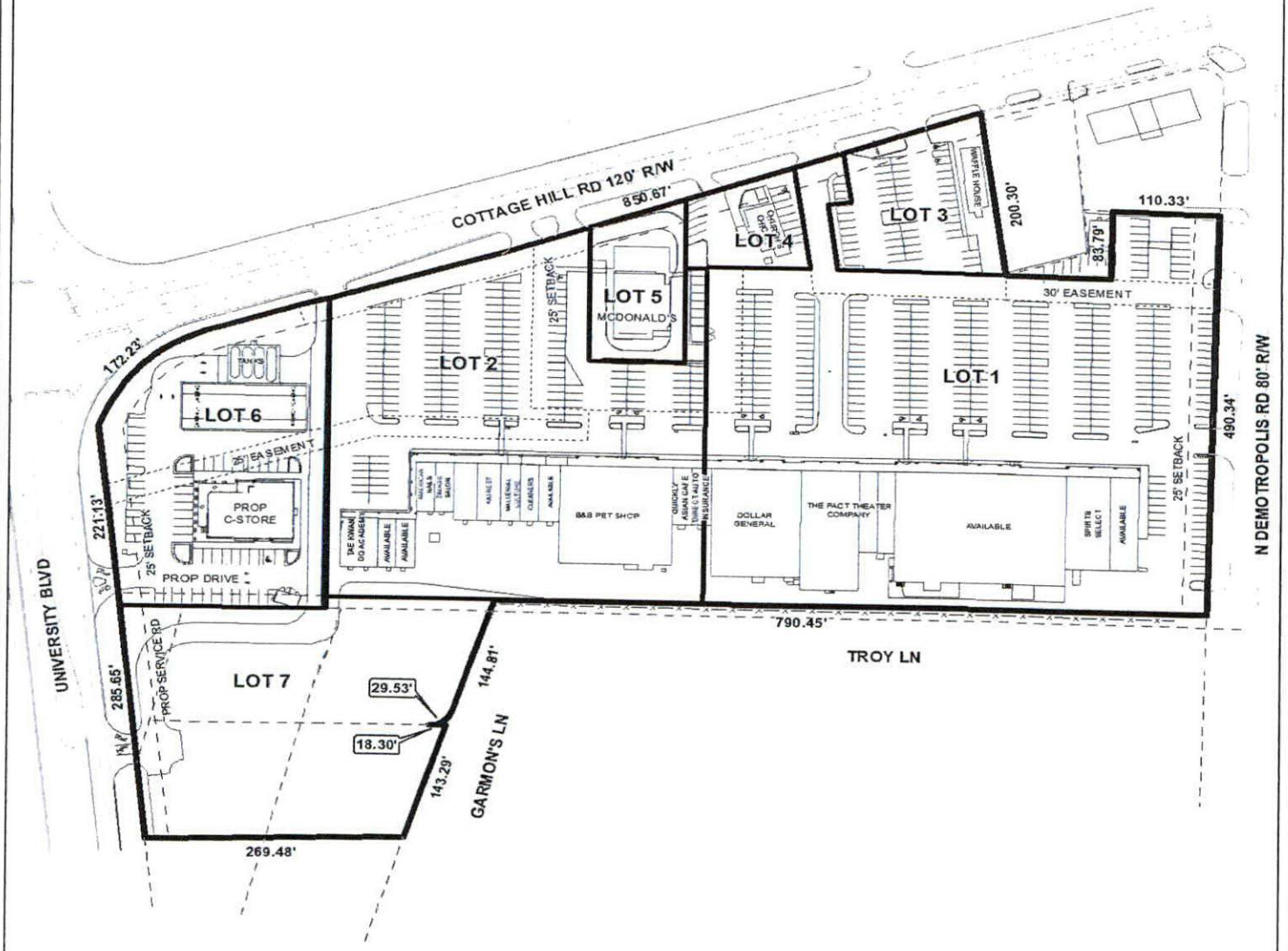
NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

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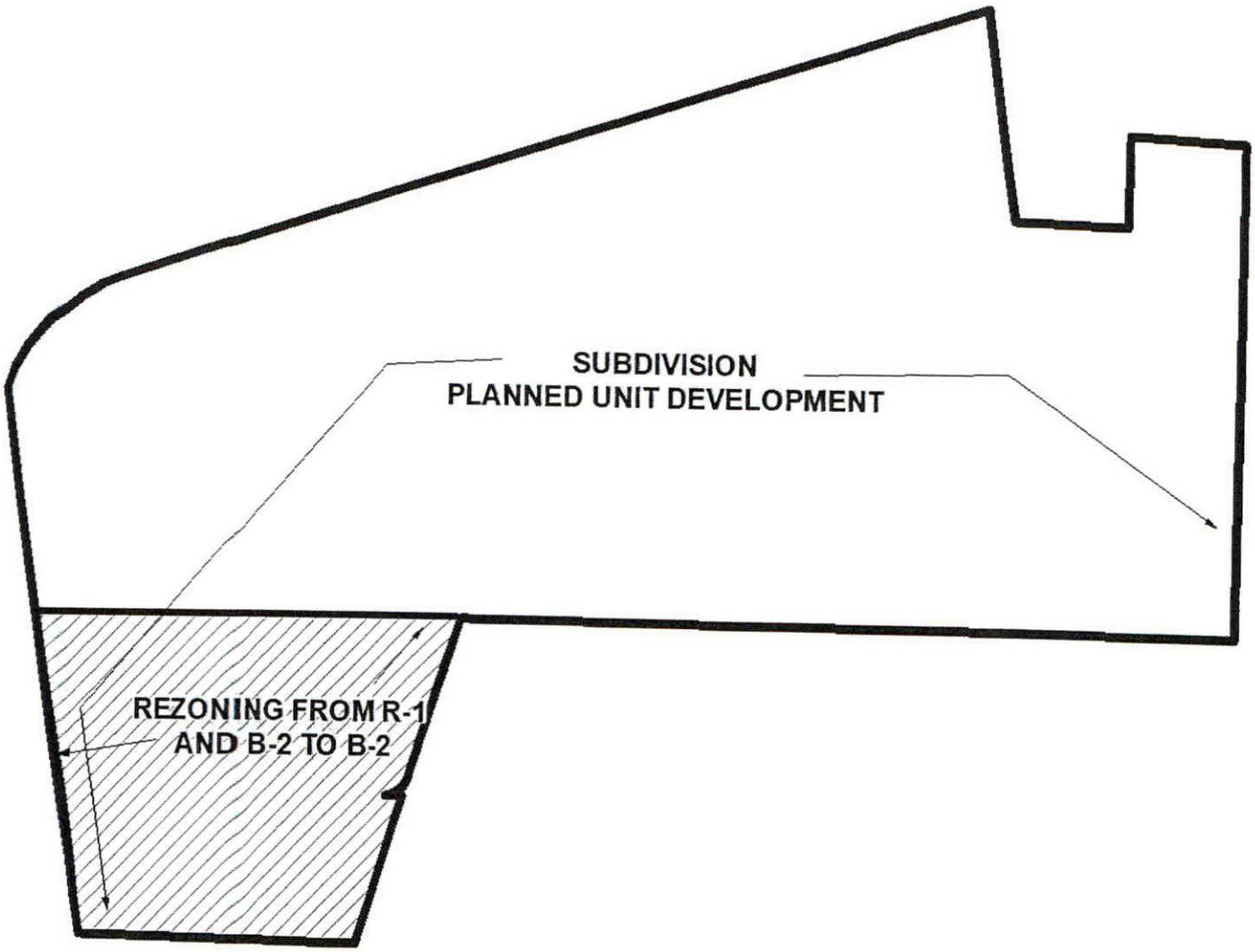
DETAIL SITE PLAN



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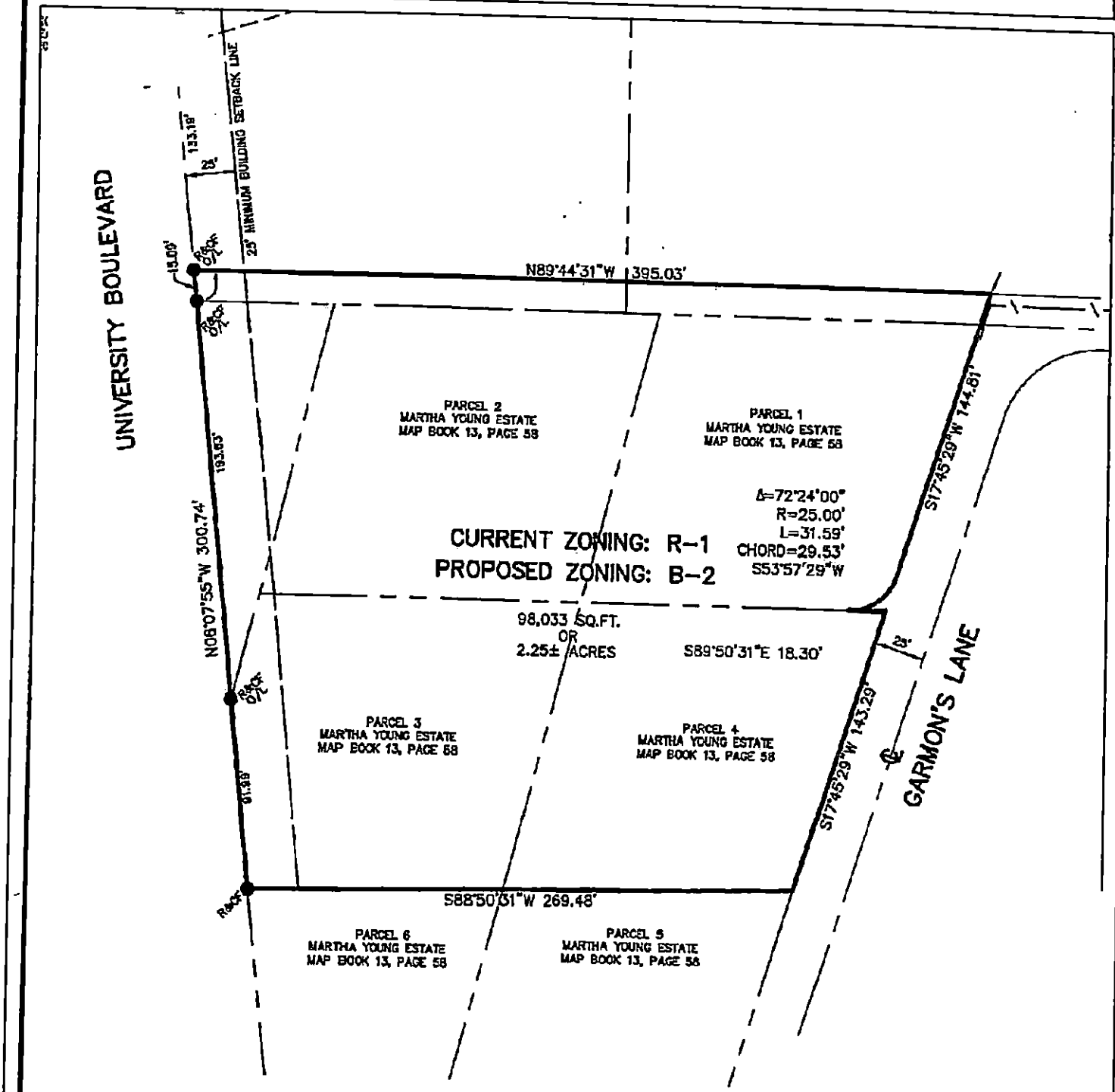
N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE August 18, 2022

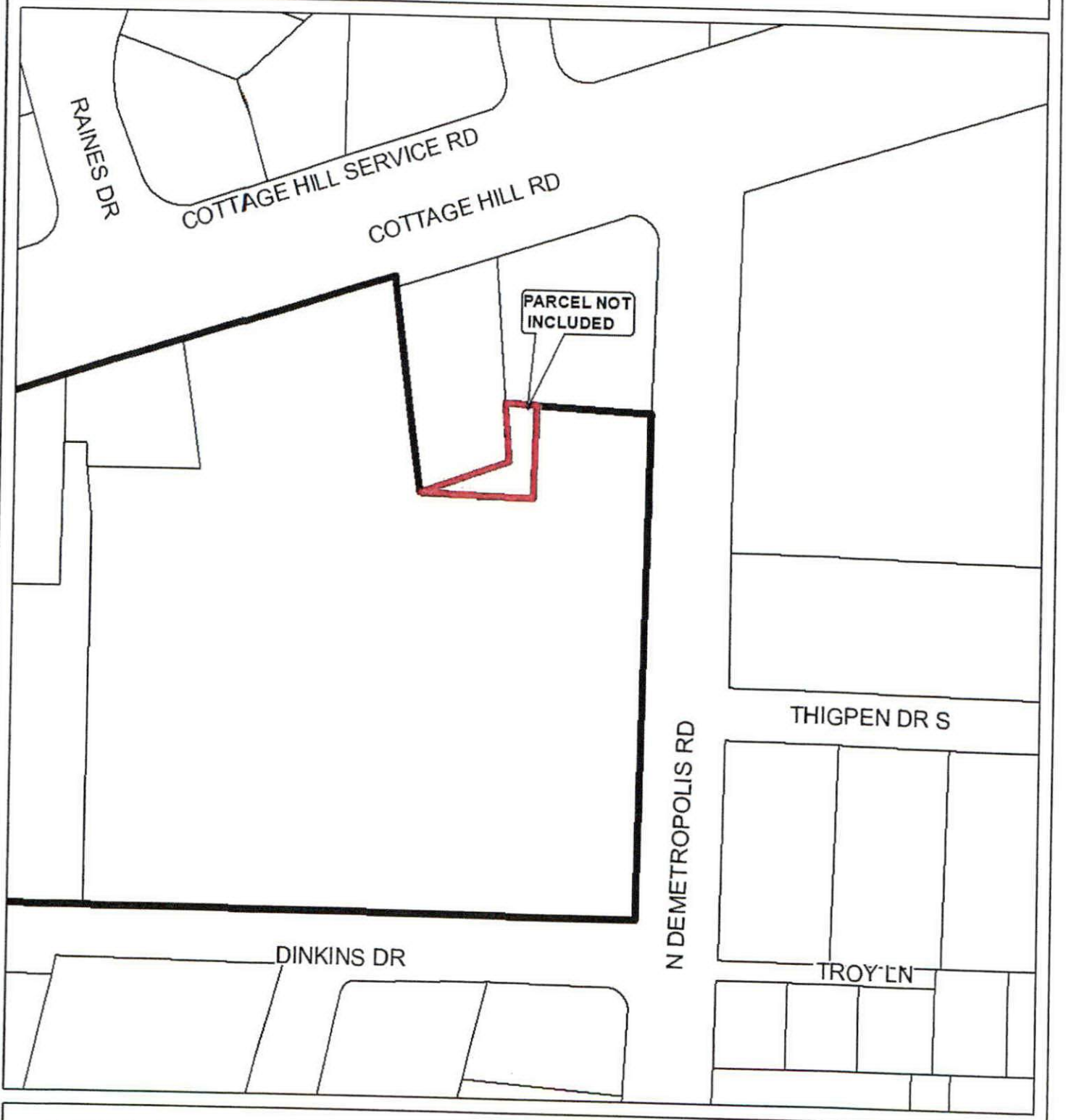
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/4/2022

Submitted by:
Shayla Beaco

Sponsored by:
Mayor Stimpson

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
notice	Cover Memo	9/30/2022
UDC	Cover Memo	9/30/2022
current zoning ord	Cover Memo	9/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/30/2022 - 11:03 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **November 8, 2022**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Friday, **November 8, 2022**.

The proposed Downtown Development District (DDD) amendments will create a new Special District with development standards for the Civic Center site, add development standards for two existing sub-districts, correct text errors and amend the Regulating Plan map.

The proposed Special District – Civic Center is being created to guide the redevelopment of the Civic Center site and is intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed Special District for the Civic Center will create six new sub-districts. Each new sub-district is intended to guide future new development and redevelopment on the site, establishing height limits, setbacks and allowed uses.

SD-CC.1 sub-district: This sub-district contains the existing Civic Center Arena. This sub-district has no direct frontage on any of the existing abutting streets. This sub-district is buffered from existing residential and commercial developments by the SD-

CC.5 and .6 sub-districts. The maximum allowed building height is thirteen (13) stories, which accommodates the existing arena.

SD-CC.2 sub-district: This sub-district fronts South Claiborne Street, as well as where South Claiborne combines with South Jackson, South Joachim and South Conception Streets. The road frontage is directly adjacent to Interstate 10. The maximum allowed building height is sixteen (16) stories.

SD-CC.3 sub-district: This sub-district has frontage on the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is ten (10) stories.

SD-CC.4 sub-district: This sub-district establishes the southeast corner of the Civic Center site and has frontage on Canal Street and the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is eight (8) stories.

SD-CC.5 sub-district: This sub-district is located on the west side of the site, along South Lawrence Street. The maximum allowed building height is three (3) stories.

SD-CC.6 sub-district: This sub-district is located along Civic Center Drive, between South Lawrence Street and South Claiborne Street. The maximum allowed building height is three (3) stories.

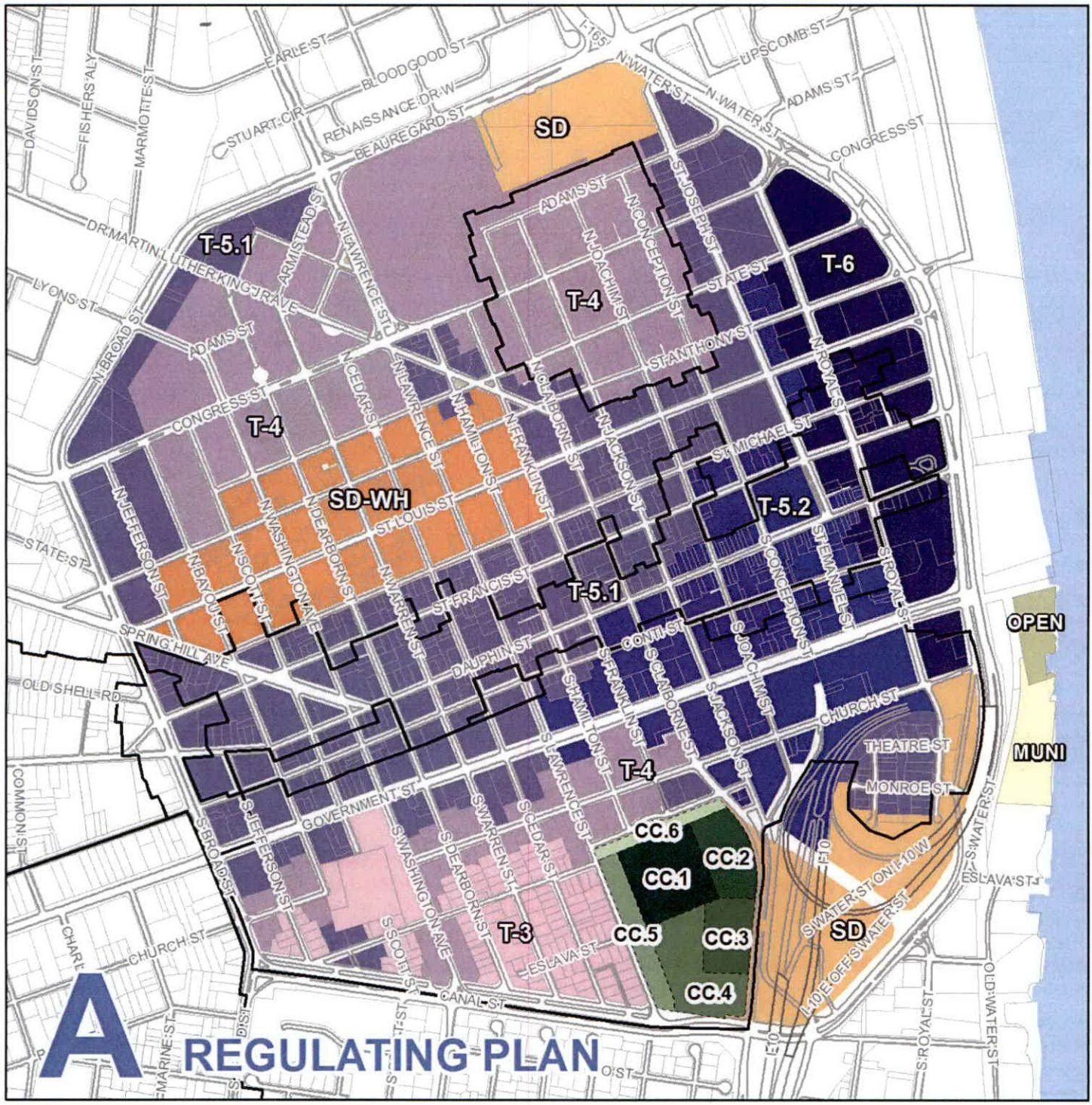
The proposed amendments will also further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections and their associated tables:

Establishment of sub-districts.
Administration, instruction, amendments and variances.
Property standards.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

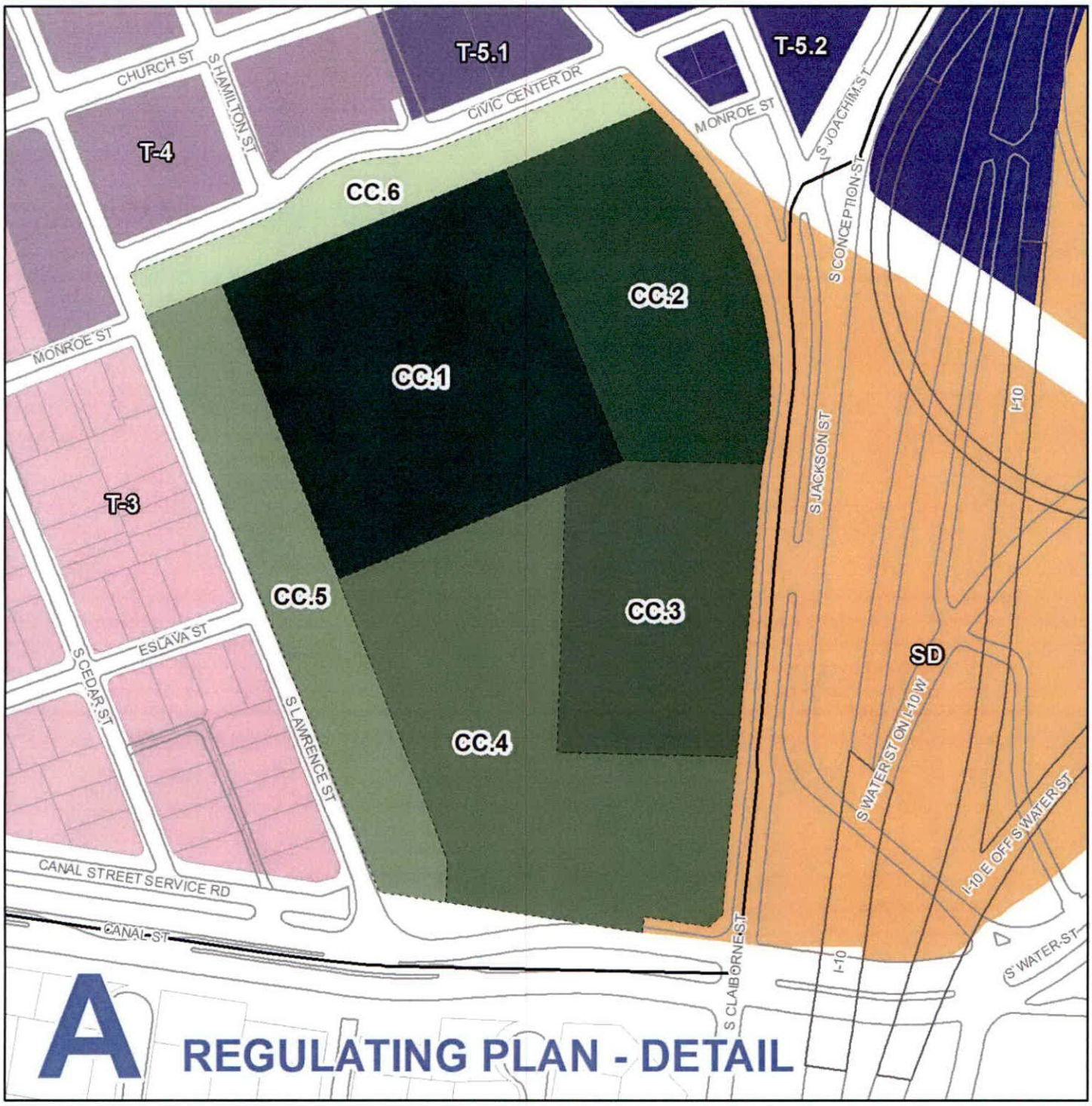
The proposed DDD amendments can be viewed on the City of Mobile's website at www.cityofmobile.org. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.



A REGULATING PLAN

- T-3 Zone
- T-4 Zone
- T-5.1 Zone
- T-5.2 Zone
- T-6 Zone
- SD-WH
- SD
- MUNICIPAL
- OPEN
- SD-CC.1
- SD-CC.2
- SD-CC.3
- SD-CC.4
- SD-CC.5
- SD-CC.6
- Historic District Boundary



- T-3 Zone
- T-4 Zone
- T-5.1 Zone
- T-5.2 Zone
- T-6 Zone
- SD-WH
- SD
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- OPEN
- SD-CC.1
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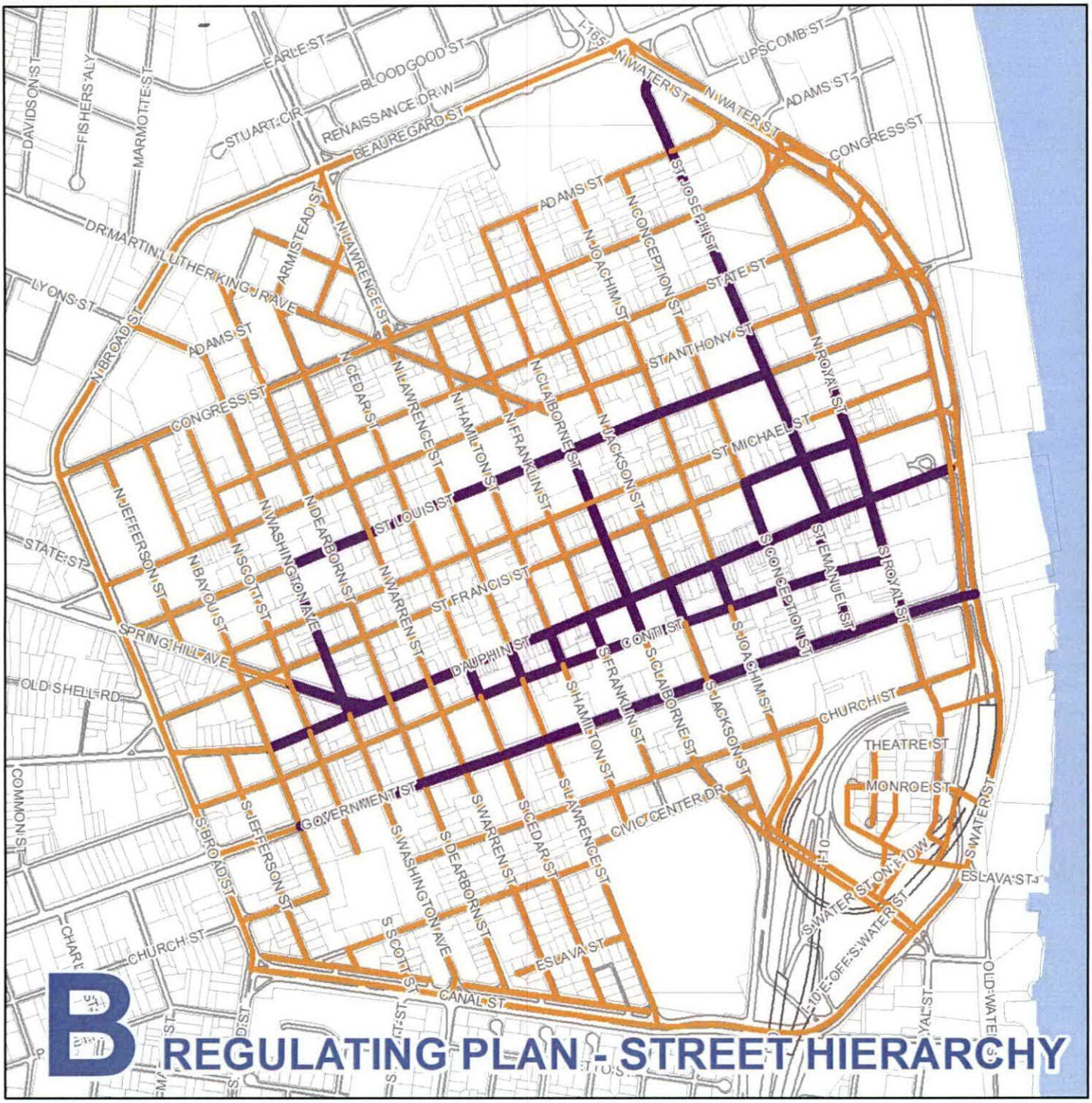
- SD-CC.3
- SD-CC.4
- SD-CC.5
- SD-CC.6
- Historic District Boundary


B REGULATING PLAN - STREET HIERARCHY
A Streets
B Streets

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Mayor Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This Ordinance shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

ADOPTED:

_____

CITY CLERK

Proposed amendments to

Appendix A - Downtown Development District

Of the Unified Development Code

Proposed amendments are highlighted in yellow.

Chapter 64 Unified Development Code

Contents

Appendix A	Downtown Development District	410
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Section 3	Establishment of Sub-Districts	412
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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended to:

1. Implement the purposes and objectives of the City's Comprehensive Plan, including the New Plan for Mobile;

2. Guide the siting, form and use of private property and buildings to support walkability, safe streets and safe public spaces;

3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.
2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.
3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.
4. T-3: a low-density residential district.
5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.
6. SD-CC: a special district established to guide the redevelopment of the Civic Center site, primarily dedicated to entertainment, office, retail, lodging, residential and related uses.
7. Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as Plazas or parks.
8. Open: a district for sites dedicated to public open spaces, such as Plazas or parks.
9. SD: all special districts except SD-WH and SD-CC require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 and SD-CC apply to all sub-districts of T-5 and SD-CC.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

   (a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

   (1) Landscaping and tree requirements;

   (2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

   (3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

   (4) Transparency requirements for windows may be reduced up to

five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

(a) Nonconformities, if any see Section 5 below;

(b) Property use restrictions, see Table A-8.1 Use Table

(c) Property standards see Appendix ASection 9A;

(d) Building placement standards see Appendix ASection 9B;

(e) Parking standards see Appendix ASection 9C;

(f) Garbage collection standards see Appendix ASection 9D.

6. Building design documents submitted for approval shall demonstrate compliance with:

(a) Building and parking deck height standards, see Appendix ASection 10A;

(b) Building material standards see Appendix ASection 10B;

(c) Building frontage standards see Appendix ASection 10C;

(d) Signage standards see Appendix ASection 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures).

Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH or SD-CC to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix ASection 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

2. Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

3. Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix ASection 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix ASection 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) Documentation whether the owner has complied with or attempted to bring the building into compliance with the City's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the

surrounding built environment in question.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(a) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(b) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.2 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	SD-CC .1 & .6	SD-CC .2 - .4	SD-CC .5	Muni	Open
Industrial	Warehousing & Mini-Storage			R	R	R	R					
	Mixed-use Light Manufacturing Component			R	R	R	R					
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R	R	R					
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R					
	Processing of Food and Beverage Products						R					
	Laboratory Facility				R	R	R					
	Distribution Facility						R					
Utilities	Minor	R	R	R	R	R	R					
	Intermediate	S	S	R	R	R	R					
	Major				C	C	C					
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R	R	R					
	Produce Growing, Processing & Sales		R	R	R	R	R					
Education	Private Educational Facility (Daycare)	R	R	R	R	R	R			R		
	Private Educational Facility (Elementary)		R	R	R	R	R					
	Private Educational Facility (All Levels)			R	R	R	R					
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	R	R	R		
	Funeral home		R	R	R	R	R					
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R	R	R	R	R			
	Mystic society meeting hall		R	R	R	R	R					
	Museum	C	R	R	R	R	R	R	R	C	R	R
	Park / Open Space	C	R	R	R	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R	C	R	R
Automotive	Automotive Services-Light (5,000 sf max)			R	R	R	R					
	Automotive Services-Heavy (over 5000 sf)						R					
	Parking Structure				R	R	R		R		R	
	Gas Station			S	S	S	S					

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	SD-CC .1 & .6	SD-CC .2 - .4	SD-CC .5	Muni	Open
Residential	Single-Family Dwelling	R	R	R	R	R	R			R		
	Two-Family Dwelling	R	R	R	R	R	R			R		
	Multi-Family Dwelling		R	R	R	R	R	R	R	R		
	Accessory Dwelling Unit	R	R	R			R			R		
	Senior & Elderly Housing	R	R	R	R	R	R	R	R	R		
	Nursing & Retirement Housing	R	R	R	R	R	R	R	R	R		
	Boarding Houses & Dormitories	R	R	R	R	R	R					
	Homeless & Emergency Shelter		S	S	S	S	S					
	Mixed-use Residential Component		R	R	R	R	R	R	R			
Lodging	Hotel (no room limit)				R	R	R	R	R			
	Inn (up to 20 rooms)		R	R	R	R	R					
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R			R		
	Short-Term Rentals	R	R	R	R	R	R					
Office	Home-office (non-primary use)	R	R	R	R	R	R			R		
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R			R		
	Work-live (office up to 80% of building sf.)		R	R	R	R	R	R	R			
	Mixed-use Office Component		R	R	R	R	R	R	R			
	Office Building		R	R	R	R	R	R	R			
Communications Facilities	Class 1 (*See Note 3*)	R	R	R	R	R	R	R	R	R	R	R
	Class 2 and 3 (*See Note 3*)	S	S	S	S	S	R	S	R	S	S	S
	Class 4 (*See Note 3*)			S	S	S	S		S		S	S

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	SD-CC .1 & .6	SD-CC .2 - .4	SD-CC .5	Muni	Open
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R			R		
	Work-live (retail up to 80% of building sf.)		R	R	R	R	R	R	R			
	Mixed-use Retail Component		R	R	R	R	R	R	R			
	Retail Building		R	R	R	R	R	R	R			
	Café		R	R	R	R	R	R	R		R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right			S*	S*	R	R	R	R			
	Drive-Thru Retail		S	S	S	S	S					
	Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people							R	R			
Note 1: Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.												
Note 2: None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.												
Note 3: Must meet all criteria and requirements set forth in Chapter 64, Article 4.												

R – By Right
S – By Special Exception
C – By Conditional Use Permit

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

   (a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum.

   (b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

   (c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

   (d) T-6: Fourteen (14) feet minimum, no maximum.

   (e) SD-CC: Fourteen (14) feet minimum, no maximum.

   (f) Municipal and Open: No minimum or maximums.

   (g) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of the

original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

   (a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot**.** The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration**:**

Table A-9.1 Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot Enclosed conditioned space
		Primary Frontage[2]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft[1]	5 ft min.	10 ft min[1]	20 ft min.	2 max
	Outbuildings	To rear of the Facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.[1]		Unrestricted if fire rating requirements are met		3 max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.[1]	12 ft max.	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.1-4 and CC.6	Primary buildings	60 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.5	Primary buildings	12 ft max.	Unrestricted if fire rating requirements are met			3 max.
	Outbuildings	To rear of the facade				
	Parking		Unrestricted			
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.

[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, Municipal or Open sub-districts, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the

following minimum rates:

(1) Office: Three (3) spaces per one thousand (1,000) square feet.

(2) Lodging: One (1) space per bedroom.

(3) Residential: One (1) space per unit.

(4) Retail: no required parking.

(5) Restaurant and café: no required parking.

(c) Within SD-CC, parking shall be provided for all new construction at the following minimum rates:

(1) Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people: One (1) space per ten (10) seats.

(2) Office: One (1) space per five-hundred (500) square feet.

(3) Lodging: One (1) space per two guest rooms.

(4) Residential: One (1) space per unit.

(5) Retail: no required parking.

(6) Restaurant and café: no required parking.

(d) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6 and SD-CC.1-.4 and .6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(e) Required parking in T-6 and SD-CC.1-.4 and .6 sub-districts may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred

(1,500) feet of the property.

(f) Required parking for developments within the SD-CC.5 sub-district must be provided on-site within the SD-CC.5 sub-district.

(g) In SD-CC.1-.4 and .6 sub- districts, parking may be shared among uses within the district. The minimum amount of parking provided within the district must meet the minimum parking requirement for the single use with the highest number of required parking spaces.

2. Vehicular parking design requirements.

(a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(c) For parking lots along frontages, one (1) of the following masking options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls

and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, in all sub-districts where allowed, except for SD-CC sub-districts, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only

be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH and SD-CC: Fifty-four (54) feet minimum.

(c) Driveways are limited in width as follows:

(1) T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

(2) T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage;

(3) SD-CC is limited as follows:

a. South Lawrence Street: ten (10) feet in width within the frontage;

b. Civic Center Drive: twenty-five (25) feet in width within the frontage; and

c. Canal Street and South Claiborne Street: thirty-six (36)

feet in width within the frontage.

(d) Crushed stone surfaces shall be limited to driveways.

(e) Curb-cut standards and limits.

(1) Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

(2) The number of curb-cuts is limited as follows:

(3) T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage.

(4) SD-CC districts are limited to one (1) curb-cut per lot per street frontage along South Lawrence Street and Civic Center Drive, and one (1) curb-cut for every two-hundred linear feet of street frontage along Canal Street and South Claiborne Street.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable

ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

(a) Containers shall be removed from the public right-of-way within two

(2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

(a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(b) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

   (a) Stories are measured from finished floor to finished ceiling.

   (b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

   (c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

   (d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, including SD-CC, and thirty-five (35) feet in SD-WH is counted as multiple stories.

   (e) Unfinished attics are not included in building height measurement.

   (f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

   (g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

   (a) Two (2) stories in T-3 and T-4,

   (b) Three (3) stories in T-5.1,

   (c) Five (5) stories in T-5.2, except for buildings fronting Bienville

Square that may be up to eight (8) stories, and

(d) Six (6) stories in SD-WH.

(e) In SD-CC sub-districts as follows:

(1) SD-CC.1: thirteen (13) stories,

(2) SD-CC.2: sixteen (16) stories,

(3) SD-CC.3: ten (10) stories,

(4) SD-CC.4: eight (8) stories,

(5) SD-CC.5: three (3) stories,

(6) SD-CC.6: three (3) stories.

(f) In Municipal and Open sub-districts, height is limited to four (4) stories.

(g) There are no building height restrictions in T-6.

(h) Height may be increased to match structures on contiguous lots within the same transect sub-district.

3. Parking deck height is limited to the following maximum heights:

(a) Thirty-four (34) feet in T-5.1,

(b) Sixty (60) feet in T-5.2 and SD-WH and Municipal, and

(c) Eighty (80) feet in T-6 and SD-CC.2-4.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached

building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. ~~Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.~~ [DELETE this section, as it is repeated in 4-a below]

4. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in T-3, T-4 and T-5 sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone. In T-6, Municipal, Open and SD-CC sub-districts, exterior finish materials additionally include carbon-based wall systems

(including carbon fiber), ceramics, concrete and concrete panels, fiber-cement panels, glass, masonry (including brick, stone, concrete masonry units, and thin-veneer versions of these materials), metal and metal panels, panelized architectural rainscreen systems (any material), photo-voltaic panels (glass or plastic), polymer-based wall cladding, pre-cast concrete, stucco, thin brick, and timber (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

5. Roofs.

   (a) Roofing material in T-3, T-4 and T-5 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp and shingles including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In T-6, Municipal, Open and SD-CC sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

   (b) The following roofing materials are prohibited in all sub-districts except for T-6, Municipal, Open and SD-CC sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

   (c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

6. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations in T-3, T-4 and T-5 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(d) Lattice, if used in T-3, T-4 and T-5 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill in T-3, T-4 and T-5 sub-districts between the piers should be recessed.

(f) Foundations in T-3, T-4 and T-5 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) The following foundation materials are prohibited in T-3, T-4 and T-5 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers,

imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

7. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH and SD-CC).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel or aluminum that appears to be iron.

(2) Walls shall be made of brick, stone or stucco over masonry.

(3) In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in (e) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Fence and wall material may be allowed in combination as

approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

8. Transparency.

(a) The use of Reflective Glass is prohibited along public frontages within the first six (6) stories from the ground level. In SD-CC sub-districts, Reflective Glass is prohibited along the South Lawrence Street and Civic Center Drive frontages but is allowed on all stories fronting Canal Street and South Claiborne Street (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices). Tinted Glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the

street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

(1) The building Facade;

(2) Structures that project from the Facade such as Porches, Terraces, Stoops, Awnings, Canopies and bay windows;

(3) Any front yard landscape elements between the building Facade and the public street or space.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting

behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery, shopfront and Plaza.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to T-6, Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the

Architectural Review Board, which may limit size, design and material choices).

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance

naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3,

and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of

their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade

along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of

their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(g) Additions to existing buildings in SD-CC sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above the adjacent grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet, with the exception of SD-CC.5 properties fronting South Lawrence Street, where it is limited to a maximum height of six (6) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the

maximum front setback.

(6) Shopfronts and galleries may be permitted in SD-CC sub-districts as noted in Table A-10.1.

(h) Additions to existing buildings in Municipal and Open sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table A-10.1.

Table A-10.1 Frontage Type Summary

Frontage Type	Transect Sub-Districts									
	T-3	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**SD-WH**	**SD-CC.1-4 and 6**	**SD-CC.5**	**Municipal**	**Open**
Lawn	R	R				R	R	R	R	R
Terrace	R	R	R	R		R	R	R	R	R
Stoop		R	R	R	R	R		R	R	R
Common Entry		R	R	R		R	R	R	R	R
Pedestrian Forecourt			R	R	R	R		R	R	R
Vehicular Forecourt					R	R	R		R	R
Gallery			R	R	R		R		R	R
Shopfront		R	R	R	R	R	R		R	R
Plaza							R		R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

(a) Lawn (not permitted in T-5.1, T-5.2 or T-6).

(1) General characteristics: The Facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a Porch or Stoop.

(2) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Encroachments into the front Setback are permitted as follows:

a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

c. Stoops may encroach into the front Setback up to four (4) feet.

d. Stoops may be covered by a roof structure supported by

columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, SD-CC, Municipal and Open sub-districts).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

(6) Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill

between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) Terrace (not permitted in T-6).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may

be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls

shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5, SD-WH, SD-CC, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (not permitted in T-3 or SD-CC.1-4 and SD-CC.6).

(1) General characteristics: The Facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front

Setback at the primary entrance. Additional Stoops may be located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (not permitted in T-3 or T-6).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or

without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (not permitted in T-3 or T-4).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

2. Municipal and Open sub-districts: no larger than one

thousand six hundred (1,600) square feet.

3. SD-CC sub-districts: no size limit.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend

beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2 or SD-CC.5).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation

requirements.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

2. SD-CC .1-4 and SD-CC.6 sub-districts: no size limit.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width

of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a Porte-Cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (not permitted in T-3, T-4, SD-WH or SD-CC.5).

(1) General characteristics: The Facade is aligned close to the front

property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the Facade without gaps.

(4) Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from

the Facade.

(5) Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Galleries in applicable SD-CC, Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) Upper story railings shall be painted metal.

(8) Upper story columns and railing posts shall align with columns below.

(9) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(10) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(11) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (not permitted in T-3 and SD-CC.5).

(1) General characteristics: The building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (SD-CC, Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1

Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) Ground floor movable commercial uses may utilize the public

sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(6) Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3)

feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(i) Plaza (not permitted in T-3, T-4, T-5.1, T-5.2, T-6 and SD-CC.5).

(1) General characteristics: The building facade at the ground floor is oriented to a large area designed to accommodate large gatherings. The area may incorporate one or more of the features of other frontage types, including lawn areas, terrace areas, vehicular forecourts, shopfronts and galleries. The Plaza may extend from a street frontage around a building.

(2) The finished floor elevation of the first floor shall be as needed to comply with flood elevation requirements.

(3) Ground floor movable commercial uses may utilize the Plaza area for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(4) Plaza frontages may include awnings, canopies and Porte-Cochères as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Canopies and Porte-Cochères shall be fixed and constructed of metal, wood or any other building or roofing materials,

singly or in combination, identified in 64-3.I.14.(d) and (e) .

c. All awnings shall be set back from the curb a minimum of two (2) feet.

d. A minimum of eight (8) foot clearance to the bottom of the frame shall be maintained above sidewalks, or fourteen (14) foot clearance over vehicular circulation areas.

(5) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls

internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the building;

   (b) A maximum of eighty (80) percent of the width of the building wall

upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

F. Pylon signs.

1. Pylon signs are only allowed in SD-CC.2, 3 and 4 sub-districts, fronting South Claiborne Street.

2. Two types of Pylon signs are available within the SD-CC district: large and medium.

(a) The large Pylon sign is intended to serve the entire SD-CC district

and provide visibility to Interstate 10 regarding events and businesses within the overall SD-CC district. The overall SD-CC district is allowed one large Pylon sign.

(b) The medium Pylon sign is intended to serve individual developments (such as a hotel, restaurant, retail store, etc.) located within the SD-CC.2, 3 and 4 sub-districts. Each individual development, if located on a separate lot, is allowed one medium Pylon sign each.

3. Pylon signs within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices.

4. A Pylon sign may include as part of the overall sign area 'Electronic or digital signs,' subject to compliance with following requirements:

(a) Electronic or Digital Signs may display animation and effects, so long as they do not flash or constitute a flashing sign as defined in section 64-11 of the City Code.

(b) All Electronic or Digital Signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

(c) The maximum brightness levels for Electronic or Digital Signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(d) The maximum brightness levels for Electronic or Digital Signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(e) Written certification from the sign manufacturer must be provided at

the time of application for a sign permit certifying that the light intensity of the electronic or digital sign has the ability to be set to not to exceed the illumination levels established by this section, and that the intensity level is protected from manipulation by password protected software or other approved method.

(f) All Electronic or Digital Signs shall contain a default design that will freeze the device and message in one position if a malfunction occurs.

(g) Due to the proximity of Interstate 10, additional review and approval by the Alabama Department of Transportation may be required.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian passage width to less than 4 feet	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length, except in SD-CC districts facing South Claiborne Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH, SD-CC

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6 and SD-CC.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces. In SD-CC districts, sign may be a maximum of 20 feet wide, with a limit of 100 sq. ft. of signage per face.	No Restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH, SD-CC.1-4 and SD-CC.6
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH, SD-CC.1-4 and SD-CC.6
18. Pylon - large	1 per Special District, only fronting South Claiborne Street	Maximum height 60 feet; maximum area 300 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
19. Pylon - medium	1 per site, only fronting South Claiborne Street	Maximum height 30 feet; maximum area 150 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
20. Wall	1 per building façade.	Maximum area 300 square feet per façade.	No restrictions.	SD-CC.2-4

Figure A-11.1 Signage Standards

Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

A-Streets: Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street".

Accessory Dwelling Unit: A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley: A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets: Those thoroughfares that by virtue of their use, location or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-Streets. See "A-Streets."

Balconies: An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall.

Brewpub: An establishment licensed as and meeting the qualifications of a Brewpub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building Height: The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

By Right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater or entertainment venue with less than one hundred-(100) person occupancy load.

Canopy: A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil Support: Private and non-profit functions that provide essential supports to the municipality.

Colonnade: A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete Demolition: The razing of one or more structure(s).

Commercial: The term collectively defining workplace, office, retail and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage and height.

Corner Property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle and high schools; and kindergarten and children's daycare.

Electronic or digital signs: Any sign, billboard, display, or device, or portion thereof, which electronically changes the fixed display screen composed of a series of lights, including light emitting diodes, fiber optics, or other similar technology. "Digital or electronic signs" include computer programmable, microprocessor controlled electronic, or digital displays that display electronic images, graphics, or pictures, with or without textual information.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a Fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “Wall.”

Forecourt: A private frontage wherein a portion of the Facade is close to the frontage line and remaining Facade is set back from the frontage line.

Freestanding Sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front Setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic space.

Frontage Buildout: The percentage of the property width that is occupied by the building Facade within the front Setback.

Frontage Line: A property line bordering a public frontage or thoroughfare.

Gallery: A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A Gallery may be multiple floors and may have a roof.

Hedge: A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

Historic District Guidelines: The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.

Home Office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Liner Building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading Dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.

Lodging: A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed & breakfast inns and short-term rentals.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile City Code.

Mobile Tree Act: The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.

Mobile Tree Commission: The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument Sign: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Net Property Area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking Lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking Lot Sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Plaza: An open area that is usually near buildings and that often has landscaping and places to sit or walk.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal Building: The main building on a property, usually located toward the frontage.

Principal Entrance: The main point of access for pedestrians into a building.

Primary Frontage: The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.

Private Frontage: The privately held layer between the frontage line and the required Setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property Coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property Line: The boundary that legally and geometrically demarcates a property.

Property Width: The length of the principal frontage line of a property.

Public Frontage: The area between the pavement of a thoroughfare and frontage lines.

Pylon: A large structure with signage.

Rear Setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating Plan: Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form based districts such as the DDD.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required Parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service Area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the Facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special District (SD): An area that, by its intrinsic function, placement or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this Appendix.

Stoop: A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy or marquee.

Story: A habitable level within a building excluding a basement.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, Intermediate: Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, Major: A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, Minor: All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include

storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall: A barrier, independent of a building, made of masonry materials. See "Fence."

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

Proposed amendments to

Section 64-3.I. - Downtown Development District

of the existing Zoning Ordinance

Proposed amendments are highlighted in yellow.

Sec. 64-3. Districts.

I. *Downtown development district.*

1. *Authority and intent.*

(a) The purpose of this subsection I is to create a new zoning code for the downtown development district ("DDD") as defined herein. The new code may be known as and referred to as the "DDD code."

(b) The council is authorized to adopt the DDD code by Alabama Code §§ 11-52-70—11-52-84 (1975) and by section 64-9 of this chapter.

(c) The DDD code is intended to:

(1) Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;

(2) Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;

(3) Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

(4) Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

2. *Applicability.*

(a) The DDD code applies to all properties located within the DDD (see plate A, regulating plan).

(b) The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

(c) Terms used throughout the DDD code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions and definitions in the existing local codes, the definitions take precedence.

(d) The definitions contain regulatory language that is integral to the DDD code.

3. *Establishment of sub-districts.*

(a) The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

(1) T-6: a mixed-use district of high intensity.

(2) T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

(3) T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

(4) T-3: a low-density residential district.

(5) SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

(6) SD-CC: a special district established to guide the redevelopment of the Civic Center site, primarily dedicated to entertainment, office, retail, lodging, residential and related uses.

(7) Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as plazas or parks.

(8) Open: a district for sites dedicated to public open spaces, such as plazas or parks.

(9) SD: all special districts except SD-WH and SD-CC require a master plan be completed in coordination with the planning section. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the planning commission and the city council.

(b) The transect sub-districts and special district boundaries are as shown on the DDD regulating plan (see plate A). Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

(c) Regulations of subsection 64-3.I. pertaining to T-5 and SD-CC apply to all sub-districts of T-5 and SD-CC.

(d) Planned unit development, as set forth in section 64-5 of the City Code, is not applicable within the DDD.

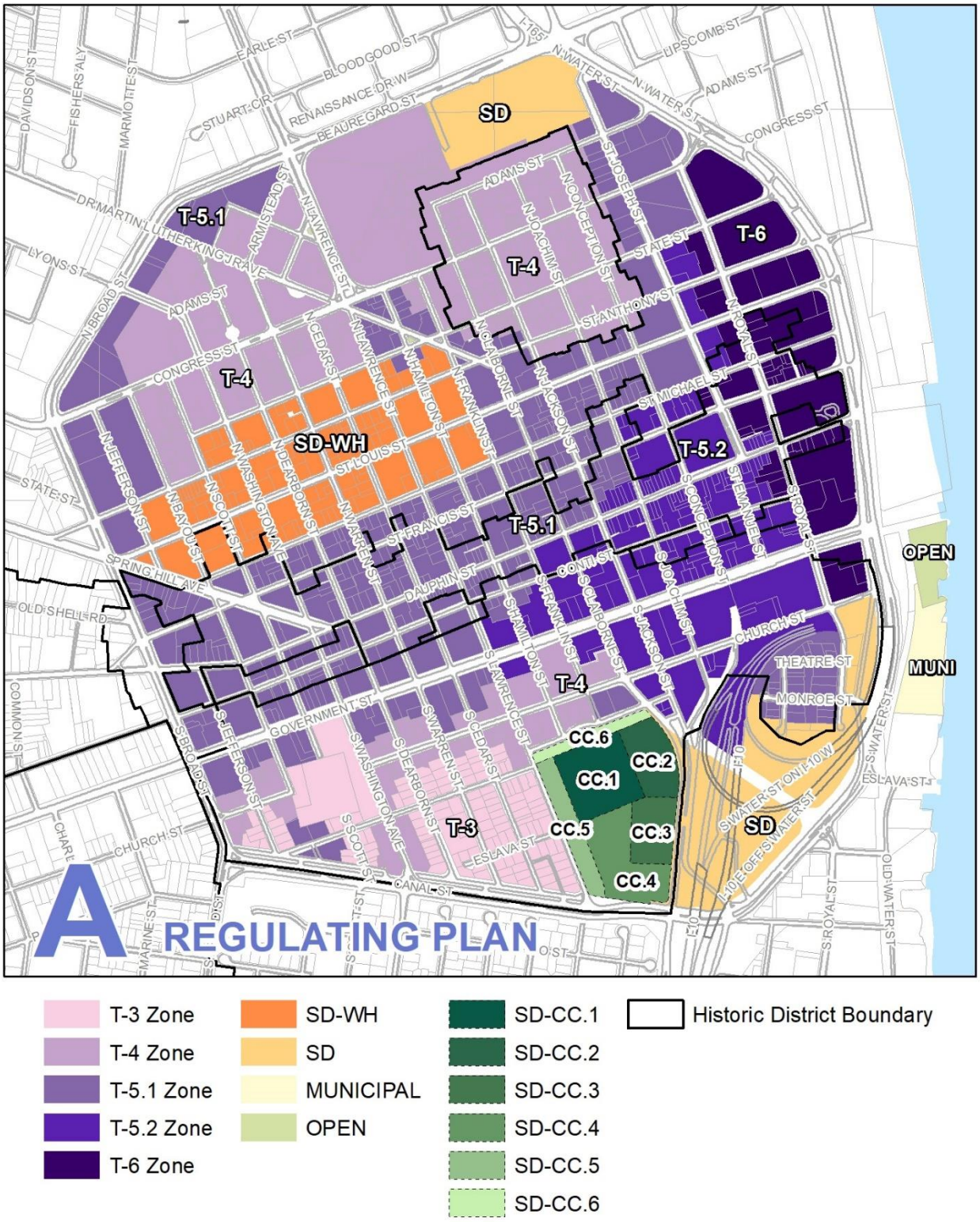

A
REGULATING PLAN
T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
SD-CC.1
SD-CC.2
SD-CC.3
SD-CC.4
SD-CC.5
SD-CC.6
Historic District Boundary

Plate A

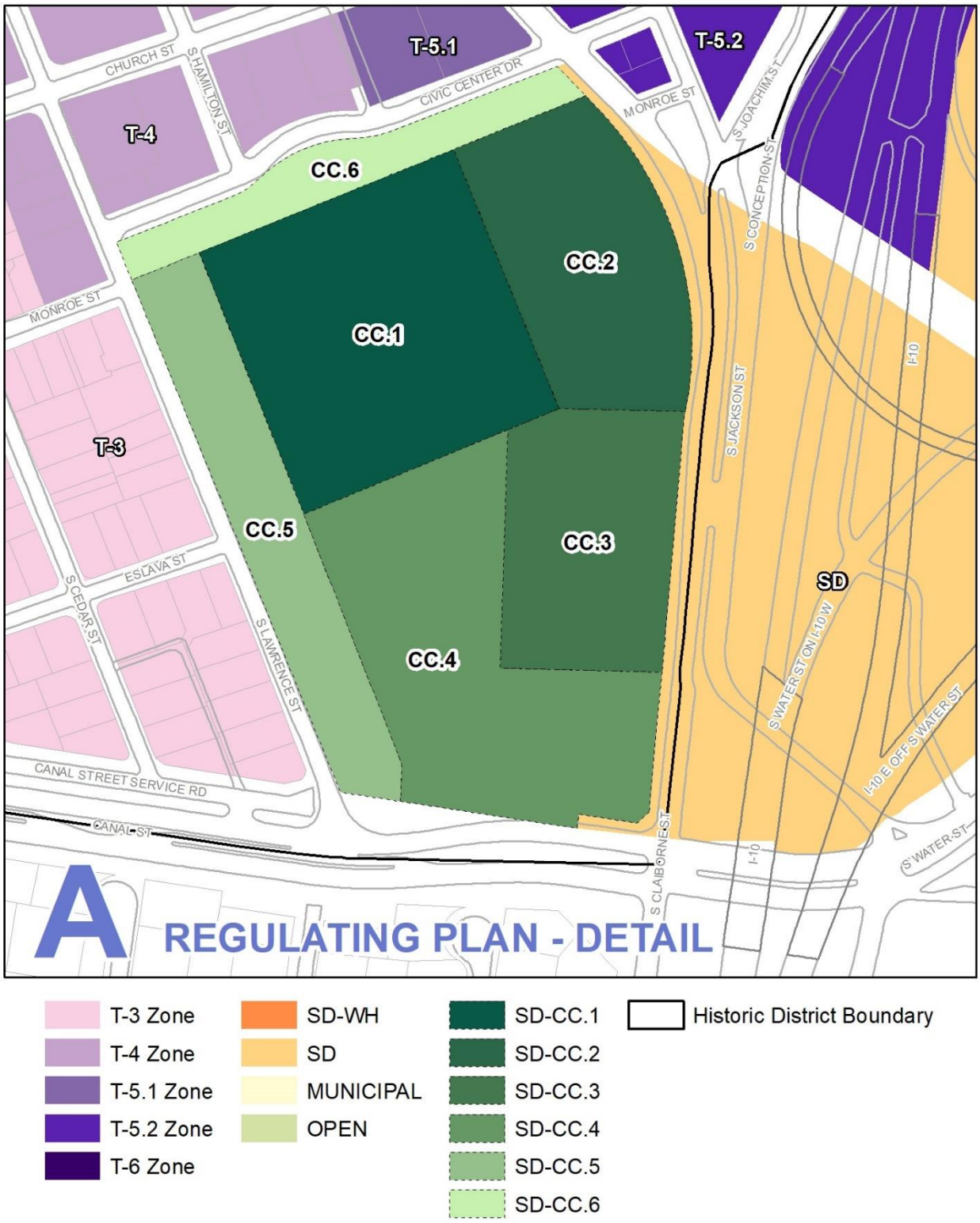


Plate A, Detail: Special District – Civic Center

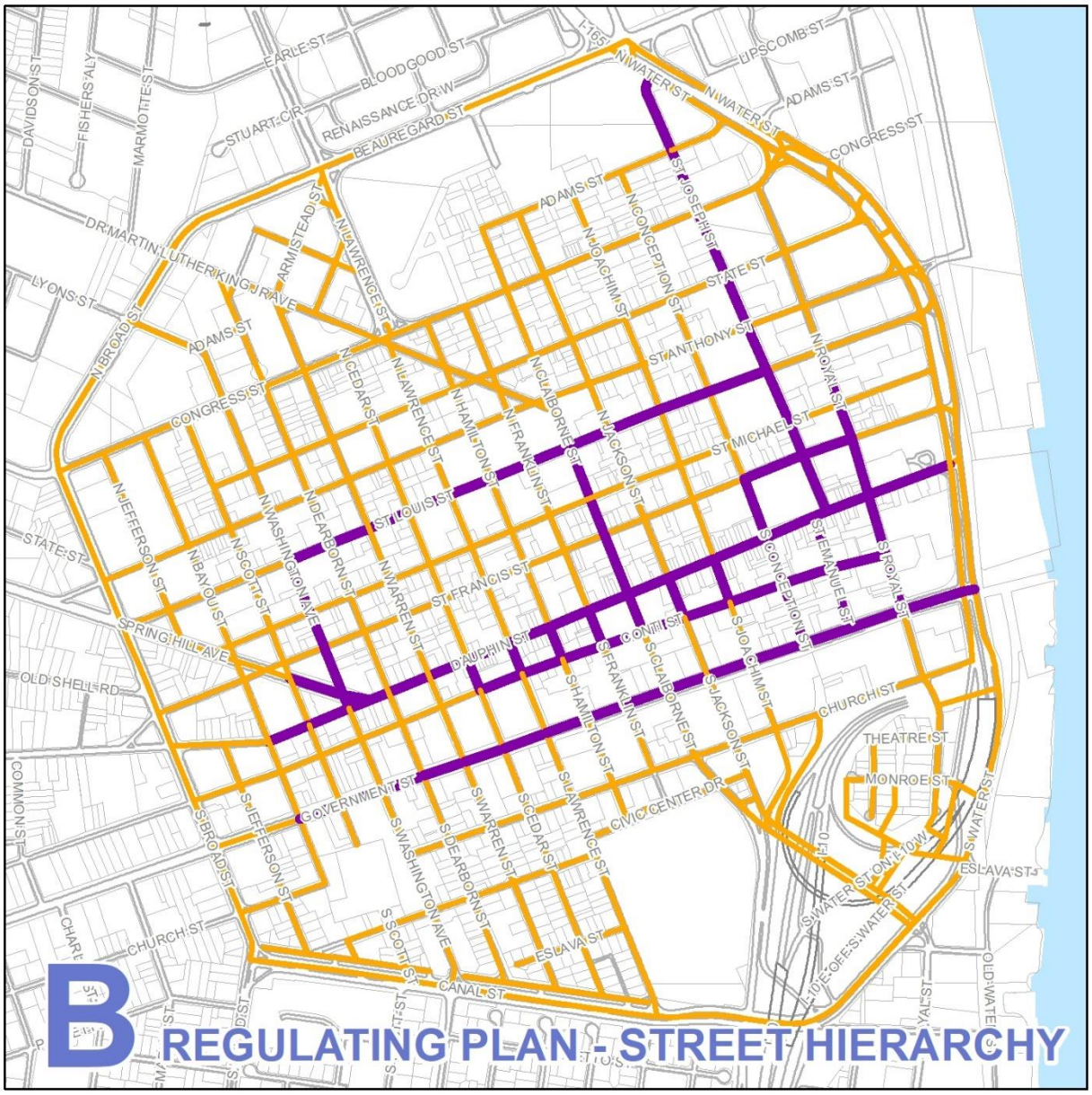


Plate B

4. *Administration, instruction, amendments and variances.*

(a) *Administration.*

(1) The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department, and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

I. The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

i. Landscaping and tree requirements;

ii. Dimensional adjustments that do not constitute an increase or decrease of more than 15% for the following design elements: awnings, balconies, canopies, galleries, stoops, terraces and signage.

iii. Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

iv. Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

II. The CRC is not authorized to approve dimensional adjustments for lot size, set backs or building heights.

(b) *Instructions.*

(1) This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

(2) Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

(3) All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

(4) This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than 3 stories.

(5) Site Plans submitted for approval shall comply with:

I. Nonconformities, if any (paragraph 64-3.I.5);

II. Site plan: Property standards (paragraph 64-3.I.8);

III. Site plan: Property use restrictions (paragraph 64-3.I.9);

IV. Site plan: Building placement standards (paragraph 64-3.I.10);

V. Site plan: garbage collection standards (paragraph 64-3.I.12).

(6) Building design documents submitted for approval shall demonstrate compliance with:

I. Building design documents: Building and parking deck height standards (paragraph 64-3.I.13);

II. Building design documents: Building material standards (paragraph 64-3.I.14);

III. Building design documents: Frontage standards (paragraph 64-3.I.15);

IV. Building design documents: Signage standards (paragraph 64-3.I.16).

(7) Work in historic districts. All properties located in the DDD and a local historic district shall, in addition to complying with the development standards in 64-3.I.9 through .16, receive a certificate of appropriateness from the architectural review board as required by section 44-76 of the City Code prior to receiving a building permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a building permit and/or undertaking work.

(c) *Planning approval.* Uses in the chart identified by "P" in any column are permitted in that particular district upon approval of their location and site plan by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities; as not causing undue traffic congestion or creating a traffic hazard; and as being in harmony with the orderly and appropriate development of the district in which the use is located. Such uses are also subject to any conditions and limitations imposed by the planning commission.

(d) *Regulating plan amendments.*

(1) Adjustments to the transect sub-district and special district boundaries are limited to the following:

I. Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the planning commission and city council.

II. Reconciliations of transect sub-district require approval by the planning commission and city council.

III. Modifications of boundaries resulting in a change from SD-WH or SD-CC to an adjacent mapped transect sub-district require approval by the planning commission and city council.

(2) Master plans executed for special district according to paragraph 64-3.I.3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to a regulating plan.

(e) *Variances.*

(1) An applicant may appeal any decision of the planning & zoning department and/or the CRC to the board of zoning adjustment.

(2) An applicant may request a variance from the requirements of section 64-3.I

(3) All applications to the board of zoning adjustment shall be filed pursuant to section 64-8.

5. *Nonconformities.*

(a) *Uses.*

(1) Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

(2) Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

(3) Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

(b) *Structures.*

(1) Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

(2) Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

(3) Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

(c) *Parking lots.* Parking lots in existence as of the effective date of this ordinance shall conform to the requirements of 64-3.I.11(b)3 not later than November 2017. Compliance may be phased with wall or fencing to be installed by November 30, 2017. If the fence and landscaping option is chosen, required landscaping to follow within eighteen (18) months of installation of the fence. Existing evergreen vegetative buffers that accomplish the intent of 64-3.I.11(b)3 are an acceptable alternative, provided they are maintained. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the city projects along said streets adjacent to the property. Location of masking required by this paragraph is subject to line of sight review and approval by traffic engineering. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

6. *Complete demolition permits.*

(a) "Complete demolition," for the purposes of this section, is defined as the razing of one or more structure(s).

(b) Any applicant seeking a permit for complete demolition within the DDD must provide the urban development department with the following minimum information:

(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) If an when the structure has been cited or received a notice of violation of the city code;

(3) Whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC); and if not, why? The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the urban development department.

(8) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

(c) Upon review of the above information, the urban development department may approve or deny the demolition permit based on the following criteria:

(1) Whether the demolition will impair the unique character of the DDD;

(2) Whether there are redevelopment plans for the site;

(3) Whether the redevelopment plans conform to the DDD code;

(4) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(d) Any applicant denied a demolition permit by operation of this Code may appeal to the board of zoning adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of this code presents an unreasonable economic hardship on the owner.

(1) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

(2) In determining whether to grant a waiver under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

(3) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

(e) An owner or authorized representative of an owner appealing to the BZA pursuant to subparagraph 64-3.I.6(d) shall submit by affidavit to the BZA at least the following:

(1) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

7. *Noise restrictions in the DDD.* The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

8. *Site plan: Property standards.*

(a) The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

(1) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

(2) Elements of the built environment within the front setback are subject to all the requirements of paragraphs 64-3.I.13 through .16.

(b) Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(1) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum.

(2) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(3) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(4) T-6: Fourteen (14) feet minimum, no maximum.

(5) SD-CC: Fourteen (14) feet minimum, no maximum.

(6) Municipal and Open: No minimum or maximums.

(7) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of this section, may be developed as one (1) property.

(c) Properties may be assembled with planning commission approval according to the following:

(1) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

(d) Setbacks and buildings per lot shall comply with the following standards as set out in table 1:

Table 1: Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot[2]
		Primary Frontage[3]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft	5 ft min.	10 ft min.[1]	20 ft min.	2 max.
	Outbuildings	To rear of the facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.		Unrestricted if fire rating requirements are met		3 max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.	12 ft max.	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.1-4 and CC.6	Primary buildings	60 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.5	Primary buildings	12 ft max.	Unrestricted if fire rating requirements are met			3 max.
	Outbuildings	To rear of the facade				
	Parking		Unrestricted			
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1] May match setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.
[2] Structures containing enclosed conditioned space.
[3] Buildings along Government Street may be set back an additional 12 feet beyond the maximum front setback.

Table 2: Use Table

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Industrial	Warehousing & Mini-Storage	-	-	R	R	R	R	-	-	-	-	-
	Mixed-use Light Manufacturing Component	-	-	R	R	R	R	-	-	-	-	-
	Manufacturing—Light (5,000 sf max, non-toxic)	-	-	R	R	R	R	-	-	-	-	-
	Manufacturing—Heavy (over 5000 sf, non-toxic)	-	-	-	-	-	R	-	-	-	-	-
	Processing of Food and Beverage Products	-	-	-	-	-	R	-	-	-	-	-
	Laboratory Facility	-	-	-	R	R	R	-	-	-	-	-
	Distribution Facility	-	-	-	-	-	R	-	-	-	-	-
Agricultural	Nursery Stock Growing, Processing & Sales	-	R	R	R	R	R	-	-	-	-	-
	Produce Growing, Processing & Sales	-	R	R	R	R	R	-	-	-	-	-
Education	Private Educational Facility (Daycare)	R	R	R	R	R	R	-	-	R	-	-
	Private Educational Facility (Elementary)	-	R	R	R	R	R	-	-	-	-	-
	Private Educational Facility (All Levels)	-	-	R	R	R	R	-	-	-	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	R	R	R	-	-
	Funeral home	-	R	R	R	R	R	-	-	-	-	-
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R	R	R	R	R	-	-	-
	Mystic society meeting hall	-	R	R	R	R	R	-	-	-	-	-
	Museum	P	R	R	R	R	R	R	R	P	R	R
	Park / Open Space	P	R	R	R	R	R	R	R	R	R	R
	Government Building	P	R	R	R	R	R	R	R	P	R	R
Automotive	Automotive Services—Light (5,000 sf max)	-	-	R	R	R	R	-	-	-	-	-
	Automotive Services—Heavy (over 5000 sf)	-	-	-	-	-	R	-	-	-	-	-
	Parking Structure	-	-	-	R	R	R	-	R	-	R	-
	Gas Station	-	-	P	P	P	P	-	-	-	-	-
Residential	Single-Family Dwelling	R	R	R	R	R	R	-	-	R	-	-
	Two-Family Dwelling	R	R	R	R	R	R	-	-	R	-	-
	Multi-Family Dwelling	-	R	R	R	R	R	R	R	R	-	-
	Accessory Dwelling Unit	R	R	R	-	-	R	-	-	R	-	-
	Senior & Elderly Housing	R	R	R	R	R	R	R	R	R	-	-
	Nursing & Retirement Housing	R	R	R	R	R	R	R	R	R	-	-
	Boarding Houses & Dormitories	R	R	R	R	R	R	-	-	-	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Residential, continued	Homeless & Emergency Shelter	-	P	P	P	P	P	-	-	-	-	-
	Mixed-use Residential Component	-	R	R	R	R	R	R	R	-	-	-
Lodging	Hotel (no room limit)	-	-	-	R	R	R	R	R	-	-	-
	Inn (up to 20 rooms)	-	R	R	R	R	R	-	-	-	-	-
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R	-	-	R	-	-
Office	Home-office (non-primary use)	R	R	R	R	R	R	-	-	R	-	-
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R	-	-	R	-	-
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R	R	R	-	-	-
	Mixed-use Office Component	-	R	R	R	R	R	R	R	-	-	-
	Office Building	-	R	R	R	R	R	R	R	-	-	-
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R	-	-	R	-	-
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R	R	R	-	-	-
	Mixed-use Retail Component	-	R	R	R	R	R	R	R	-	-	-
	Retail Building	-	R	R	R	R	R	R	R	-	-	-
	Café	-	R	R	R	R	R	R	R	-	R	R

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Commercial, continued	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	P*	P*	R	R	R	R	-	-	-
	Drive-thru Retail	-	P	P	P	P	P	-	-	-	-	-
	Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people	-	-	-	-	-	-	R	R	-	-	-
NOTE: None of the above permitted uses include an "Adult Entertainment Enterprise" as defined in 64.2												

KEY

R Permitted By-Right

P Planning Approval

9. *Site plan: Property use restrictions.*

   (a) Property use is limited according to table 2.

   (b) Parking, except structured parking, is subordinate to uses permitted under this ordinance and shall not be used as a primary use on a property.

10. *Site plan: Building placement standards.*

   (a) Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

   (b) The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to table 1. Where multiple buildings occupy a single property a principal building shall be designated.

(c) Buildings shall be set back from the boundaries of their properties according to Table 1. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table 1 standards.

(d) The facade shall be parallel to the primary front property line. The primary entrance shall be through the facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

11. *Site plan: Parking standards.*

(a) *Required vehicular parking.*

(1) Vehicular parking is not required in T-3, T-4, T-5, SD-WH, Municipal or Open sub-districts, or for structures existing before the date of the adoption of this form-based code.

(2) Within T-6 parking shall be provided for all new construction at the following minimum rates:

I. Office: Three (3) spaces per one thousand (1,000) square feet.

II. Lodging: One (1) space per bedroom.

III. Residential: One (1) space per unit.

IV. Retail: no required parking.

V. Restaurant and café: no required parking.

(3) Within SD-CC, parking shall be provided for all new construction at the following minimum rates:

I. Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people: One (1) space per ten (10) seats.

II. Office: One (1) space per five-hundred (500) square feet.

III. Lodging: One (1) space per two guest rooms.

IV. Residential: One (1) space per unit.

V. Retail: no required parking.

VI. Restaurant and café: no required parking.

(4) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6 and SD-CC.1-.4 and .6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(5) Required parking in T-6 and SD-CC.1-.4 and .6 sub-districts may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand five hundred (1,500) feet of the property.

(6) Required parking for developments within the SD-CC.5 sub-district must be provided on-site within the SD-CC.5 sub-district.

(7) In SD-CC.1-.4 and .6 sub-districts, parking may be shared among uses within the district. The minimum amount of parking provided within the district must meet the minimum parking requirement for the single use with the highest number of required parking spaces.

(b) *Vehicular parking design requirements.*

(1) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(2) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(3) For parking lots along frontages, one (1) of the following masking options is required:

I. Liner buildings may be used to mask parking lots.

II. A hedge, evergreen vines, other evergreen planting materials, combined with a metal fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

III. When parking lots are surfaced with crushed stone, brick, rolled concrete pavers, or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(4) For parking structures along frontages, in all sub-districts where allowed, except for SD-CC sub-districts, one (1) of the following masking options is required:

I. Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

II. Within B-street frontages, a hedge, evergreen vines, or other evergreen planting materials combined with a metal fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

(5) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(6) Parking lot accessory structures.

I. Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

(c) *Vehicular parking access.*

(1) Parking shall be accessed from the secondary frontage where available.

(2) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

I. T-3 & T-4: Forty-two (42) feet minimum.

II. T-5: Fifty-four (54) feet minimum.

III. T-6: Seventy-two (72) feet minimum.

IV. SD-WH and SD-CC: Fifty-four (54) feet minimum.

(3) Driveways are limited in width as follows:

I. T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

II. T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage;

III. SD-CC is limited as follows:

i. South Lawrence Street: ten (10) feet in width within the frontage;

ii. Civic Center Drive: twenty-five (25) feet in width within the frontage; and

iii. Canal Street and South Claiborne Street: thirty-six (36) feet in width within the frontage.

(4) Crushed stone surfaces shall be limited to driveways.

(5) Curb-cut standards and limits.

I. Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

II. The number of curb-cuts is limited as follows:

i. T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage.

ii. SD-CC districts are limited to one (1) curb-cut per lot per street frontage along South Lawrence Street and Civic Center Drive, and one (1) curb-cut for every two-hundred linear feet of street frontage along Canal Street and South Claiborne Street.

(d) *Bicycle parking.*

(1) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

I. Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

II. Bicycle racks shall not be located within the following areas:

i. Within five (5) feet of fire hydrants.

ii. Within four (4) feet of loading zones and bus stop markers.

iii. Within three (3) feet of driveways and manholes.

iv. Within two (2) feet of utility meters and tree boxes.

v. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

vi. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow 1 foot of setback between a fifty-six-centimeter bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

vii. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

viii. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

12. *Site plan: Garbage collection standards.*

(a) Garbage containers may only be placed on the sidewalk with the following restrictions:

(1) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(2) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

(b) Dumpsters.

(1) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(2) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(3) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in 64-3.I.14, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(4) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(5) The floor or pad of the dumpster enclosure must be equipped with a connection to the sanitary sewer, and any discharge or runoff from the enclosure shall not be allowed to drain into any storm water drain, as required by the city engineering department, or an alternative, approved by the city engineer, that does not allow leakage of contaminants.

(6) Construction dumpsters, used for construction projects, are exempt from this paragraph.

13. *Building specification: Building and parking deck height standards.*

(a) Building height is measured in stories for each above-ground level according to the following:

(1) Stories are measured from finished floor to finished ceiling.

(2) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(3) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(4) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, including SD-CC, and thirty-five (35) feet in SD-WH is counted as multiple stories.

(5) Unfinished attics are not included in building height measurement.

(6) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(7) For free-standing parking structures, building height is measured in feet.

(b) Building height is limited to the following maximum heights:

(1) Two (2) stories in T-3 and T-4,

(2) Three (3) stories in T-5.1,

(3) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and

(4) Six (6) stories in SD-WH.

(5) In SD-CC sub-districts as follows:

I. SD-CC.1: thirteen (13) stories,

II. SD-CC.2: sixteen (16) stories,

III. SD-CC.3: ten (10) stories,

IV. SD-CC.4: eight (8) stories,

V. SD-CC.5: three (3) stories,

VI. SD-CC.6: three (3) stories,

(6) In Municipal and Open sub-districts, height is limited to four (4) stories.

(7) There are no building height restrictions in T-6.

(8) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(c) Parking deck height is limited to the following maximum heights:

(1) Thirty-four (34) feet in T-5.1,

(2) Sixty (60) feet in T-5.2, SD-WH and Municipal,

(3) Eighty (80) feet in T-6, SD-CC.2-4, and

(4) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

(d) Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

(e) Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

14. *Building specification: Building materials standards.*

(a) Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment, and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

(b) All openings, including but not limited to porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

~~(c) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.~~ [DELETE this section - same as C-1 below]

(c) Exterior finish.

(1) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.

(2) Exterior finish in T-3, T-4 and T-5 sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone. In T-6, Municipal, Open and SD-CC sub-districts, exterior finish materials additionally include carbon-based wall systems (including carbon fiber), ceramics, concrete and concrete panels, fiber-cement panels, glass, masonry (including brick, stone, concrete masonry units, and thin-veneer versions of these materials), metal and metal panels, panelized architectural rainscreen systems (any material), photo-voltaic panels (glass or plastic), polymer-based wall cladding, pre-cast concrete, stucco, thin brick, and timber (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(e) Roofs.

(1) Roofing materials in T-3, T-4 and T-5 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp, and shingles including: asphalt, fiberglass, cement fiber, wood, or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In T-6, Municipal, Open and SD-CC sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) The following roofing materials are prohibited in all sub-districts except for T-6, Municipal, Open and SD-CC sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(3) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

(f) Foundations.

(1) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, gallery and shopfront.

(2) Foundations of new additions may match those of the existing building.

(3) Raised foundations in T-3, T-4 and T-5 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Lattice, if used in T-3, T-4 and T-5 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(5) Any solid infill in T-3, T-4 and T-5 sub-districts between the piers should be recessed.

(6) Foundations in T-3, T-4 and T-5 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) The following foundation materials are prohibited in T-3, T-4 and T-5 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) Fences.

(1) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(2) A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH and SD-CC).

(3) Unimproved lots may have fences with a maximum height of six (6) feet along any property line.

(4) Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in (5) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) Prohibited fence materials.

I. Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

II. Chain link fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

(h) Transparency.

(1) The use of reflective glass is prohibited along public frontages within the first six (6) stories from the ground level. In SD-CC sub-districts, reflective glass is prohibited along the South Lawrence Street and Civic Center Drive frontages but is allowed on all stories fronting Canal Street and South Claiborne Street (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) Tinted glass may be allowed as follows:

I. A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(3) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in section 64-3.I.15.

(4) Security bars on windows or doors shall not be visible from the street.

~~(i) Transparency.~~ [DELETE this section, as it was replaced by the 1/17/17 amendment above]

~~(1) The use of tinted or reflective glass is prohibited along public frontages within the first six (6) stories from the ground level.~~

~~(2) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in subsection 64-3.I.15.~~

~~(3) Security bars on windows or doors shall not be visible from the street.~~

15. *Building specification: Frontage standards.*

(a) *Frontages general.*

(1) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

I. The building facade;

II. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;

III. Any front yard landscape elements between the building facade and the public street or space.

(2) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

I. Streetscreens shall be between four (4) and eight (8) feet in height.

II. Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

III. Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

IV. Streetscreens are not considered fences for the purposes of the regulations of this section.

(3) Frontages are divided into the following types: lawn, terrace, stoop, common entry, pedestrian forecourt, vehicular forecourt, gallery, shopfront and plaza.

(4) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(5) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti, and St. Joseph Streets shown on Plate B, "Regulating Plan — Street Hierarchy." All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(6) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(7) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to T-6, Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(8) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

I. At secondary frontages towards the rear of the property.

II. At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

III. At all frontages within SD-WH.

(9) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see section 17-26(e)(3)).

(b) *Encroachments general.*

(1) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the city engineer.

(2) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the city engineer and a right-of-way use agreement. The right-of-way permit and the right-of-way use agreement may require procurement and maintenance of general liability insurance naming the city as an additional insured.

Awnings and canopies shall not be considered permanent structures and do not require a permit from the city engineer.

(c) *Frontage standards for additions to existing buildings.*

(1) Additions to existing buildings in general.

I. Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

II. Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

III. New addition encroachments into the front setback are permitted as follows:

i. Porches, stairs, stoops, and ramps may encroach into the front setback as follows:

a. Up to fifty (50) percent of the front setback depth in T-3 and one hundred (100) percent in all other sub-districts.

b. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(2) Additions to existing buildings in T-3 sub-districts.

I. The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. Shopfronts and galleries are prohibited in T-3.

(3) Additions to existing buildings in T-4 sub-districts.

I. The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. Shopfronts maybe permitted in T-4. Galleries are prohibited.

(4) Additions to existing buildings in T-5 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-5.2.

IV. Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

V. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VI. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

VII. Shopfronts and galleries are permitted in T-5.

(5) Additions to existing buildings in T-6 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-6.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in T-6.

(6) Additions to existing buildings in SD-WH sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. An iron fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of six feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(7) Additions to existing buildings in SD-CC sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above the adjacent grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet, with the exception of SD-CC.5 properties fronting South Lawrence Street, where it is limited to a maximum height of six (6) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback.

VI. Shopfronts and galleries may be permitted in SD-CC sub-districts as noted in Table 3.

(8) Additions to existing buildings in Municipal and Open sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table 3.

Table 3: Frontage Type Summary

Frontage Type	Transect sub-districts									
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	SD-CC.1-4 and 6	SD-CC.5	Municipal	Open
Lawn	□	□	-	-	-	□	□	□	□	□
Terrace	□	□	□	□	-	□	□	□	□	□
Stoop	-	□	□	□	□	□	-	□	□	□
Common Entry	-	□	□	□	-	□	□	□	□	□
Pedestrian Forecourt	-	-	□	□	□	□	□	□	□	□
Vehicular Forecourt	-	-	-	-	□	□	□	-	□	□
Gallery	-	-	□	□	□	-	□	-	□	□
Shopfront	-	□	□	□	□	□	□	-	□	□
Plaza	-	-	-	-	-	-	□	-	□	□

Key: - Prohibited □ Permitted

(d) *Frontage standards for new construction.*

(1) New construction frontage type: Lawn (not permitted in T-5.1, T-5.2 or T-6).

I. General characteristics: The facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

II. The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Encroachments into the front setback are permitted as follows:

i. Porches, stairs, and ramps may encroach into the front setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

ii. Bay windows, roof overhangs, cornices, window and door surrounds and other facade decorations may encroach into the front setback up to two (2) feet.

iii. Stoops may encroach into the front setback up to four (4) feet.

iv. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. Fences may be permitted as follows:

i. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

ii. A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, SD-CC, Municipal and Open sub-districts.

iii. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

V. Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

VI. Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) New construction frontage type: Terrace (not permitted in T-6).

I. General characteristics: The facade is set back from the front property line by an elevated patio.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A raised terrace is required as follows:

i. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front setback for one hundred (100) percent of the width of the facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than

one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

ii. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

IV. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

V. Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

VI. In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

VII. In T-5, SD-WH, SD-CC, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(3) New construction frontage type: Stoop (not permitted in T-3 or SD-CC.1-4 and SD-CC.6).

I. General characteristics: The facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A stoop is required as follows:

i. A masonry stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front setback at the primary entrance. Additional stoops may be located at secondary entrances.

ii. Stoops shall be between four (4) and six (6) feet deep.

iii. Stoops may be recessed into the building facade as an alternative to encroaching into the setback.

iv. Stairs providing access to a porch or stoop may encroach up to the property line.

v. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. An iron fence with or without masonry piers is permitted at the front property line in T-4.

V. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(4) New construction frontage type: Common entry (not permitted in T-3 or T-6).

I. General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

II. The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

IV. Stairs providing access to entrances may encroach up to the property line.

V. An iron fence with or without masonry piers is allowed at the front property line in T-4.

VI. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VIII. Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(5) New construction frontage type: Pedestrian forecourt (not permitted in T-3 or T-4).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

b. Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet.

c. SD-CC sub-districts: no size limit.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

IV. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

V. Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

VI. Pedestrian forecourt frontages may include all elements of a gallery frontage except within the entry courtyard.

(6) New construction frontage type: Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2 or SD-CC.5).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access.

II. Courtyards shall recess no more than fifty (50) percent of the building facade.

III. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

IV. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

b. SD-CC .1-4 and SD-CC.6 sub-districts: no size limit.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

V. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

b. Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a porte-cochere in which case the maximum depth is thirty (30) feet.

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(7) New construction frontage type: Gallery (not permitted in T-3, T-4, SD-WH or SD-CC.5).

I. General characteristics: The facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A gallery is required as follows:

i. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

ii. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

iii. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the facade without gaps.

IV. Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

i. Columns shall be centered on the spandrel beam.

ii. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

iii. Columns shall have a base, shaft and capital.

iv. Columns shall be located a minimum of seven (7) feet from the facade.

V. Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

i. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

ii. Gallery deck structure shall be exposed.

iii. Gallery decks shall be located above the top of transom windows.

VI. Galleries in applicable SD-CC, Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VII. Upper story railings shall be painted metal.

VIII. Upper story columns and railing posts shall align with columns below.

IX. Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the gallery.

X. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

XI. Gallery frontages may include all elements of a shopfront frontage.

Illustration 4: Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(8) New construction frontage type: Shopfront (not permitted in T-3 and SD-CC.5).

I. General characteristics: The building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which

shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (SD-CC, Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

i. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in illustration 4.

ii. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

iii. Transom windows shall have dividing muntins and be free of signage.

iv. Shopfront sign(s) shall be installed above transom windows.

v. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

IV. Shopfronts are subject to the following glazing and coverage requirements:

i. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

ii. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

iii. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

iv. Entries may be recessed from the facade up to eight (8) feet in depth.

V. Ground floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(9) New construction frontage type: Plaza (not permitted in T-3, T-4, T-5.1, T-5.2, T-6 and SD-CC.5).

I. General characteristics: The building facade at the ground floor is oriented to a large area designed to accommodate large gatherings. The area may incorporate one or more of the features of other frontage types, including lawn areas, terrace areas, vehicular forecourts, shopfronts and galleries. The plaza may extend from a street frontage around a building.

II. The finished floor elevation of the first floor shall be as needed to comply with flood elevation requirements.

V. Ground floor movable commercial uses may utilize the plaza area for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Plaza frontages may include awnings, canopies and porte-cochères as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies and porte-cochères shall be fixed and constructed of metal, wood or any other building or roofing materials, singly or in combination, identified in 64-3.I.14.(d) and (e) .

iii. All awnings shall be set back from the curb a minimum of two (2) feet.

vi. A minimum of eight (8) foot clearance to the bottom of the frame shall be maintained above sidewalks, or fourteen (14) foot clearance over vehicular circulation areas.

VII. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

16. *Building requirements: Signage standards.*

(a) *General requirements.*

(1) Installation of signs must be permitted as specified in section 64-11 (11).

(2) Signage may be permitted according to table 5, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

(3) Parking lots throughout the district may install one (1) parking sign.

(4) Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

(5) One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

(6) Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

(7) Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight-foot clearance above adjacent grade.

(8) All signage permitted in this section except for yard signs may encroach into the right-of-way.

(9) Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

(10) Banners that comply with section 64-11 of the City Code, as amended are permitted.

(b) *Neon and LED signs.*

(1) Non-animated neon and LED signs are allowed inside storefront windows.

(2) The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(c) *Upper building signs.*

(1) A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate facades on buildings more than ten (10) stories high.

(2) Upper building signs are limited to the following:

I. The identification of the building or the name of one (1) tenant of the building;

II. A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

III. A maximum of one (1) horizontal or vertical line of letters or symbols;

IV. A maximum font size of eight (8) feet in any dimension;

V. A maximum logo or emblem size of ten (10) feet in any dimension.

(d) *Abandonments.*

(1) An abandoned sign must be removed within ninety (90) days from the date official notice is given by the inspection services department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

(e) *Residential uses, home offices and live-works in T-3 and T-4.*

(1) Signage shall not be illuminated.

(2) Home business signage may be permitted in accordance with illustration 6, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

(f) Pylon signs.

(1) Pylon signs are only allowed in SD-CC.2, 3 and 4 sub-districts, fronting South Claiborne Street.

(2) Two types of pylon signs are available within the SD-CC district: large and medium.

I. The large pylon sign is intended to serve the entire SD-CC district and provide visibility to Interstate 10 regarding events and businesses within the overall SD-CC district. The overall SD-CC district is allowed one large pylon sign.

II. The medium pylon sign is intended to serve individual developments (such as a hotel, restaurant, retail store, etc.) located within the SD-CC.2, 3 and 4 sub-districts. Each individual development, if located on a separate lot, is allowed one medium pylon sign each.

(3) Pylon signs within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices.

(4) A pylon sign may include as part of the overall sign area 'Electronic or digital signs,' subject to compliance with following requirements:

I. Electronic or digital signs may display animation and effects, so long as they do not flash or constitute a flashing sign as defined in section 64-11 of the City Code.

II. All electronic or digital signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

III. The maximum brightness levels for electronic or digital signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

IV. The maximum brightness levels for electronic or digital signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

V. Written certification from the sign manufacturer must be provided at the time of application for a sign permit certifying that the light intensity of the electronic or digital sign has the ability to be set to not to exceed the illumination levels established by this section, and that the intensity level is protected from manipulation by password protected software or other approved method.

VI. All electronic or digital signs shall contain a default design that will freeze the device and message in one position if a malfunction occurs.

VII. Due to the proximity of Interstate 10, additional review and approval by the Alabama Department of Transportation may be required.

Table 5: Signage Standards

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
1. Sandwich board	1 per business, shall be removed outside of business hours	Maximum 2 ft. wide and 3 ft. tall. Sandwich board shall not reduce pedestrian passage width to less than 4 ft.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC
2. Diagonal corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
3. Fabric awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
5. Upper building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3 feet tall by building length, except in SD-CC districts facing South Claiborne Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
6. Hanging blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
7. Individual storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
8. Internal neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
9. Painted wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
10. Yard blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
11. Address number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH, SD-CC
12. Wall plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6 and SD-CC.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
13. Wayfinding	May be located on right-of-way or private property; 1 per block or site	Maximum 5 ft. tall; maximum 20 sq. ft. of signage per face, maximum total of 50 sq. ft. of signage on all faces	No restrictions	Allowed on A streets in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
14. Monument	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces. In SD-CC districts, sign may be a maximum of 20 feet wide, with a limit of 100 sq. ft. of signage per face.	No restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
15. Free-standing/pole	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of	No restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
		40 sq. ft. of signage on all faces		
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No restrictions	Allowed in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
17. Parking lot identification signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No restrictions	Allowed in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
18. Pylon - large	1 per Special District, only fronting South Claiborne Street	Maximum height 60 feet; maximum area 300 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
19. Pylon - medium	1 per site, only fronting South Claiborne Street	Maximum height 30 feet; maximum area 150 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
20. Wall	1 per building façade.	Maximum area 300 square feet per façade.	No restrictions.	SD-CC.2-4

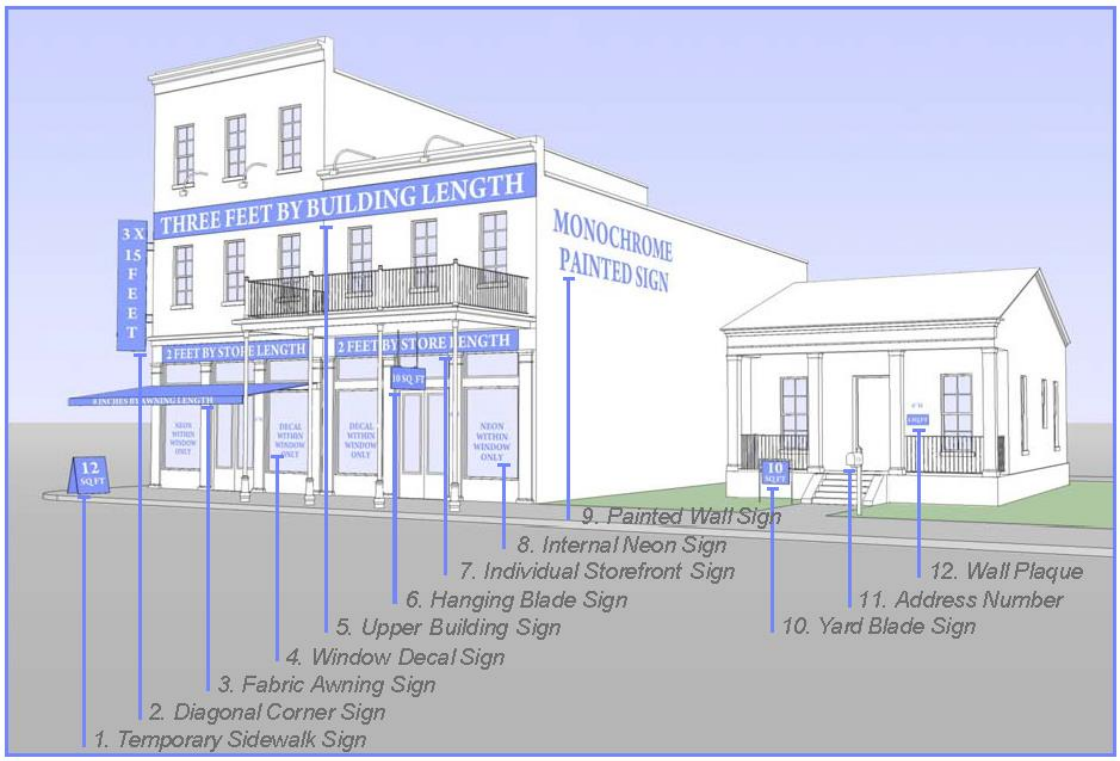
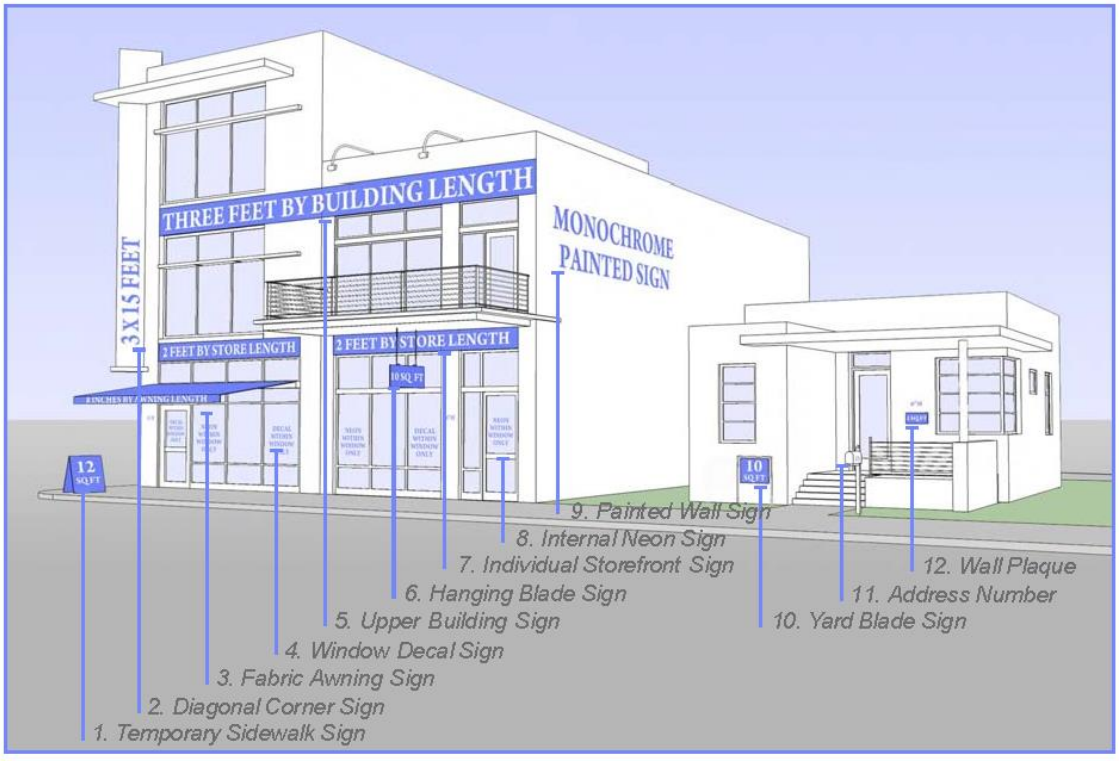


Illustration 6: Signage Placement



The illustration above demonstrates the regulations of this Code as they apply to typical structures in T-5.

17. *Definitions.* Paragraph 64-3.I.17 provides definitions for terms in this section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then the planning & zoning department shall determine the correct definition.

A-streets: those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street."

Accessory dwelling unit: An apartment not greater than six hundred (600) square feet sharing ownership with a principal building; it may or may not be within an outbuilding.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A private frontage principally for retail use wherein the facade is an arched colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable fabric shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

B-streets: those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of A-streets. See "A-street."

Balconies: A platform projecting from an upper-story door that is enclosed with a balustrade and not supported by columns.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater, or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall. See Illustration 6.

Brew pub: An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, chapter 4A of the Code of Ala. 1975, which qualifications include but are not necessarily limited to the requirements that such brewpub must contain and operate a restaurant with a seating capacity of not less than eighty (80), and that the beer shall be sold at retail for on premises consumption only.

Building height: The vertical extent of a building measured in stories.

Building placement: The placement of a building on its property.

By right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater, or entertainment venue with less than one hundred-person occupancy load.

Canopy: A fixed metal or wood shading structure, cantilevered or otherwise entirely supported from a building, used for decoration or to protect outdoor spaces from sun, rain, and other natural conditions.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic parking reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil support: Private and non-profit functions that provide essential supports to the municipality.

Commercial: The term collectively defining workplace, office, retail, and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage, and height.

Corner property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Electronic or digital signs: Any sign, billboard, display, or device, or portion thereof, which electronically changes the fixed display screen composed of a series of lights, including light emitting diodes, fiber optics, or other similar technology. "Digital or electronic signs" include computer programmable, microprocessor controlled electronic, or digital displays that display electronic images, graphics, or pictures, with or without textual information.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A permeable wall, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. A fence may be of chain link only in limited conditions along side and rear yards and never in frontages.

Forecourt: A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure (also referred to as pole signs).

Front setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments. Front setbacks are required on both primary and secondary frontages. See "primary frontage and secondary frontage."

Frontage: Both the public and private area extending from the building façade to the edge of the street pavement. Frontage is divided into private frontage and public frontage.

Frontage buildout: The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line: A property line bordering a public frontage or thoroughfare.

Gallery: A frontage type wherein the facade is aligned close to the frontage line with an attached cantilevered balcony or lightweight colonnade overlapping the sidewalk.

Hedge: A foliated boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.

Home office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs.

Liner building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging: A building use available for daily and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile historic development commission or *MHDC:* The city historic development commission established by chapter 44 of the Mobile City Code.

Monument sign: A monolithic at grade sign independent from any building or structure.

Mural: Any piece of artwork painted, tiled or otherwise applied directly on an exterior wall.

Net property area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Plaza: An open area that is usually near buildings and that often has landscaping and places to sit or walk.

Porch: An open air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Portable retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building: The main building on a property, usually located toward the frontage.

Principal entrance: The main point of access for pedestrians into a building.

Primary frontage: The private frontage designated to bear the address, principal entrance of the building, and the measure of minimum property width. See "frontage."

Private frontage: The privately held layer between the frontage line and the required setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property line: The boundary that legally and geometrically demarcates a property.

Property width: The length of the principal frontage line of a property.

Public frontage: The area between the pavement of a thoroughfare and frontage lines.

Pylon: A large structure with signage.

Rear setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating plan: A zoning map or set of maps that show the zoning districts, transect sub-districts, municipal districts, special districts, special requirements, noise districts, and frontage assignments of areas subject to, or potentially subject to, regulation by this section.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary frontage: A private frontage that is not the principal frontage.

Setback: The area of a property measured from the property line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments.

Service area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD): An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this section.

Stoop: An exterior stair and landing at the building entrance. Stoops may be covered by a roof structure supported by columns or wall brackets.

Story: A habitable level within a building by which height is measured, excluding an attic or raised basement.

Streetscreen: A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

This section: Refers to section 3 "Districts" of chapter 64 "Zoning" of the City of Mobile Code.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted, and are generally of a cohesive design for specific areas or types. Wayfinding signs may be mounted on utility poles. Wayfinding signs are not advertisements for individual businesses.