

AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, March 19, 2024, 10:30 AM

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. ROLL CALL
- 5. STATEMENT OF RULES BY COUNCIL PRESIDENT
- 6. <u>APPROVAL OF MINUTES</u>

March 12, 2024

- 7. COMMUNICATIONS FROM THE MAYOR
- 8. ADOPTION OF THE AGENDA
- 9. APPEALS

Request of Craig Walker for a waiver of the Noise Ordinance at Mardi Gras Park on April 13, 2024, from 2:00 p.m. - 8:00 p.m. (District 2).

Request of Susan Comeaux for a waiver of the Noise Ordinance at Washington Square Park on May 12, 2024, from 3:00 p.m. - 6:00 p.m. (District 2).

Request of John Cutts for a waiver of the Noise Ordinance at McNally Park on March 23, 2024, from 10:00 a.m. - 3:00 p.m. (District 3).

Request of Delaney Thull for a waiver of the Noise Ordinance at 3228 Park Street on April 6, 2024, from 4:00 p.m. - 10:00 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 952 Minor Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 550 Osage Street a public nuisance and order it demolished (District 2).

Public hearing to fix costs for demolition of the structure at 2102 Agate Avenue; \$3,400.00 (District 2).

Public hearing to fix costs for demolition of the structure at 56 S. Lafayette Street; \$3,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1057 State Street; \$3,700.00 (District 2).

Public hearing to declare the structure at 320 Cody Road South a public nuisance and order it demolished (District 6).

Public hearing to consider the application of Rodney Dozier to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - Address freedom of speech.

LaJill McNeil - Teenage crime and violence.

Pastor Valenia Green - Slum lords and the City's commitment to regulating rental properties.

Robert Clopton Sr., - Speak about comic cowboys sign conveying the tasing death of a young man.

12. ORDINANCES HELD OVER

46-059 Ordinance amending Chapter 46, "Police Department and Law Enforcement", of the Mobile City Code (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

09-018 Ordinance amending Chapter 15, Article III, Section 15-72 of the Mobile City Code and setting term limits for membership on the Mobile Public Library Board (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

25-022 Ordinance amending Chapter 25 Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS HELD OVER

37-205 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to The Sticky Rooster; 5335 Hwy. 90 (sponsored by Councilmember Reynolds).

40-218 Declare the structure at 1328 Adams Street a public nuisance and order

it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

- 60-214 Resolution stating changes to Mobile Police Department policy regarding "no-knock warrants" and "pre-dawn raids" shall be disclosed to the City Council (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).
- 01-224 Authorize agreement with Mobile County, Alabama for upgrading courtroom technology (sponsored by Mayor Stimpson) (submitted by James Barber, Chief of Staff).
- 01-225 Authorize agreement with the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant Program (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).
- 09-226 Allocate funds in the Storm Water fund to Capital Project Municipal Storm Water Fees Project for storm water management projects; \$2,820,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).
- 21-227 Authorize contract with Galls, LLC for uniforms for MFRD; \$225,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

15. ORDINANCES BEING INTRODUCED

34-023 Ordinance to levy taxes for the tax year beginning October 1, 2024, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Stimpson).

16. CONSENT RESOLUTIONS BEING INTRODUCED

- 09-230 Transfer funds from District 1 Discretionary Account to Mobile Parks & Recreation General Fund Account to assist with Back-to-School event (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).
- 37-231 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Second Annual Iron Hand Homebrew Festival (sponsored by Councilmember Carroll).
- 31-232 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Justice, Office of Violence Against Women; \$500,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Rob Laskey, Public

Safety).

- 31-233 Authorize the Mayor to apply, accept, and receive a grant to the U.S. Department of Transportation; \$85,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).
- 40-234 Declare the structure at 952 Minor Street a public nuisance and order it demolished (sponsored by Councilmember Penn).
- 40-235 Declare the structure at 550 Osage Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).
- 40-236 Declare the structure at 320 Cody Road South a public nuisance and order it demolished (sponsored by Councilmember Woods).
- 40-237 Fix costs for demolition of the structure at 2102 Agate Avenue (sponsored by Councilmember Carroll).
- 40-238 Fix costs for demolition of the structure at 56 S. Lafayette Street (sponsored by Councilmember Carroll).
- 40-239 Fix costs for demolition of the structure at 1057 State Street (sponsored by Councilmember Carroll).
- 58-240 Authorize removal of weeds, Group 1649.
- 58-241 Authorize removal of weeds, Group 1652.
- 60-242 Approve award of special bonus to the Firefighter of the Month; Chestang (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).
- 60-243 Approve award of special bonus to the Officer of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).
- 60-244 Determine an appropriation to Clarke Legacy Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).
- 60-245 Determine an appropriation to The Fuse Project serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).
- 03-262 Re-appoint Theodore Blunt, Jr. to the Electrical Examiners Board (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

17. RESOLUTIONS BEING INTRODUCED

09-246 Allocate funds from Unassigned Fund Balance in the General Fund to Capital Improvement Fund, Capital Project Civic Center Projects (sponsored

- by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).
- 08-247 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; \$18,078.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-248 Approve purchase order to Noble Supply & Logistics, LLC for portable x-ray system and generator for MPD; \$70,042.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-249 Approve purchase order to Sansom Equipment Co., Inc. for replacement parts for garbage trucks; \$48,752.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-250 Approve purchase order to SHI International Corp. for 12 month subscription for Terranova cybersecurity training services for MIT; \$23,425.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-251 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for two ambulances for MFRD; \$252,938.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-252 Approve purchase order to Sumuri, LLC for forensic computer workstation for MPD; \$19,568.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-253 Authorize contract with CDG, Inc. for professional services for Municipal Garage above ground service tank; \$69,975.00; (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).
- 21-254 Authorize contract amendment #2 with Goodwyn Mills Cawood, LLC for master plan improvements at the Civic Center; \$16,704,096.00 additional (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, REAM Dept.).
- 21-255 Authorize contract with McCrory & Williams, Inc. for Cypress Shores drainage improvements CEI; \$80,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).
- 21-256 Authorize contract amendment #1 with Volkert, Inc. for Civic Center project management and site design; \$ 5,577,031.00 additional (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, REAM Dept.).
- 37-257 Consider the application of Rodney Dozier to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).
- 60-258 Authorize Settlement Agreement; MYMS, Inc. (sponsored by Mayor

Stimpson) (submitted by Ricardo Woods, City Attorney). 60-259 Authorize Settlement Agreement and Release of Claims; Reed (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-260 Authorize Settlement Agreement and Release of Claims; Watts (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01- 263 Authorize contract with Global Spectrum, L.P., d/b/a OVG 360, to manage the Mobile Convention Center and Saenger Theatre (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM Dept.).

18. CALL FOR PUBLIC HEARINGS

41-261 Call for public hearing to consider a Conditional Use Permit for property located at 5032 Government Boulevard (scheduled for April 16, 2024) (District 4).

19. ANNOUNCEMENTS



Agenda of:3/19/2024

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Upload Date Description Type

No Attachments Available

REVIEWERS:

Department Reviewer Action Date

3/14/2024 - 8:59 City Clerk Gauthier, Lana Approved

AM



Agenda of:3/19/2024

Submitted by:

Lisa C. Lambert, City Clerk

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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/13/2024 - 3:44 PM



Agenda of:3/19/2024

Submitted by:

Lisa C. Lambert, City Clerk

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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/13/2024 - 3:46 PM



Agenda of:3/19/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/13/2024 - 3:42 PM



Agenda of:3/19/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/13/2024 - 3:48 PM

11



Agenda of:3/19/2024

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 3/14/2024 - 11:18 AM



Agenda of:3/19/2024

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 3/14/2024 - 11:36 AM



Agenda of:3/19/2024

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 3/14/2024 - 11:08 AM



Agenda of:3/19/2024

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 3/14/2024 - 11:10 AM



Agenda of:3/19/2024

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 3/14/2024 - 11:13 AM



Agenda of:3/19/2024

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 3/14/2024 - 12:33 PM



Agenda of:3/19/2024

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 3/18/2024 - 12:00 PM



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Mass Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 12:34 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net> Wed 3/13/2024 10:23 AM To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sabrina Mass

Date To Address Council: 2024-03-19

Address: 1050 Belvedere circle west

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address and make public apology to District 1 Councilman and address Constitutional Rights 1st Amendment on Freedom of Speech and Freedom of Expression to all..rights of citizens..not just the selected few..

Pertain To City Business: Business

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-03-13 10:23:47

This submission was recieved from your website https://www.cityofmobile.org/



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date McNeil Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 12:46 PM



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 City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. 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

Name: LOSIII MCNEI Date: 3-14-24

Address: 7346 Raleigh Way North Mobile. Al 36693

Phone: 251209-10953 Email: lajill_ross & commonst net

Date to Address City Council: 3-10-24

Subject and/or specific questions (must complete): Teenage Crime

And violence.

How does this pertain to city business (must complete):

Because the mobile police dept. City

of Mobile and MCPSS all wants

The problem but MCPSS

IS the problem.



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date
Green Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 12:48 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net> Thu 3/14/2024 10:08 AM To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Valenia Green

Date To Address Council: 2024-03-19

Address: 603 Delaware St.

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: Slum Lords

Pertain To City Business: Slum Lords and the city's commitment. to regulating neutal

properties. Signature: Pastor Valenia Green

Signature Verify: X

Agree: X

Date Submitted: 2024-03-14 10:08:13

This submission was recieved from your website https://www.cityofmobile.org/



Agenda of:3/19/2024

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Upload Date Description Type

REVIEWERS:

Department Reviewer Action Date

3/14/2024 - 1:44 PM City Clerk Leverette, Tiereney Approved



Agenda of:3/19/2024

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Penn

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date ordinance Cover Memo 11/30/2023

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 11/30/2023 - 1:58 PM

AN ORDINANCE AMENDING CHAPTER 46, "POLICE DEPARTMENT AND LAW ENFORCEMENT" OF THE MOBILE CITY CODE

SPONSORED BY: COUNCILMEMBER CORY PENN

WHEREAS "no-knock" and "pre-dawn" raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in predawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

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

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-11 titled "No-Knock Search Warrants and Pre-Dawn Raids" as follows:

(a) Definitions.

- (1) No-Knock Search Warrant: Any search warrant issued by a judge or magistrate and executed upon a premises that does not require those executing the warrant to knock and announce themselves and their purpose at the premises.
- (2) Pre-Dawn Raid: Any pre-planned police action not in response to an emergency call, whether pursuant to a lawfully issued warrant or otherwise, carried out between midnight and dawn.
- (b) Use of no-knock warrants banned; exceptions.
 - (1) No-Knock Warrants Banned. No law enforcement personnel employed by the City of Mobile shall seek, execute, or participate in the execution of a no-knock warrant at any location within the boundaries of the City of Mobile.
 - (2) Exceptions. No-knock warrants may be sought in limited circumstances where the Chief of Police and the Director of Public

Safety approve of same in writing and certify there is probable cause to believe (A) that entry to the premises at issue without a no-knock warrant poses a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

- (c) Pre-dawn raids banned; exceptions.
 - (1) Pre-Dawn Raids. No law enforcement personnel employed by the City of Mobile shall authorize or perform a pre-dawn raid as defined in this section.
 - (2) Exceptions. A pre-dawn raid may be authorized if the Chief of Police and the Director of Public Safety approve of same in writing and certify there is probable cause to believe (A) that pre-dawn entry to the premises at issue is necessary to prevent a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

SECTION TWO: Miscellaneous.

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:		
City Clerk		



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date ordinance Cover Memo 2/22/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 2/22/2024 - 12:57 PM

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL

AN ORDINANCE AMENDING CHAPTER 15, ARTICLE III, SECTION 15-72 OF THE MOBILE CITY CODE AND SETTING TERM LIMITATIONS FOR MEMBERSHIP ON THE MOBILE PUBLIC LIBRARY BOARD

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

SECTION ONE: Mobile City Code Section 15-72 is hereby amended and restated in full to read as follows:

All appointments to the library board shall be for a term of four (4) years. Board members are eligible for one (1) reappointment upon the expiration of their first term. In the event a board member is appointed to fill the remainder of an unexpired term, that term shall not count as their first term for purposes of this section.

SECTION TWO: Miscellaneous.

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

Adopted:		
City Clerk		



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date ordinance Cover Memo 3/12/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/12/2024 - 9:52 AM

25-022 2024

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

- (a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
- (b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:

- (1) Apartment is a separate dwelling unit occupied by a single household in a multi-dwelling unit.
- (2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with gases and/or fluids, such as helium, hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.
- (3) *Balloon Release*: Any knowing or intentional act resulting in balloons being displayed or released out of doors and allowed to fly in any manner that results in the loss of control over the balloon or the abandonment of the balloon.
- (4) Bulk container is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.
- (5) Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
- (6) Cigarette litter receptacle is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.
- (7) City means the City of Mobile, in the County of Mobile, in the State of Alabama.
- (8) City limits are the corporate boundaries of the City.
- (9) Commercial premises is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.
- (10) Commercial waste means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, tree trimmings, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.
- (11) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.
- (12) Construction Debris means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.
- (13) Corrective notice is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.
- (14) *Domestic waste:* Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term domestic waste does not include waste from any commercial

- or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.
- (15) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.
- (16) Enforcement Officer means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.
- (17) Food service facility Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.
- (18) *Garbage* means all discarded foods, animal and vegetable matter, putrescible substances and food and drink packaging. Garbage does not include liquid or bodily waste. (19) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.
- (20) *Grease hauler:* Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.
- (21) Hazardous materials/waste means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.
- (22) Household means a single-family residence, an individual mobile home, and/or a multi-family residence.
- (23) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quadplex. This term does not include multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
- (24) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
- (25) *Junk* refers to any vehicle parts, rubber tires, appliances, furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, scrapped, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.
- (26) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.
- (27) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.
- (28) Litter receptacle is a container constructed and placed for use as a depository for litter.
- (29) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, recreational vehicles, mobile homes, and similar transportable structures placed on a site and intended to be improved property.
- (30) Manufactured home park means any plot of ground on which two (2) or more mobile homes, manufactured homes, or recreational vehicles (RVs) are located. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).
- (31) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.
- (32) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.

- (33) *Municipal offense ticket* (MOT) is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).
- (34) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.
- (35) Owner is any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the county revenue commissioner.
- (36) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.
- (37) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.
- (38) *Premises* means any building or real property.
- (39) Private property is property owned by any person as defined herein.
- (40) Private road or driveway shall mean every road or driveway not open to the use of the public for purposes of vehicular travel.
- (41) *Public nuisance* includes any uncultivated growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.
- (42) Putrescible means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.
- (43) Qualified Business Enterprise is a restaurant, bar, or other substantially similar establishment approved and registered by the Public Services Department operating within the Downtown Business District as defined in this chapter. All businesses receiving services prior to passage of this ordinance revision will be automatically registered and continue receiving services until such time as the business is sold, transferred, or conveyed at which that time, the new business would be required to meet all requirements of this chapter.
- (44) Refuse is a term applied generally to trash, garbage, debris, litter, and any discarded materials.
- (45) Residential premises are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.
- (46) *Scrap Tire* means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect or has been discarded with the intent of final disposal.
- (47) Septage hauler Any person who removes domestic waste from a premises and transports the waste over a public road.
- (48) Single-family residence means a structure maintained and used as a single-dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit. The dwelling may be owner-occupied or tenant occupied.
- (49) Sky lantern means an airborne lantern typically made of paper with a wood or wire frame containing a candle, fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky lanterns shall not include hot-air balloons used for transporting persons.
- (50) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.
- (51) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an UNTCC.
- (52) UTCC is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.
- (53) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

Sec. 25-3 – Department of Public Services, Public Works

- (a) The Department of Public Services may from time to time establish guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.
- (b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Public Services. Any changes will be made public a minimum of two weeks prior to the change being implemented.
- (c) Changes in pickup schedules due to emergency or natural disaster will be published on the City of Mobile website at www.CityofMobile.org.

Sec. 25-4 – General Requirements

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage cart or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

Sec. 25-5 – Household garbage.

- (a) *Frequency*. Pickup of household garbage is once per week based on the household address. Holiday schedules may vary.
- (b) Garbage cart issuance. The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.
- (c) Garbage carts.
 - (1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.
 - (2) No intentional marking, drawing, or writing, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching.
 - (3) Removal of garbage cart from the assigned address shall be prohibited.
 - (4) If the garbage cart is damaged by the City of Mobile beyond the point of serviceability, it will be replaced or repaired at no cost to the homeowner.
 - (5) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.
- (d) *Quantity*. Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.
- (e) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these carts, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.
- (f) Location. All garbage carts shall be placed curbside and not placed in the street. Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.

Carts placed in medians or on vacant lots will not be collected. Carts shall not obstruct the flow of traffic. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

- (g) *Time*. Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at www.cityofmobile.org. It shall be a violation of this Chapter punishable under Article Three hereof to allow a container to remain by the curb beyond the time stated above.
- (h) *Hazardous materials/waste*. It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.
- (i) *Scrap Tires*. It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts.
- (j) Service on Private roads. Garbage pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of City Public Services vehicles. Contact Public Services for procedures and requirements. The City reserves the right to deny or cease service.

Sec. 25-6 – Household trash.

- (a) *Frequency*. Pick-up is scheduled for every other week. Holidays may cause this schedule to be reduced or changed. See www.cityofmobile.org for the holiday schedule.
- (b) Quantity.
 - (1) Maximum collection limit for pick-up at no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)
 - (2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household may contact the city to collect an oversized load for a fee. Fee is based on the size of the load. Oversized loads may not reside on the curb unless approved by the City. The Department of Public Services may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.
 - (3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.
- (c) *Time*. Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.
- (d) Location. Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:
 - (1) On medians, on vacant or abandoned residential or commercial property.
 - (2) Obstructing sidewalks.
 - (3) Obstructing gutters, ditches, or any portions of the city's drain system.
 - (4) Obstructing the street, creating a traffic hazard.
 - (5) In a location that could cause a fire hazard, with trash not eligible for city pickup.
 - (6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, or at the base of trees located within the City of Mobile rights-of-way.

- (7) Under low hanging power lines, TV cables or low tree limbs.
- (e) Leaves, straw, and clippings may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.
- (f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:
 - (1) Limbs greater than twelve (12) inches in diameter;
 - (2) Limbs greater than six (6) feet in length;
 - (3) Construction debris (including home improvement projects);
 - (4) Materials from commercial projects;
 - (5) Materials from evictions;
 - (6) Any materials accumulated from commercial businesses;
 - (7) Materials from tree removal services (private companies) hired to remove trees or branches; or
 - (8) Scrap tires.
- (g) Service on Private roads. Household trash pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of City Public Services vehicles. Contact Public Services for procedures and requirements. The City reserves the right to deny or cease service.
- (h) Failure to comply with any requirement of this Section 25-6 shall be a violation.

Sec. 25-7 – Hazardous materials/waste.

- (a) It shall be a violation punishable under Article Three hereof to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items.
- (b) Large volumes and/or non-household broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.
- (c) Failure to comply with any requirement of this Section 25-7 shall be a violation.

Sec. 25-8 – Downtown Business District

- (a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.
- (b) Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.
- (c) Garbage Carts.
 - (1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City-issued garbage carts. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.
 - (2) Maintenance. Garbage carts that have deteriorated to the extent of being cracked, having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, or are leaking will not be collected. Deteriorated carts will be removed and replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside. If the garbage cart is damaged by the City of Mobile, it will be replaced at no cost to the business owner.

- (3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching. Businesses may add their company name on the handle side of the cart no larger than 6 inches tall by 12 inches wide.
- (4) It shall be a violation punishable under Article Three hereof to intentionally damage or remove a garbage cart from the assigned address.
- (d) Quantity. All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in city-issued garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.
- (e) Location. Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized. Carts shall not obstruct the flow of traffic.
- (f) *Time*. Garbage Carts in the Downtown Business District shall not reside on the sidewalk or curb between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the garbage carts shall remove them from the streets and sidewalks of the city not later than two hours after the garbage has been collected. Garbage carts may be placed in alleys at any time.
- (g) All parking lots, within the Downtown Business District, must be cleaned of all litter, trash, and debris at a minimum of once every 24 hours, and more often if litter from the parking lot is found on neighboring properties.
- (h) Failure to comply with any provision of 25-8 shall be a violation of this section punishable under Article Three hereof.

Sec. 25-9 – Commercial, Outside of Downtown Business District

- (a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located outside of the Downtown Business District.
- (b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.
- (c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.
- (d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:
 - (1) The name of the entity or business using the dumpster;
 - (2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and
 - (3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.
- (e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

- (1) Dumpster enclosures must meet the following criteria:
 - (a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.
 - (b) The dumpster enclosure may 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.
 - (c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.
 - (d) The dumpster enclosure must be kept in good repair and condition.
 - (e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.
 - (1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.
- (f) It shall be unlawful for any person to deliver, pick up, empty or raise any dumpster, or any roll-off box or container in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 10:00 p.m. until 6:00 a.m. The exception to this provision is within the downtown business district or on any school or college property. For purposes of this section, the area is bounded on the North by St. Anthony Street from the Mobile River to Claiborne, then by St. Michael Street from Claiborne Street to Washington Avenue; on the West by Washington Avenue; on the South by Government Street from Washington Avenue to Claiborne Street, then by Church Street to the Mobile River; and on the East by the Mobile River.
- (g) All parking lots, outside and within the Business district, must be cleaned of all litter, trash, and debris at a minimum of once every 24 hours, and more often if litter from the parking lot is found on neighboring properties.
- (h) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

Sec. 25-10 – Commercial Waste/Collection

- (a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under "public nuisance" in Section 25-2 Definitions. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.
- (b) All persons performing construction and demolition work shall provide on-site receptacles for loose debris, building material waste, scrap building materials, and other litter products sufficient to prevent the scattering of such materials by wind or rain.
- (c) All owners or occupants of commercial premises shall provide on-site receptacles for loose debris and other litter products to prevent the scattering of such materials by wind or rain.

- (d) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.
- (e) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriately sized litter receptacles and/or dumpsters; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs, but no later than 24 hours after the spillage/overflow.
- (f) Where commercial enterprises share parking lots, the occupant and/or owner shall designate who will be responsible for the container. That designated enterprise shall put their name and contact information on the container and take ownership over its maintenance.
- (g) Containers (litter receptacles and/or dumpsters) required by this section shall be of sufficient size to hold the litter and other waste from visitors to the commercial enterprise between emptying of the container(s). If the container is overflowing, additional or larger containers must be added.
- (h) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.
- (i) Any owner or occupant of commercial premises that has a litter receptacle located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party's (Dumpster info 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 20 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 20 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.
- (j) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.

- (a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:
 - (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
 - (2) The sides and tailgate should be at least four (4) feet in height.
 - (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12" down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at a speed less than 15 mph.
 - (4) Tanks, containers and other receptacles shall be watertight and operators shall use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.
- (b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time
- (c) Each truck, trailer, or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the capacity in cubic yards of the dump bed, dump box, truck bed, or trailer bed or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

- (d) No such truck or other vehicle shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and the City Revenue Department may refuse to issue a license for any such truck until such truck has been examined by the city police department inspection official and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.
- (e) It shall also be unlawful for any person to pick up construction or demolition material, garbage, trash, rubbish, recyclable materials, or any combination thereof, with a truck which has a compactor or the capacity to raise, move, or empty any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 10:00 p.m. until 6:00 a.m. The exception to this provision is within the downtown business district or on any school or college property. For purposes of this section, the area is bounded on the North by St. Anthony Street from the Mobile River to Claiborne, then by St. Michael Street from Claiborne Street to Washington Avenue; on the West by Washington Avenue; on the South by Government Street from Washington Avenue to Claiborne Street, then by Church Street to the Mobile River; and on the East by the Mobile River.
- (f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.
- (g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

ARTICLE II. LITTER¹

Sec. 25-20 – Cleaning litter, trash, or junk from private property.

- (a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also dispose of litter, garbage, junk, or trash located on that property in accordance with all sections of this ordinance. It shall not be a defense that the litter was placed or caused by a third party.
- (b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.
- (c) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

Sec. 25-21 – Litter receptacles.

- (a) Outside the Downtown Business District, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.
- (b) Litter receptacles on any premises shall meet the following minimum standards:

- (1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.
- (2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.
- (3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.
- (c) Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking in addition to any other penalties.
- (d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

Sec. 25-22 – Littering from a vehicle.

- (a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.
- (b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.
- (c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is fully covered, secured, or sealed to prevent the following to the public health or the environment:
 - (1) any loss or spillage during hauling,
 - (2) littering of streets or highways,
 - (3) nuisances,
 - (4) or hazards.
- (d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.
- (e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

Sec. 25-23 – Sweeping litter into street.

(a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

Sec. 25-24 – Dumping of litter, trash, or junk.

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash, or junk on any private or public property unless granted express permission to dispose of materials in receptacles that comply with

the requirements of this chapter or in an area designated by the state department of environmental management as a permitted disposal site (properly permitted landfill).

(b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee is authorized to make a determination as to whether or not an action should be brought against the person for violating this section. Written notice of the City's determination shall be provided to the respondent before an MOT or UNTCC is issued.

Sec. 25-25 – Removal of litter from litter receptacles.

- (a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.
- (b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.

- (a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way.
- (b) *Exception*. Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

Sec. 25-27 – Balloon or Sky Lantern Release.

- (a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:
 - (1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
 - (2) Balloons released indoors.

Article III – Enforcement

Sec. 25-30 – Violations

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.

- (b) It is a violation to fail to comply with any provision of Chapter 25. All violations are punishable as per Section 25-33.
- (c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

Sec. 25-31 – Enforcement procedures.

Sec. 25-32 – Failure to comply with corrective notices.

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

Sec. 25-33 – Penalties.

- (a) It shall be unlawful for any person to violate any provision of Chapter 25.
- (b) First violation of chapter. For a first-time violation of this chapter, a defendant may elect to plead guilty before a magistrate. The penalty shall be a two-hundred and fifty (\$250) dollar fine, plus court costs. A defendant in lieu of appearing before a magistrate may sign a guilty plea and waiver of trial provisions on a municipal offense ticket or uniform nontraffic citation and complaint ("UNTCC") and deliver the amount of the fine and costs to the clerk of the municipal court, or mail the correct amount pursuant to this section to the clerk of the municipal court, P.O. Box 2446, Mobile, Alabama 36652.
- (c) Subsequent violations of chapter. For subsequent violations of this chapter a court appearance is required.
- (d) Each day a violation of this chapter is committed or permitted to continue shall constitute a separate offense.
- (e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars (\$350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.
- (f) Three convictions of Chapter 25 within a twelve-month period for offenses by a business establishment, or its agents, will result in immediate placement on the City Council agenda for consideration of the suspension or revocation of the business license. See the City of Mobile Code, Chapter 34.
- (g) A schedule of fines for violations of this chapter shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ARTICLE IV. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

This body of regulations shall be known as the septage and grease hauler regulations.

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

- (a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.
- (b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.
- (c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.
- (d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

Sec. 25-42 – License required.

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

Sec. 25-43 – Operating requirements.

- (a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.
- (b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.
- (c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.
- (d) Any violation of this code section may result in the issuance of a MOT or UNTCC to the operator and or vehicle's owner of the septage or grease hauler vehicle.

Adopted:			
City Clerk			



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 2/29/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 2/29/2024 - 9:51 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

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
----------------------	--------------------------------------

Adopted:		
	City Clerk	



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

WILLIAM CARROLL

district 2

BEN REYNOLDS DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date	
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024	

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board PO Box 1151 Montgomery AL 36101						
Gentlemen:						
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:						
License Type(s)						
010 - LOUNGE RETAIL LIQUOR CLASS I						
Legal Business Name	GREGGORY ALL	EN T	OSSPON			
Trade Name (DBA)	THE STICKY ROO	OSTE	R			
Location Address	5335 HIGHWAY 9	0				
City, State, Zip Code	MOBILE	AL	36619			
Comments			Yours Very Truly,			
			Mobile City Council President			
	Applicant Signature		Date	1		



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN DISTRICT 1

WILLIAM CARROLL DISTRICT 2

BEN REYNOLDS

DISTRICT 4

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JOSH WOODS

DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date	
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024	

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgo	everage Control Board mery AL 36101					
Gentlemen:						
	he City of Mobile does hereby co y's corporate limits, to the issuan	onsent to the applicant referenced below, which is ce of:				
	010 - LOUNGE RETAIL	L LIQUOR CLASS I				
Legal Business Name	GREGGORY ALLEN T	TOSSPON				
Trade Name (DBA)	THE STICKY ROOSTE	THE STICKY ROOSTER				
Location Address	5335 HIGHWAY 90					
City, State, Zip Code	MOBILE AL	36619				
Comments		Yours Very Truly,				
		Mobile City Council President				
	Applicant Signature	Date				

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

MOBILE

AL 36619

Business Contact Person Information						
Name	Title	Phone	Email			
GREGGORY A TOSSPON	OWNER		STICKYVH1993@GMAIL.COM			

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 03.08.2024

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Ty	pe		Application	n Number License Number Assigned		City Council Agendo Date		
02/20/2024	NEW APPLI			2024 -	5614	12	6677	March 5, 2024	
License Type applied	for with Alaba	ma ABC Boar	d		21	nd Liceme Ty	pe applied for w	ith Alabama	ABC Board
010 - LOUNGE RE	TAIL LIQUO	OR CLASS I							
Business Inform	The state of the s								
Legal Business Name					Trade No	orne (DBA)			
GRE	GGORY AI	LLEN TO	SSPON		THE STICKY ROOSTER				
Business Structure Ty	pe		Incorporat	tion Date	Entity ID State County				
SP - SOLE PROPI	ETORSHIP								
Federal Tax ID (FEI)	1)	AL State To	ox IO						
414-98-4			01196571	7					
Physical Address of Business (Street Address, Suite #)				City			State	Zip Code	
5335 HIGHWAY 90					MOBII	LE	AL	36619	
Mailing Address for Business (PO Box, Street Name, Suite #)				City			State	Zip Code	
								AL	9
Primary Business Activity at this location				If Locatio	on Transfer, P	Previous Street Ad	ddress and Zip	Code	
LOUNGE/BAR				N/A					
Business Conta	t Person Info	rmation							
Name		Title			Phone		Email		
GREGGORY A	TOSSPON	ow	NER	POA			STICKYV	/H1993@	GMAIL.COM
If TRANSFER o		ious License	e Informat	tion					
Legal Business Name	Company Co.				Trade No	ome (DBA)			
	N.	/A							
License Type					License Number Any ABC Pending Actions				
Land/Building	nformation								
Do you own or ren	t/lease the pro	perty? RE	NT/LEAS	SE - SIG	NED and	NOTAR	IZED LEAS	SE ATTAC	CHED
Property Owner No.	me				Prop Owner Phone Property Owner Email				
	TIMOTHY S	CHIMENT	0		TSCHIMENTO@BELLSOUTH.NET				ELLSOUTH.NET
Property Owner Ad	dress				City			State	de
District F			9						
Bldg Square Footag		ng Capacity	medicom	racilities	Patio Area		ructure		se Covers
3,000	5	50	YES		NO	SINGLE		ENTIRE	STRUCTURE
	Oo the premi	ses have a f	ully equip	ped and o	perationa	l bitchen?	NO		
Is the busine	Is the business used to habitually and principally provide food to the public? NO								
Is the business ed	unpped with	services and	facilities	for on pre	mises cons	umption?	YES		
	Will the business be operated primarily as a package store? NO								

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers Cop				Сору	by of Driver's License Must Be Provided for each Person			
Full Name (La	st, First, Mic	iciie)		Title		Drivers License (State, Number)		
TOS	SPON,	GREGGORY ALI	LEN	OWNE	R			
Home Street A	Address			City		State	Zip Code	
Date of Birth		Place of Birth (City, St	ate, Nation)		Social Security	Number	Mobile Number	
Have you been charges (whether convicted or not) with any law					1			
Have you bee	If YES, V		Arresting Age		(10) years? Arrest Date	Dispo	osition	
NO								
Do you have a	any existing	State of Alabama ABC	License(s) with a	iny entity in your name?				
	If VES, L	egal Business Name	Business DBA		Address (Stre	et, City, Zip)		
NO								
Full Name () a	et First Mic	(4fa)	-	Title		Outros Utros	(China All Land	
Full Name (Last, First, Middle) N/A				Title		Linvers Licent	se (State, Number)	
Home Street /	Address			City		State	Zip Code	
Date of Birth		Place of Birth (Cit	y, State, Nation))	Social Security	Mobile Number		
Have you bee	If YES, V	(whether convicted or not	Arresting Age					
	11 12.3. 0	TOTAL STATE OF THE	Allesting Ag	ency Arrest Date		1,7500	SHEIGH	
Do you have o		State of Alabama ABC						
	If YES, L	egal Business Name	Business DBA	A	Address (Street, City, Zip)			
					1			
Power of Attorney (POA) Information				Сору	of Driver's Lic	ense Must Be Provided		
Full Name (Last, First, Middle)			Title	Date of Birth	Drivers Licen	se (State, Number)		
		N/A						
Home Street A	Address			City	State	Zip Code	Phone Number	

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

SAS

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CORD

The undersigned agree, if a license is used 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 the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

GM

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile 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 licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

and

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

(All

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.



Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.



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.

Owner/Applicant Printed Name

Date

Owner/Applicant Signature

Title

Sworn to and subscribed before me this 14th

day of FEBRUARY

20 24

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R SHAWN SKINNER

R Shown Skine

November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

CITY OF MOBILE REVENUE DEPARTMENT

February 14, 2024



THE STICKY ROOSTER 5335 USHY 90 WEST MOBILE, AL 36619 USA

ACCOUNT NUMBER: 126677 **TERRITORY 4**

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
1732380	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	<u>DUE</u> \$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE REVENUE DEPARTMENT 205 Government St Mobile, AL 36602

02/14/2024 08:12AM JESSICA C 038566-0001

BUSINESS LICENSE

THE STICKY ROOSTER 126677 2024 Item: 1732380 ALCOHOL APPLICATION

FEE

Principal \$50.00 Interest \$0.00

\$50.00

 Subtotal
 \$50.00

 TP CC FEE
 \$2.50

 Total
 \$52.50

REVENUE CC \$52.50

MasterCard *********3638

Ref=5ffc801b-b62e-46e9-98b8-3c26efc039c7 Auth=081208

Change due \$0.00

Paid by: LLC/THE STICKY ROOSTER



Thank you for your payment

CITY OF MOBILE COPY DUPLICATE RECEIPT

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD





Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I

State: \$300.00 County: \$300.00

Type License:

State:

County:

Trade Name: THE STICKY ROOSTER

Filing Fee: \$50.00

Applicant: GREGGORY ALLEN TOSSPON

Transfer Fee:

Location Address: 5335 HIGHWAY 90 MOBILE AL 36640

Mailing Address:

County: MOBILE

Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: INDIVIDUAL

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated:

State incorporated:

County Incorporated:

Date of Authority:

Federal Tax ID: 99-999999

Alabama State Sales Tax ID: R011965717

Name:	Title:	Date and Place of Birth:	Residence Address:
GREGGORY ALLEN TOSSPON	OWNER		TF
			ľ.

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: GREGGORY TOSSPON

Business Phone: ?

Fax:

Home Phone

Cell Phone:

E-mail: STICKYVH1993@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: 20240117092840823

If applicant is leasing the property, is a copy of the lease agreement attached? Y	ES
Name of Property owner/lessor and phone number: TIMOTHY CHIMENTO	251-751-5027
What is lessors primary business? FIRE CHIEF	201 101 0021
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 le	ssor? NO

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

Nearest residence: 1 blocks

Will the business be operated primarily as	
Building Dimensions Square Footage: 21	OOO Display Square Footage:
Building seating capacity: 50	Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE	License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1	Nearest: 1

Nearest school:

Location is within: CITY LIMITS

Nearest church:
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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



Submitted to Local Government:

Received in District Office:

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240117092840823

Signature page Initial each 4.07 In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. 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. In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, XXV 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. DAL In reference to the Club Application information. I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. 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. The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all 3-16 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. 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): Signature of Applicant: Notary Name (print): SANDY DURHAM Commission expires: Notary Signature: NOTARY PUBLIC ALABAMA - STATE AT LARGE My Compission Expires Sapt 12, 2925 Forwarded to District Office: Application Taken:

Reviewed by Supervisor:

58

Received from Local Government:

Forwarded to Central Office:



U.S. Department of Justice Federal Bureau of Investigation Criminal Justice Information Services Division Clarksburg, WV 26306

DATE: 10-20-2023

GREGGORY ALLEN TOSSPAN 5608 COTTAGE HILL RD. MOBILE, AL 36609 US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

GREGGORY ALLEN TOSSPAN

Search Completed Result

10-20-2023

E2023293000000340045

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.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

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.

Chris Ormerod Section Chief Biometric Services Section Criminal Justice Information Services Division

2024



SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

GREGGORY ALLEN TOSSPON DBA THE STICKY ROOSTER

١	ACCOUNTAGE	ACCOUNTABLER	EMPOUVEDAIL	EXPURATION DATE
1	SLS	R011965717	12/1/2023	12/31/2024

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

Derrick Coloman

Deputy Commissioner

NATCS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5335 HIGHWAY 90 W MOBILE AL 36619-4205



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

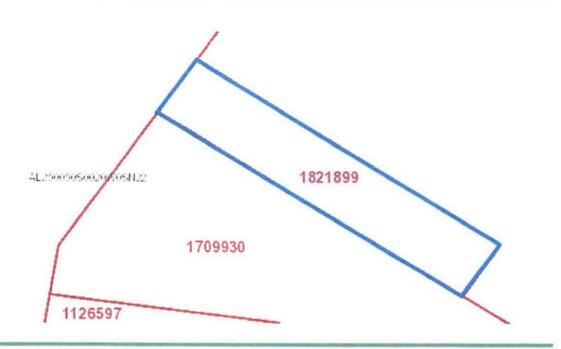
This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

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 Please see attacked Property Record Card for payce 1 # 33 05 22 3 000 010.001				
		VECTO ANTAIN INC AUTOMAC		
	Ownership Type	Company Name		
The above described property is	Owned Leased	to/by Greagor	ry Allen Tosspon	
Who has applied for an ALABAMA ALC	COHOLIC BEVERAGE LIC	ENSE at the above	described location.	
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 30 day of	January	<u>/</u> 20 <u>24</u>	
Rebecca Garner	Notary Signature		My (Notary) Commission Expires	
Notary Stamp	Owner of Property (Print Nam	ie)	Applicant Name (Print Name)	
ID # 66343 REBECCA BOND GARNER Commission Expires Jan. 5, 2025	Owner of Property (Signature Street Address	the Chimento	Applicant Hame (Signature) Luga A Jaspun Street Address	
	vate Agreement Signed			
		30/24	1/30/24	
			Application Property Ownership	

Mobile County Property Search

Key Number: 1821899 For Year 2023

Map



Property Details

Account

Key Number: 1821899

Legal Description: FROM THE INT OF E RWL OF US HWY 90 (160 FT FROM CNTR/L) WITH S/L OF

NOBLE HGTS BLK 1 MBK 3/342 RUN NELY CURVING TO THE RT ALG SD RWL 207 FT M/L TO ANG PT AT CONC R/W MONU TH N 37 DEG 11 MIN E ALG SD RWL 143 FT TO PT FOR POB OF PPTY HEREIN DESC TH CONT 65 FT TO PT TH S 59 DEG 30 MIN 00 SEC E 310 FT TO PT TH S 37 DEG 11 MIN W & PAR TO E RWL OF U S HWY 90 DIS OF 65 FT TO PT TH N 59 DEG 30 MIN W 310 FT TO POB #SEC 22 T5S

R2W #MP33 05 22 3 000

Parcel Number: 3305223000010001

Type: Real

Property Class: 2

Location

Address: 5335 HIGHWAY 90 MOBILE, AL 36619

Owner

Name: BAKER MARGARET M & TIMOTHY SYDNEY CHIMENTO

Mailing Address:

Information for address: 5335 USHY 90 W

· Parcel Information:

Key / ID:

01709930 / R023305223000010.02

Owner:

Ri Se, Llc, a Deleware Attn: Portfolio Management

#2202

11995 El Camino Real

San Diego, Ca 92130

Subdivision:

· Jurisdiction:

City of Mobile

- · Neighborhood Renewal District:
- · Revenue District:

4

Township/Range/Section:

5s2w22

Tract Census 2010:

006802

· Zipcode:

Mobile

Historic District:

N/A

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1758363.663

Y: 217148.804

Zoning:

Check zoning on Planning & Zoning

Services:

· Fire District:

Fire Station 7 Seelhorst

· Garbage Pickup Day:

Friday-West - Route Theo

· Police Precinct / Beat:

Precinct - 2 / Beat - 21a

· Trash Pickup Day/ Unit:

Wednesday South - biweekly / Td-9

Community Action Group:

N/A



Political:

· City Council District:

4 - Ben Reynolds

• County Commissioner District: 3

State House District: 104

State Senate District: 35

School:

· Elementary School District:

Burroughs

High School District:

Theodore

Middle School District:

Burns

School Board District: 2

Hurricane / Flooding Information:

Phase mote the intermation given is a risk assessment, not a text that nour home will or will not flood.

Hurricane Evacuation Zones :

Zone 3

Flood Zone:

Check flood zone on City Map

Storm Surge Category: N/A

Disclaimer. This document is not a legal document. The information and map shown on this document was compiled from rections sources and subject to constant revision. This document, map should not be used to determine the relationship of currons tarvaines to properly lines, streets, highlings, see This is an advisory tool and is intended to be used for general public inquiry only

Commercial Lease Agreement

THIS LEASE AGREEMENT, is made and entered into as of this 1st day of September, 2023, by and between TIMITHY SYDNEY CHIMENTO (Lessor) and GREGGORY ALLEN TOSSPON (Lessee) having an address of 5608 Cottage Hill Rd. #207, Mobile, Alabama 36609. The effective date of this lease shall be September 01, 2023. The aforementioned shall hereinafter jointly be referred to as the "PARTIES."

WITNESSETH:

Article 1 Leased Premises

In consideration of the rents herein provided and the terms, provisions and covenants hereof, Lessor hereby leases, lets and demises to Lessee the following described premises (hereinafter referred to as the "Leased Premises") being located at the address of 5335 Highway 90, Mobile, Alabama 36619.

The leased premises consists of approximately three thousand (3,000) square feet. The Lessee shall have the right to sublease the Leased Premises to another party only upon the prior written approval of the Lessor for any portion of the lease term or any renewal of this lease.

Article 2 Term

Subject to and upon the conditions set forth herein, the terms of this Lease (hereinafter referred to as the "Lease Term") shall commence on September 01, 2023 (hereinafter referred to as the "Commencement Date"), and shall continue for one (1) year until August 31, 2024, at which time this Lease shall expire. Immediately upon said date of termination of this Lease, Lessee shall voluntarily surrender the Leased Premises to Lessor.

Article 3 Rent

Lessee agrees to pay in advance to Lessor during the Term hereof, without deduction, setoff, prior notice, or demand, monthly rental (hereinafter referred to as the "Monthly Rental") for the Leased Premises being a rental rate of two thousand five hundred dollars (\$2,500.00) per month. Rent shall be paid on or before the 5th day of each month.

If the rental payment is not received by Lessor on or before ten (10) days after such rent is due, a service charge of five percent (5%) of the rent then due shall become due and payable on demand in addition to the rent owed under this Lease as remuneration for the additional expenses for handling late rentals.

Article 4

Tenants Initials

Quiet Enjoyment

The Lessor covenants and agrees that Lessee, on paying said monthly rent and performing all the covenants of this Lease on the part of Lessee to be performed herein, shall and may peaceably and quietly hold and enjoy the said Leased Premises.

Article 5 Operating Expenses Adjustments

- A. Utility Service: Lessee shall be responsibility for all cost of standard utility service including but not limited to water, sewer, electricity and telephone services, including but not limited to initial connection charges and or deposits, all charges for water, sewer, telephone, and electricity, and all replacement of electric light lamps, tubes, and ballasts used on or in connection with the Leased Premises. Failure by the Lessor to make available these services, or any cessation thereof, resulting from causes beyond the control of the Lessor, shall neither render Lessor liable in any respect for damages to either person or property, nor relieve Lessee from fulfillment of any covenant of this Lease, Should any of the equipment or machinery, under the control of the Lessor, necessary to provide such services break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same properly.
- B. Repairs and Maintenance: The Lessor and Lessee shall maintain the Building and the Leased Premises in good repair and condition according to the following schedule:

Exterior: Lessee shall, at their expense maintain the exterior of the building, including the roof, walls foundation, walks, parking lot and the structural portion of the premises in good condition and repair. Lessee shall, at its expense also maintain in good condition, the doors and interior of the premises, including electrical wiring and fixtures, plumbing, heating and air conditioning equipment presently in place or added by Lessee or Lessor except when damage is caused by the Lessor, its agent or employee. Lessor does hereby certify that at the commencement of the term of this agreement that the HVAC equipment presently in place is in good working condition.

C. Insurance: Lessor shall pay for fire and extended coverage insurance for the building structure of the Leased Premises. Lessee shall provide fire and extended for coverage insurance personal property and contents as Lessor has no liability for nor responsibility to ensure any property other than the building structure. Lessee shall bear responsibility for any and all property or items installed upon or brought into the Lease Premises and shall insure the same at Lessee's expense.

Article 6 Alterations and Improvements

Lessee shall be allowed to make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of Lessor. Any and all such alteration, physical additions, or improvements to the Leased Premises, when made by Lessee, shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, by lapse of time or otherwise; provided, however, this clause shall not apply to movable equipment, partitions, or furniture or kitchen equipment owned by Lessee, which may be removed without damage to the leased premises and lessee may remove the same at the end of the term of this Lease if Lessee is not then in default and if such equipment, partitions, and furniture are not then subject to any other rights, liens, and interests of Lessor hereunder. All damages to the Leased Premises caused by or becoming evident by the removal of such movable equipment, furniture, or partitions or otherwise shall be repaired by Lessee at Lessee's cost prior to surrender of the Leased Premises.

Article 7 Liens

It is expressly covenanted and agreed by and between the Parties hereto that nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title of Lessor in and to the Building or the land upon which the Building situated, nor shall the interest of estate of Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by lessee, and any claim to or lien upon the Leased Premises arising from any act of omission of Lessee shall accrue only against the leasehold estate of lessee and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to the Leased Premises. Lessee will not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Lessee or any sublessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction of sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to ensure payment to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of nonpayment thereof. On final determination of the lien or claim for lien. Lessee will immediately pay any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to ensure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy and judgment rendered thereon, then Lessor may, at its election and without any requirement that it do so, remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same), and any amounts advanced by lessor for such purposes shall be so much additional rental due from Lessee to lessor on demand, with interest at the highest

Tenants Initials

rate allowed by law from the date of payment thereof by Lessor until the repayment thereof by Lessoc to Lessor.

Article 8 Fire and Casualty

If the Leased Premises shall be injured or damaged by fire or other causes and should Lessor elect the make repairs to the Leased Premises and complete said repairs within ninety (90) days of the damage, then this Lease shall not be terminated. Should Lessor elect not to rebuild, it may terminate this Lease by written notice to Lessee. In either event, Lessor shall give Lessee written notice of its intention to rebuild or terminate this Lease within thirty (30) days after the event that causes said injury or damage. In no event shall Lessor be liable to Lessee in any respect whatsoever for Lessee's inability to operate is business as a result of any casualty, including but not limited to injury or damage to the Leased Premises caused by fire or other causes.

Lease shall carry a work / rental interruption insurance policy covering risk of loss due to casualty in an amount not less than the aggregate amount to be paid by Lessee to Lessor or to a third party under the terms of provisions of this Lease, including but not limited to rent, real property taxes, and common area maintenance charges, for a period of twelve (12) months following any occurrence of the said casualty.

Article 9 Waiver of Subrogation

Anything in this Lease to the contrary notwithstanding, the Lessee hereby waives any and all rights to recovery, claim, action, or cause of action against Lessor, his agents, offices, and employees, for any loss or damage that may occur to the Leased Premises hereby demised, or any improvements thereto, or personal property located therein, or said Building of which the Leased Premises are part, or any other cause which coverage insurance policies, regardless of cause or origin, including negligence of the Parties hereto, their agents, officers, and employees. Lessee agrees to make best efforts to have its insurance company waive its subrogation rights under all polices.

Article 10 Condemnation

Lessee agrees that if the said Leased Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any authority, Lessee shall have no claim against the Lessor and shall not have any claim or right to any portion of the amount that may be awarded to the Lessee as damages or paid as a result of such condemnation; all the rights of the Lessee to damages thereof, if any, are hereby assigned by the Lessee to the Lessor. If the condemnation or taking is for the entire Leased Premises, the term of the Lease shall cease and terminate from the date of such governmental taking or condemnation, and the Lessee shall have no claim against the Lessor for the value of any unexpired term of this Lease. Should the taking or condemnation be for a part of the Leased Premises, then at the sole option of the Lessor, this Lease shall not cease and terminate, but continue in full force and effect.

Tenants Initials DAT

Article 11 Usage of Leased Premises

The Leased Premises are to be occupied and used by the Lessee as a restaurant, bar and night club and shall not be used for any other purpose. Use for any other purpose shall constitute a breach of this Lease. Lessee shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose which is unlawful, disreputable, or deemed by Lessor to be extra hazardous, or permit anything to be done which in any way will increase the rate of insurance coverage on said Leased Premises, and in the event that, by reason of such acts of Lessee, there shall be any increase in the insurance rates for the building or contents above normal rates, Lessee agrees to pay to Lessor upon receipt of notice, as additional rental, an amount equal to all such increase. Lessee shall conduct its business and control its agents, employees, invitees, and visitors in such a manner as not to create any nuisance.

Article 12 Compliance with Laws, Regulations, and Restrictions

Lessee shall comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies, or bodies having any jurisdiction thereof) relating to the use, condition, or occupancy of the Leased Premises. Lessee shall indemnify and save and hold Lessor harmless from lessee's violation of any laws and ordinances.

Article 13 Lessor's Right of Entry

Lessee shall permit Lessor or its agents or representatives to enter into and upon any part of the Leased Premises, at all reasonable hours, to inspect the same, to clean or make repairs, alterations, or additions thereto, as Lessor in its opinion may deem necessary or desirable, or for the purpose of determining Lessee's use thereof or whether an act of default.

Article 14 Parking

Lessee shall be allowed nonexclusive parking as is available at the Lease Premises for the benefit of Lessee, its employees, customers, and visitors and for the benefit of other owners and tenants. Lessor does not provide Lessee with any exclusive or designated parking spaces.

Article 15 Signs and Advertising

The Lessee shall have and shall be allowed sign space as follows:

A. All signs must be in compliance with the ordinance, rules and regulations

Tenants Initials

B. All signs must be in compliance with any rules or regulations established by a Lessor and provide to the Lessee at the time of the entry into this Lease or any renewal hereof.

All of the signs are to be in conformity with the building Sign Regulations of the City of Mobile, and Mobile County, Alabama. The county of Mobile Sign Regulations. Any such signs and advertising shall be placed where designated by the Lessor and installed by the Less at Lessee's expense. The cost of constructing and placing any exterior sign or signs shall be at Lessee's expense.

Article 16 Transfer by Lessor

If the interest of Lessor under this Lease shall be transferred, whether voluntarily or by reason of foreclosure, voluntary sale, or other proceedings for enforcement of any mortgage on the Leased Premises, Lessee shall be bound to such transferee (herein sometimes called "Purchaser") under the terms, covenants, and conditions of this Lease for the balance of the term hereof remaining and any extensions or renewal hereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Lessor under this Lease, and Lessee does hereby agree to attorn to the Purchaser, including the mortgage under any such mortgage, if it be the Purchaser, as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the lessor under this Lease. The respective rights and obligations of Lessee and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein.

Article 17 Default by Lessee

It shall be an event of default and shall be considered a breach of this Lease by Lessee if one or any of the following shall occur:

- A. Lessee shall make default in the payment of rent or other payment due as herein provided; and such default shall continue for a period of thirty (30) days or more; or default shall be made in any of the other covenants, agreements, conditions, or undertakings herein required to be kept, observed, and performed by lessee, and such other default shall continue for thirty (30) after notice thereof in writing to Lessee; or,
- B. Lessee shall file a petition in voluntary or reorganization bankruptcy or under applicable Chapters of the Federal Bankruptcy Act or similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay

involuntary bankruptcy proceedings within thirty (30) days as hereinafter provided; or,

- C. Lessee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for all of its property or the major part of thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Lessee or the major part thereof in any involuntary proceedings for the reorganization, dissolution, liquidation, or winding up of Lessee, and such jurisdiction is not relinquished or vacated or stayed on appeal or otherwise within thirty (30) days; or,
- D. Lessee shall make an assignment for the benefit of its creditors, or shall vacate or abandon the Leased Premises.

Article 18 Remedies upon Default

If any one or more of the events of default set forth in Article 21 occurs, then Lessor may, at its election:

Give Lessee written notice of its intention to terminate this Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, Lessee's right to possession of the Leased Premises will cease and the Lease will be terminated (except as to Lessee's liability set forth in this Article 22), as if the date fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Article, Lessee will remain liable to Lessor for damages in an amount equal to the rent and other sums which would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, or any relating of the premises by the Lessor subsequent to such termination, and after deduction of all Lessor's expenses set forth in the Lease. Lessor will be entitled to collect such damages from Lessee monthly on the days on which the rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Lessor will be entitled to receive such damages from lessee on each such day. Alternatively, at the option of the Lessor, if this Lease is terminated, Lessor will be entitled to recover from Lessee.

- A. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rent loss that Lessee proves could reasonably have been avoided;
- B. The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of such rent loss that Lessee proves could reasonably be avoided; and
- C. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under

this Lease or which in the ordinary course of things would be likely to result from such failure. The "worth at the time of award" of the amount referred to in clauses (A) and (B) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (C) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of award.

D. If Lessor elects to take possession of the premises according to this Lease paragraph without terminating this Lease, Lessee will pay Lessor the rent and other sums which would be payable under this Lease as if such repossession had not occurred, less the net proceeds, if any, of the reletting of the premises after deducting all of Lessor's expenses incurred in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alterations, remodeling and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing term, or the premises covered by such reletting include areas which are not part of the premises, a fair apportionment of the rent received from such re letting and the expense incurred in connection with such reletting will be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from such reletting, any rent concessions will be apportioned over the term of the new Lease. Lessee will pay such amounts to Lessor under this Lease would have been payable if possession had not been retaken, the Lessor will be entitled to receive the rent and other amounts from lessee on each such day.

Article 19 Waiver of Breach

Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law of equity.

Article 20 Abandonment

In the event the Lease Premises are abandoned by Lessee, Lessor shall have the right, but not the obligation, to relet the same for the remainder of the term provided for herein and if the rent received through such reletting does not at least equal the rent provided for herein, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting, and, in addition thereto, shall pay all expenses incurred in connection with any such reletting, including, but not limited to, the cost of renovation, altering, and decorating for a new occupant. Nothing herein shall be construed as in any way denying Lessor the right in the event of abandonment of said Leased Premises or other breach of this Agreement by Lessee to treat the same as an

entire breach and, at Lessor's option, to immediately sue for the entire breach of this Agreement and any and all damages that Lessor suffers thereby.

Article 21 Holding Over

In the event of holding over by Lessee after the expiration or termination of this Lease, such holdover shall be as a tenant at applicable during such period, except that Lessee shall pay Lessor as rental for the period of such holdover an amount equal to twice the rent which would have been payable by Lessee had such holdover period been a part of the original term of this Lease, and Lessee will vacate the Leased Premises and deliver the same to Lessor upon Lessee's receipt of notice from Lessor to vacate said Premises. The rental payable during such holdover period shall be payable to Lessor on demand. No holding over by Lessee shall operate to extend this lease except as herein provided. Lessee agrees to pay Lessor's costs and reasonable attorneys' fees should Lessor expend monies for the removal of Lessee or any of Lessee's property.

Article 22 Attorneys' Fees

In the event Lessee makes default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and Lessor places the enforcement of this Lease, or any part thereof, of the collection of any rent due or to become due hercunder, or recovery of the possession of the Leased Premises, in the hands of an attorneys. The obligation of Lessee to pay such costs of collections including reasonable attorneys' fees shall apply whether or not suit be brought, and if suit be brought, then at both trial and appellate levels.

Article 23 Hold Harmless

Lessee agrees to defend, indemnify, and hold Lessor harmless against any and all claims, damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any in or pertaining to or upon the Leased Premises.

As a material part of the consideration to be rendered to Lessor under this Lessee or of others located on the Leased Premises or Building, nor for the loss of or damage to any property of Lessee or of others by theft, casualty loss, or otherwise, nor shall Lessor be liable to Lessee for losses arising from the inability of Lessee to operate its business for any reason whatsoever, and Lessee hereby waives all such claims against Lessor and will hold Lessor exempt and harmless for or on account of such damage or injury or damage to persons or property resulting from (but not limited to) fire or explosion on any part of the Leased Premises or Building or from the popes, appliances, or plumbing works or from the roof, street, or subsurface or from any place or by dampness or any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other tenants or persons in the building, occupants of adjacent property, or the public, or caused by operations in construction of any private, public, or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee, and Lessee shall hold Lessor harmless from any claims arising out of

Tenants Initials

damage to the same, including subrogation claims by lessec's insurance carriers.

Article 24 Force Majeure

Lessor shall be excused for the period of any delay in the performance of any obligation when the delay is a result of any cause or causes beyond its control, which includes but is not limited to all labor disputes, governmental regulations or control, fire or other casualty, or inability to obtain any material, services, or financing.

Article 25 Notice

All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to the Lessor by direct deposit pursuant to the information provided to Lessee by the Lessor or as otherwise specified at the address set forth below, or such other address as Lessor may specify from time to time. Any notice to Lessor or Lessee shall be by written notice delivered in accordance herewith. Unless otherwise provided to the contrary herein, any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the Parties hereto at the respective addresses set out above or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

Article 26 Estoppel Certificates

Lessee accepts this Lease subject and subordinate to any mortgage now or at any time hereafter constituting a lien or charge upon the Leased Premises. Lessee shall, or demand, execute any instrument which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed or trust.

Upon three (3) day prior written notice from Lessor, Lessee shall execute and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect, and dates to which the rent and other charges are paid in advance, if any, and (2) acknowledging that to Lessee's knowledge there are not any uncured defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim, or deduction in rent or specifying such defaults, if any, or claim, together with the amount of any offset, counterclaim, or deduction alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the Leased Premises are a party. Lessee's failure to deliver said statement within such time shall constitute agreement by lessee (1) that this Lease is in full force and effect without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim, or deduction against rent, and (3) that no more than one

Tenants Initials

Page 10

month's rent has been paid in advance.

Article 27 Liens for Rent

As security for Lessee's payment of rent and all other payments required to be made by lessee hereunder (including, by way of illustration only, excess taxes, damage to the Leased Premises, court costs, and attorneys' fees), Lessee hereby grants to lessor a lien upon all property of Lessee now or hereafter located upon the Leased Premises. If default is made by Lessee in the payment of any sum which may become due hereunder and said sum is not paid within ten (10) days after written notice is given by Lessor to lessee for Lessee's default, Lessor may enter upon the Leased Premises and take possession of said property at public or private sale in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of Lessee, Lessor may sell and convey such property, or any part thereof, to such bidder, delivering to such bidder all of Lessee's title and interest in such property sold to him. The proceeds of such sale shall be applied by Lessor toward the costs thereof then toward the payment of all sums then due by Lessee to Lessor hercunder.

Article 28 Security Agreement

As additional security for the performance of the covenants and obligations herein contained by the Lessee to be performed, the Lessee hereby grants to the Lessor a security interest in all of Lessee's personal property, tangible and intangible. This security interest shall be subordinate to the lien of any chattel mortgage, collateral assignment, or security interest given by Lessee to any financial institution for the purchase or financing of the same. The Lessee agrees to execute any such Uniform Commercial Code forms evidencing said security interests as may be requested by Lessor, and that all remedies afforded by the Uniform Commercial Code in the event of default shall be available to Lessor. If Lessee is in default under this Lease, such personal property shall not be removed from the Leased Premises (except to the extent such property is replaced with an item of equal or greater value) without the written consent of Lessor. It is intended by the parties hereto that this instrument shall have the effect of a security agreement conveying such personal property, and the Lessor, upon the occurrence of an event of default, may exercise any rights of a secured party under the Uniform Commercial Code of the state of Mississippi, including the right to take possession of such personal property and to sell the same at public or private sale, and out of the money derived therefrom, pay the amount due Lessor and all costs arising out of the execution of the provisions of this section, paying the surplus, if any, to Lessee. If personal property, or any portion thereof, shall be offered at a public sale, Lessor may before a purchaser thereof.

Article 29 General

This Lease shall be binding and inure to the benefit of the Parties hereto and their respective heirs, personal representative, successors, and assigns.

Tenants Initials WAT

Page 11

This Lease shall create the relationship of Lessor and Lessee. No estate shall pass out of the Lessor, and the Lessee shall have only a right of use which shall not be subject to levy and sale.

The submission of this instrument for examination or signature by the Lessee does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

Lessor shall not have the right to transfer and assign, in whole or in part, any of its rights and obligations hereunder in the Building and / or Leased Premises referred to herein without the prior written consent of Lessor.

The captions or headings of the various Articles in this Lease Agreement are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Time is of the essence of this Lease Agreement.

Any pronouns used in the Lease shall be deemed to include the masculine, feminine, neuter, singular, and plural as appropriate.

This instrument embodies the whole agreement between the Parties, and there are no premises, terms, conditions, or obligations other than those herein contained. This agreement shall supersede all previous communications, representations, proposals, or agreements, either verbal or written, between the parties hereto and not herein contained. This agreement shall not be modified or canceled unless reduced in writing and signed by both parties, properly witnessed, and by direct reference therein made a part hereof.

If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent of the law. This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Alabama, and the venue of any action shall lie in Mobile County, Alabama.

The Parties hereto further understand and agree that this Lease shall not be recorded in any Public Records of Mobile County, Alabama, except at the option of the Lessor. The Parties also agree, at the options of the Lessor, to execute a short-form lease for recording, containing the names of the parties and such other terms and conditions of the Lease as may be requested by the Lessor.

To the extent permitted by applicable law, Lessor and Lessce hereby waive trial by jury in an action, proceeding, or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with the Lease, the relationship of Lessor and lessee, or Lessee's use or occupancy of the Leased Premises, or any emergency or other statutory remedy with respect hereto.

Tenants Initials

Page 12

Article 30 Option to Purchase

Should at anytime during the term of the lease, Lessor, his agent or partner shall decide to purchase the leased premises and Lessor seller finances the transaction, any and all rent payments paid during the first year of the lease shall be applied to the purchase price of the property.

Tenants Initials

Article 31 Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the day and year first above written.

Signed, sealed, and delivered in the presence of:

TIMOTHY SYDNEY CHIMENTO

LESSOR

Witness

GREGGORY ALLEN TOSSPON LESSEE

Witness

Tenants Initials



NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

MOBILE AL 36619

Application Number

2024 - 5614

Post Date

02/14/2024

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

February 20, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government

Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. 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.



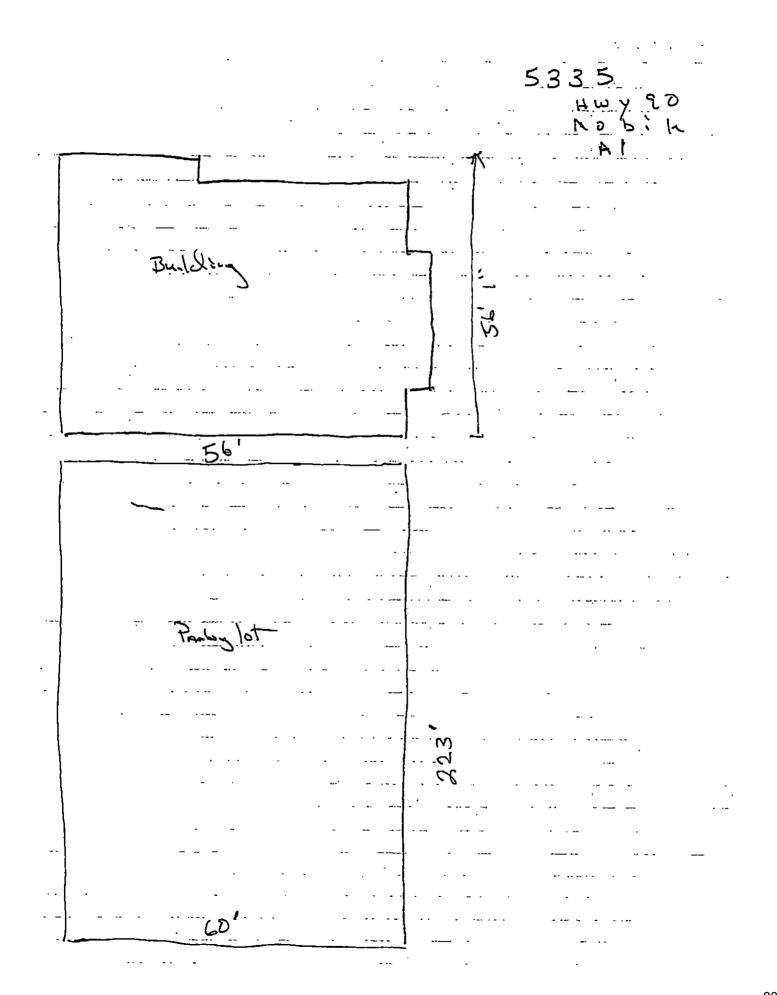
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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 Structure		Application Type		Transfe	r - License?	Description/Typ	2
Sole Proprietorship		New Business	s	No	□Yes		ence/Grocery Store
Limited Liability Cor	mpany (LLC)	New Owner		_		-	Lounge/Bar
Corporation		Location Cha	nge	Reloc	ation Date		Store Restaurant
						Other	
License Type Applied for with A	L ABC Board (MUST ma	tch with ABC Board) - che	ck ALL that ap	ply		•	
010 - Lounge Retail Liqu	ior (Class I) 01	1 - Lounge Retail Liqu	uor (Class II) - Packa	ge Store	020 - Restau	rant Retail Liquor
040 - Retail Beer (On/O							
070 - Retail Wine (Off Pr							
140 - Special Events Ret	ail 🔲 160 - Specia	Events - More than 3	30 Days	200 Ma	nufacturer	220 Brew	Pub
Legal Business Name				Trade N	ame (DBA)		
The sticked	Parker			TIM	0 04	- V. D	\ -
Company Physical Address (Stre	not Address Suite #1			11	R OI	icky k	DOSTEI
Annual Language Control	ELTHALEST MAIL 11			City		State	Zip Code
5335 Highu	nu 90			lunh	ile	AL-	3669
Business Contact Person Informat	ian			100			
Name		Title	Phone		Email		
Greggery Alle	nTosspan	30/e Proprietor			ick	4441993	Sogwail com
URBAN DEVELOPMENT DE	PARTMENT USE ONI	LY					
Building Sq Footage	Parking Provided	Parking Required	Compliance	:		Zoning	Approved
3,000 sqft	10+	10	Yes			B-3	Yes
Comments							
Print Name		Signature		gitally signed	by Payton W.	Date	
Payton Rogers			Lo Co	ogers ocation: Mobile ontact Info. 25	1-208-5895	2/23/2	2024
		C		ate: 2024.02.2			

Planning and Zoning



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AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/12/2024

Renewal Date of Contract:

3/12/2024

Funding Source

Project # 1328 Adams Street - ME-111-23 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:

Upload Date Description Type

Demolition - 1328 Adams Cover Memo 3/7/2024 Street

REVIEWERS:

Department Reviewer Action Date

Municipal Gauthier, Lana 3/7/2024 - 10:16 Approved

AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 1328 Adams Street has been found by the Code Official of the City of

Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said

structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 1328 Adams Street described as:

LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 041

Last Assessed to: BROWN CARLA P & NORMAN T BELL

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be demolished in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

85

Adopted:		
	City Clerk	

MUNICIPAL ENFORCEMENT DIVISION

March 6, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for Tuesday, March 12, 2024.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1328 ADAMS STREET**, OWNED BY OR MAY HAVE AN INTEREST: **BROWN CARLA P & NORMAN T BELL** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 041

COUNCIL DISTRICT 2 - WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile Blight Survey -Re-Check

Property Address

1328 ADAMS STREET

	Pr	operty Details	
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	CAMPANOUNDE	DISTRICT
	S	urvey Results	
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	10/06/2023	Comments	
	P	roperty Score	
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE

K

DEMOLITION

X

APPROVAL DATE 10-01-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

Date: 01/15/2024 MEO: _ Inspector D. Williams District No: 2 Property Address: 1328 Adams Street 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable X of resisting all nominal loads or load effects. 3. Structures or components thereof that have reached their limit state. X 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal X loads and load effects. 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. X 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all X nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper X anchorage and incapable of supporting all nominal loads and resisting all load effects. 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load X effects. 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of X supporting all nominal loads and resisting all load effects; or 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, X other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure Municipal Enforcement



Carla P Brown 1325 Adams Street Mobile, Alabama 36603-5404

January 15, 2024

RE: 1328 Adams Street

Project Number: ME-111-23

Dear Carla P Brown:

On January 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1328 Adams Street.

I. PROPERTY The legal description of the Property is as follows:

LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0

Parcel Number: 29 06 40 0 007 041

- II. <u>VIOLATIONS</u> At this location, the Municipal Enforcement Officer observed the following:
 - ☑ structure and/or buildings located on the Property in a dangerous and unsafe condition;
 - □ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
 - ⋈ high weeds and grass; and/or
 - ☑ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☑ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

- Sub-section: (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,
- Sub-section: (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

- III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:
 - a) Repair the structures / and or building by **February 29, 2024,** which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by **February 29**, **2024**, provide the Code Official with a work plan to accomplish the repairs by **February 29**, **2024**, which shall be subject to the approval of the code official; OR,
 - c) Demolish the building, structure, part of building or structure, party wall, or foundation by **February 29, 2024**, which is 45 days from the date of this NOTICE.
- IV. NOTICE is hereby given that on March 12, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
 - ☑ Repaired; or,
 - □ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

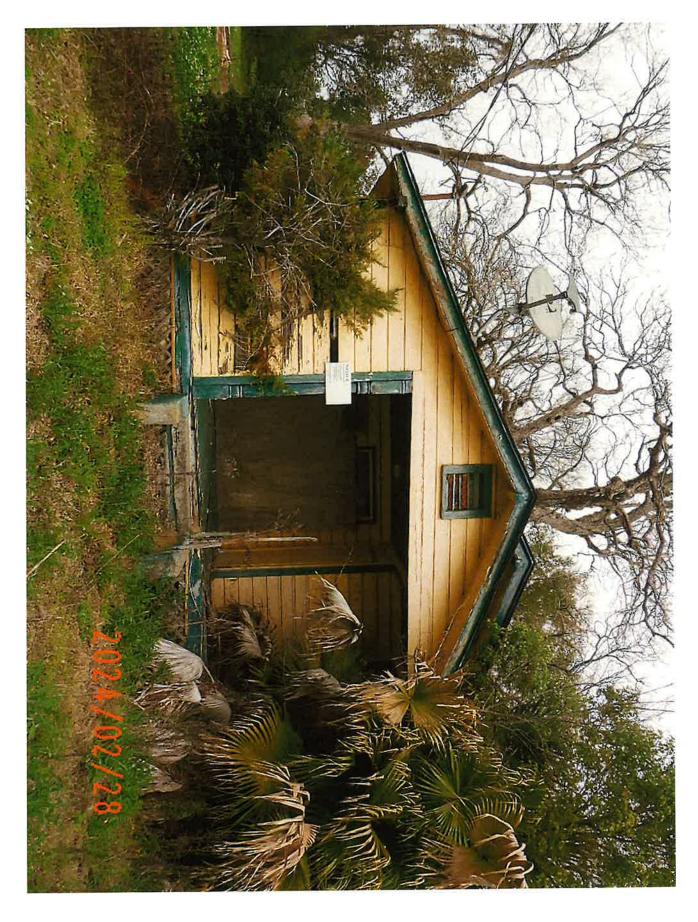
- VI. APPEAL An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. MUNICIPAL ACTION Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. LIEN If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. FORECLOSURE AND SALE Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully

Gary Jackson

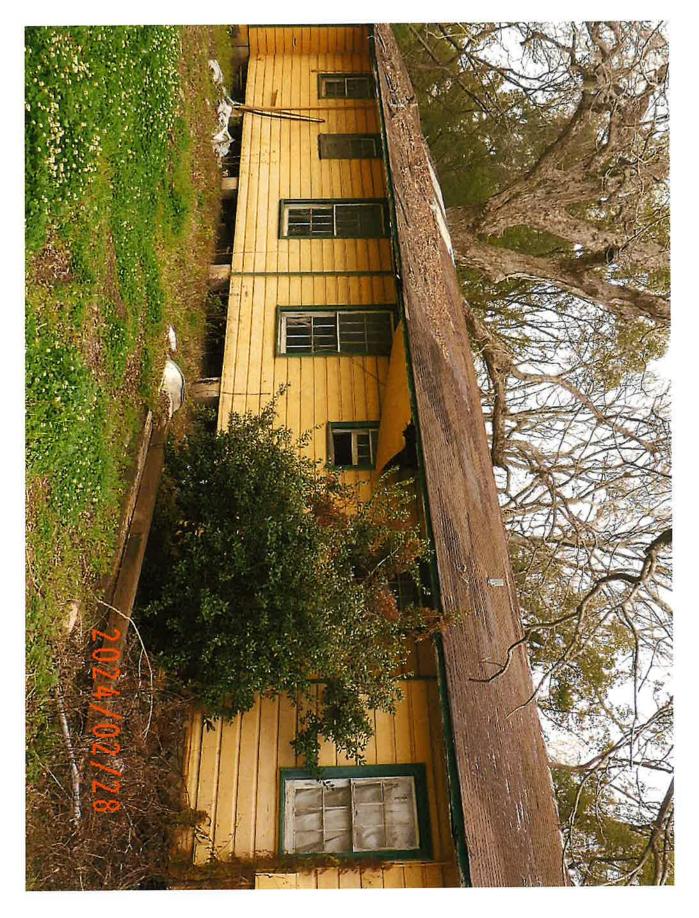
Deputy Director of Municipal Enforcement

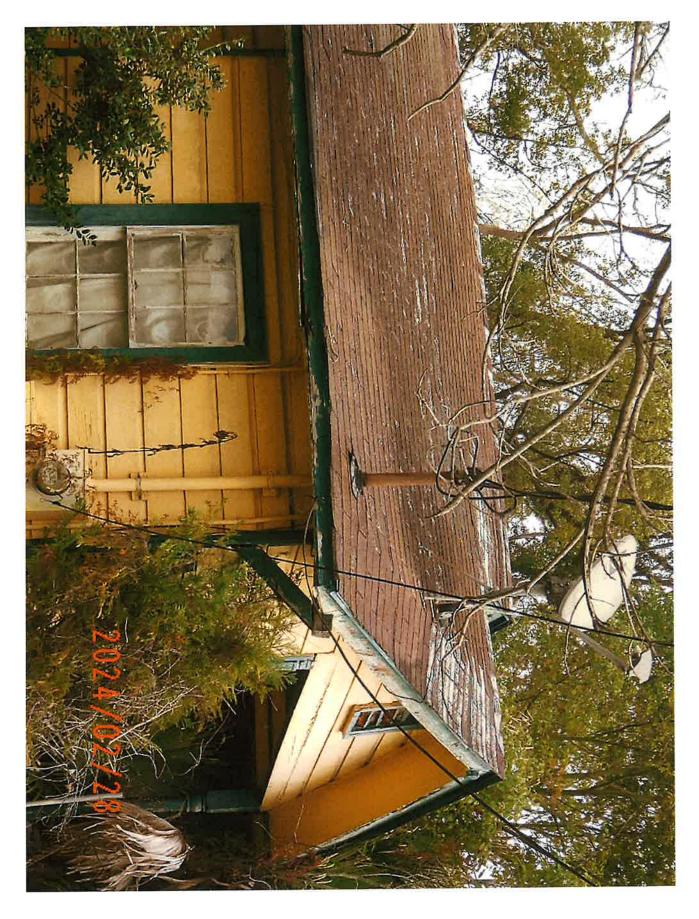


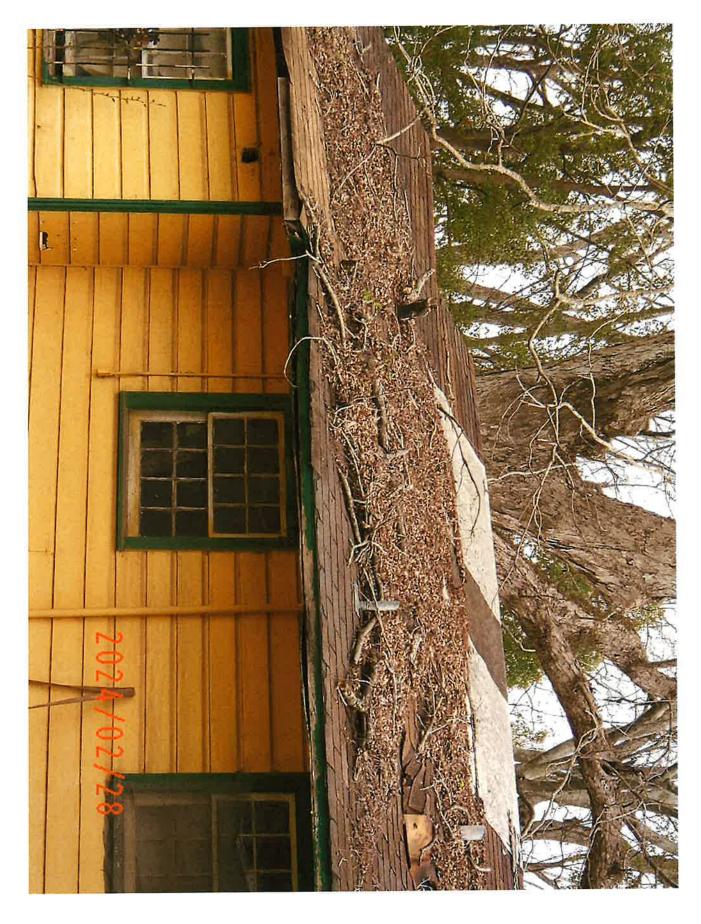


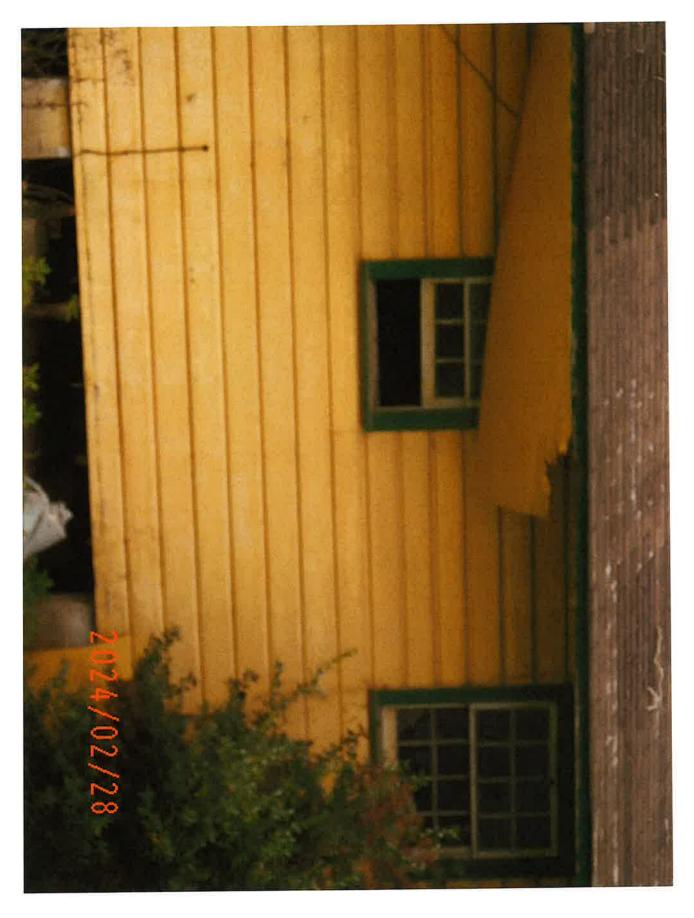


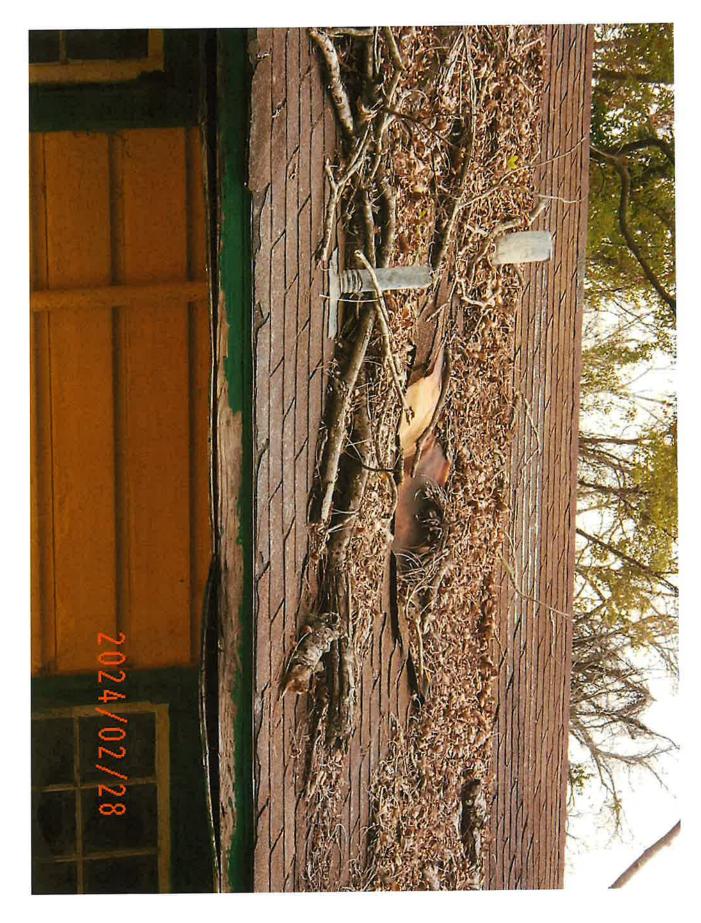


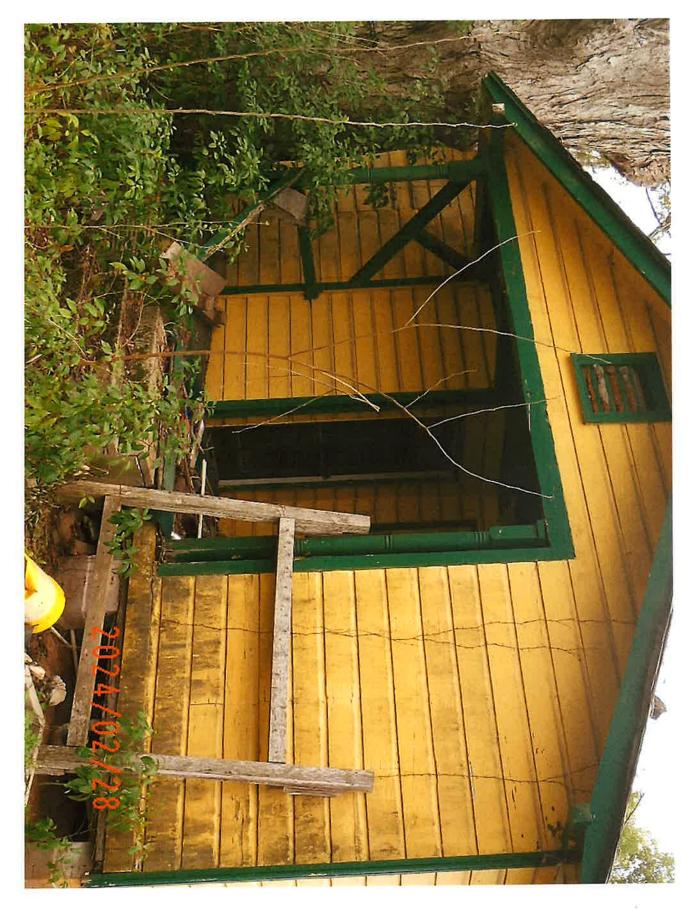


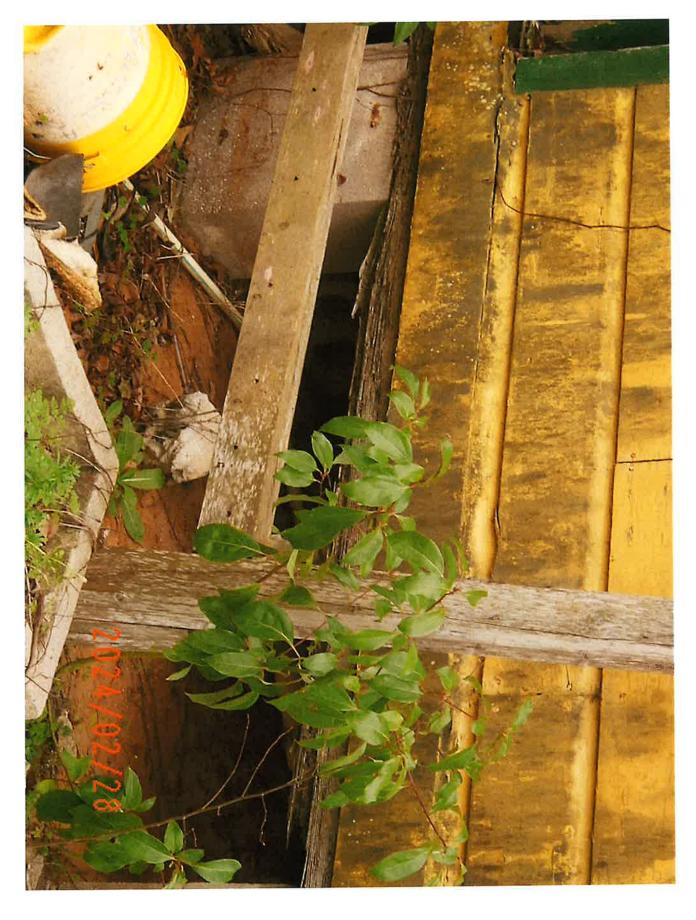














Affidavit of Mailed Notice

Date: March 12, 2024

State of Alabama County of Mobile

Subject Property – 1328 Adams Street



My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all <u>14 parties</u> identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

- (1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:
 - a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
 - b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
 - c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
 - d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
 - e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1328 Adams Street

Date: November 27, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 2, 2023

<u>Per the Title Report, the owner is</u>: Carla P. Brown and Norman T. Bell Tax Lien owner is Tracy Bunn.

William Cummings Regan is deceased as of 10/13/2018 – he was the owner that sold VLD 7242-640 to Carla P. Brown and Norman T. Bell on 3/16/2015. Listing all heirs for William Cummings Regan.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Carla P. Brown 1328 Adams St Mobile AL 36603-5404 Revenue Commission property address/subject address

2 Carla P. Brown 7025 Roxboro Ct Unit 4 Mobile AL 36608-4227 Owner per VLD Address good 8/2023

Phone number 251-648-8983 good 10/2023 Phone number 251-648-8317 good 10/2023 Revenue Commissioner's website mailing address

good from 2015 - 2024

3 Carla P. Brown 854 Wilkinson St Mobile AL 36603-1272 Third address good 10/2023

4 Norman T. Bell
 PO Box 132
 Saint Elmo AL 36568-0132

Owner per VLD Address good 9/2023 Phone number 251-327-9757 good 10/2023 Phone number 251-327-9757 good 8/2023

5 Norman T. Bell 8889 Winston Ln Saint Elmo AL 36568 Second address good 6/2023

6 Norman T. Bell 8893 Winston Ln Saint Elmo AL 36568

TAX STATUS: 2020, 2021 and 2022 Tax Lien

7 Tracy Bunn 4208 Buckingham Ave Mobile AL 36618-1641 Tax Lien holder for 2020, 2021 and 2022 Phone number 251-605-3826 good 8/2023 Phone number 251-401-5124 good 9/2023 Phone number 251-533-3691 good 10/2023

Parties with recorded liens per Title Report: NONE Open Mortgages – Vendors Lien

8 Peggy Regan2132 Marchfield Dr W Unit 1Mobile AL 36693-2961

William Cummings Regan is deceased as of 10/13/2018 – he was the owner that sold VLD 7242-640 to Carla P. Brown and Norman T. Bell on 3/16/2015. Listing all heirs for William Cummings Regan. Peggy is the widow of owner. Address good 10/2023

Phone number – 251-404-7518 good 4/2021 Phone number – 251-661-8747 good 2022

9 Peggy Regan 171A Clubhouse Dr NW New Philadelphia OH 44663-1369 Second address

Elizabeth Regan StanleyPO Box 1974Wrightwood CA 92397-1974

Daughter of William Cummings Regan Address good 10/2023 Phone number 323-252-3341 good 1/2022

11 Elizabeth Regan Stanley1641 Grafton StLos Angeles CA 90026-2961

Second address good 5/2023

12 Elgin Geron Regan 1050 Aberdeen Ct N Mobile AL 36609-3300 Son of William Cummings Regan Address good 9/2023 Phone number 251-599-4492 good 7/2023 Phone number 251-455-6172 good 8/2023 Phone number 251-802-8841 good 2/2023

13 Elgin Geron Regan 115 Gilbert St Mobile AL 36604-1361 Second address good 6/2022

14 Elgin Geron Regan 328 N University Blvd Mobile AL 36608-3067

Lis Pendens

Lis Pendens – City of Mobile vs Carla P. Brown & Norman T. Bell, filed on October 26, 2023, recorded November 14, 2023, instrument number 2023067174.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date resolution Cover Memo 3/5/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/5/2024 - 8:40 AM

60-214 2024

RESOLUTION

Sponsored by: Councilmember Cory Penn

WHEREAS "no-knock" and "pre-dawn" raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in predawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that any changes to Mobile Police Department policy regarding "no-knock warrants" and "pre-dawn raids" shall be immediately disclosed to the Mobile City Council.

Adopted:		
City Clerk	 	 _



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

James Barber, Chief of Staff

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and direct the Mayor and City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the Subrecipient Agreement between the City of Mobile and Mobile County, Alabama for work performed in upgrading courtroom technology as outlined in the agreement.

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Subrecipient Agreement	Backup Material	3/6/2024
Resolution	Resolution Letter	3/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	3/7/2024 - 12:48 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:02 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:02 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:11 PM

CFDA NO: 21.027

SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF MOBILE (UEI #: QV8KPHH9J8A3) AND MOBILE COUNTY, ALABAMA (UEI NO. YNN6QEMH9UF9) ARP03 101-22

THIS AGREEMENT is entered into by and between The City of Mobile, an Alabama municipal corporation (the Subrecipient) and Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County):

WHEREAS, the County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Fund created under Section 603 of the American Rescue Plan Act of 2021 (ARPA), subject to the State and Local Fiscal Recovery Fund's Final Rule (the Final Rule), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (the Compliance and Reporting Guidelines); and

WHEREAS, ARPA authorizes the County to expend ARPA funds awarded to the County for the following eligible purposes, as outlined in the Final Rule:

- 1. Replace public sector revenue loss: To provide government services up to the amount of revenue lost due to the pandemic;
- 2. Respond to far-reaching public health and negative economic impacts of the pandemic: By supporting health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
- 3. Provide premium pay for essential workers: By offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors;
- 4. Invest in water, sewer, and broadband infrastructure: Making necessary investments to improve access to clean drinking water, to supporting vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet;

and

WHEREAS, ARPA requires that funds for eligible uses must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds not later than December 31, 2026; and

WHEREAS, ARPA authorizes the County to enter into subaward agreements with subrecipients to assist the County in achieving the goals of ARPA; and

WHEREAS, the Subrecipient has completed upgrades to audio, video, and information handling technology to provide for remote video arrangement, remote viewing of trials, improved audio and video quality and enhanced trial recordings in the State Courts located at the Mobile County Government Plaza (the Project) and the County, finding that a public purpose will be served thereby, wishes to provide funding to reimburse the Subrecipient for a portion of the Project; and

WHEREAS, the Subrecipient certifies that the Project, funded by this Agreement, will comply with all applicable rules and regulations;

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

Section 1. Overview

- Section 1.1. Definitions. The definitions and requirements for subrecipients as defined in 2 CFR 200.1 are incorporated into this Agreement.
- Section 1.2. Source of Funding. This Agreement is funded by a portion of the total sum of Eighty Million Two Hundred Sixty-One Thousand One Hundred Ninety-Eight Dollars (\$80,261,198.00) allocated to the County by the Coronavirus State Local Fiscal Recovery Fund created under Section 603 of ARPA.
- Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient by the County, for the Project.
- Section 1.4. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the County to provide the Subrecipient specific information about this subaward. All required information is set out in Attachment A (Subaward Data).
- Section 1.5. Term. This Agreement will govern the performance of the parties for the period October 1, 2022 (the Effective Date) through June 30, 2026 (the Expiration Date), unless earlier terminated by either party in accordance with the terms hereof, except as certain provisions are specifically noted to survive expiration or termination.

Section 2. Scope of Funded Activities

- Section 2.1. Scope of Services. Subrecipient shall perform all activities described in Attachment B (Approved Activities/Scope of Services).
- Section 2.2. Budget. Subrecipient shall expend the funds on costs substantially in accordance with Attachment C (Approved Budget).

Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available to the Subrecipient.

Section 2.3. Prior Approval for Changes. The foregoing notwithstanding, upon written request of the Subrecipient, the County may, from time to time, approve a revision within line items of the Approved Budget which does not change the total amount of the subaward. The County will evaluate such request and issue a written approval or denial based on the justification provided by the Subrecipient. In no case shall the revision change the total amount of the subaward without approval by the Mobile County Commission. Budget revisions that require action by the Mobile County Commission will not be approved in the thirty (30) days immediately preceding the Expiration Date. Subrecipient acknowledges that budget revisions, whether approved by the County Commission or its designee, are incorporated herein and constitute an enforceable

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amendment to this Agreement.

Section 3. Compensation

Section 3.1. Payment of Funds.

- (a) Subrecipient must incur and pay costs in accordance with the Approved Budget and for the performance of the Approved Activities in an amount not to exceed \$869,283.86 (Total Agreement Funds or Program Funds, but not to include Program Income in this total as discussed below); however, the County shall only reimburse Subrecipient for documented expenditures that: (i) were reasonable and necessary to carry out the scope of Approved Activities; (ii) are documented by contracts or other evidence of liability consistent with established County and Subrecipient procedures; (iii) were incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; and, (iv) there will be no reimbursement for Program Income Subrecipient receives and uses as noted above.
- (b) Program Funds shall be paid on a reimbursement basis for eligible expenditures incurred on or after the Effective Date and prior to the earlier of the Expiration Date or the last day of the Term. All requests for payment shall be submitted together with supporting documentation as set out below.
- (c) The amount of Program Funds is subject to adjustment by the County if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to its expiration.

Section 3.2. Indirect Cost Rate. The indirect cost rate, if any, indicated in the Approved Budget shall apply to this Agreement. Non-federal entities which have previously established indirect cost rates must submit a current indirect cost proposal for allocation to eligible activities. Non-federal entities which have not established a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. A request for such an election must be made in writing to the County. Costs must be consistently charged as either indirect or direct costs but may not be double-charged or inconsistently charged as both.

Section 3.3. Invoices. Subrecipient shall submit itemized invoices quarterly to:

cityofmobile.mc.arpa@docs.e-builder.net And arpa.subrecipient.mobilecounty@volkert.com

Section 4. Financial Accountability and Grant Administration

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions reimbursed with funds received pursuant to this Agreement and with any program income earned, if applicable, as a result of funds received hereunder. Subrecipient must administer all such funds in accordance with applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, as required by the ARP/CSLFRF Assistance

Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the County if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Financial and Other Reports. Subrecipient shall submit reports to the County as may be required by the federal government or the County including reports which enable the County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Monthly Progress Report	By the 15 th of the month for the preceding report period
Quarterly Report	Two (2) weeks following the calendar quarter end date
Annual Report	July 1st
Final Report	No later than thirty (30) days following the earlier of the termination date or the end of the Term

Once the agreement is executed, the Subrecipient shall provide a data upload to the County to include all receipts, rate sheets, costs, and other information substantiating expenses relative to the Project. The County reserves the right to request additional information needed to substantiate costs. This information may be uploaded at cityofmobile.mc.arpa@docs.e-builder.net. The Subrecipient may also be required to provide any other information requested or later required by the County to substantiate and account for all funds. Failure to provide timely submission of required data may result in cancellation of this Agreement. In the event of cancellation, the County reserves the right to rescind this Agreement and demand back payment in full for all reasonable costs for attorney fees.

Section. 4.3. Improper Payments. Any item of expenditure by Subrecipient hereunder which is determined by auditors, investigators, and other authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be reimbursed by Subrecipient, immediately upon notification of such, from non-federal funds other than those provided by the County pursuant to this or any other agreements between the County and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.4. Audits. The Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the Term hereof. A Subrecipient that expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in

accordance with current County policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

Subrecipient shall provide notice of the completion of any required audits and shall provide access to such audits and other financial information related to the Agreement upon request. Subrecipient shall provide the County with notice of any adverse findings which impact or relate to this Agreement in any way. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt of notice thereof by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

This obligation to have a financial audit performed yearly extends for one year beyond the expiration or termination of this Agreement.

Section. 4.5. Closeout.

- (a) Final payment request(s) must be received by the County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Term. The County will not accept a payment request submitted after this date without prior authorization. In consideration of the execution of this Agreement by the County, Subrecipient agrees that acceptance of final payment from the County will constitute an agreement by Subrecipient to release and forever discharge the County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to all injuries and damages of any kind resulting from or in any way relating to this Agreement.
- (b) The Subrecipient's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include, but are not limited to: submitting final billings and reports, making final payments, disposing of program assets (if applicable), clearance of any issues identified as a result of monitoring, and determining the retention/custodianship of all project records. The provisions of this Section 4.5(b) shall survive the expiration or termination of this Agreement.

Section 5. Compliance with Grant Agreement and Applicable Laws

Section 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the County and the U.S. Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may differ from Subrecipient's current policies and practices.

Section 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA grant, including, but not limited to, the following:

(a) Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

- (b) Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- (c) Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
- (d) Alabama Law. This Agreement is also subject to all applicable laws of the State of Alabama.

Section 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (UG), as adopted by the U.S. Department of Treasury at 2 CFR 1000 and as set forth in the <u>Assistance Listing for ARPA/CSLFRF (21.027)</u>. These requirements dictate how Subrecipient must administer the subaward and how the County must oversee Subrecipient.

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within sixty (60) days of the Effective Date and during all subsequent reviews. It is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of this Agreement.

Section 5.4. Procurement Requirements.

- (a) Procurement Policy. Consistent with UG compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must provide supporting documentation identifying compliance with the County's Procurement Policies and Procedures for Use of State and Federal Grant Funds (County's Procurement Policy), as may be amended from time to time, concerning the purchase of goods and services, including professional services, and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided hereunder. To the extent the County's Procurement Policy conflicts with that of the Subrecipient, the County's policy will apply. The County's Procurement Policy will serve as the written procedure required for a non-federal entity, as per 2 CFR 200.318(a).
- (b) Subcontracts. The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract. The Subrecipient shall cause all the provisions of this Agreement in their entirety to be incorporated in and made a part of any such subcontract. Executed copies of all subcontracts shall be forwarded to the County along

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with documentation concerning the selection/procurement process.

(c) Debarment Certification. The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov. The Subrecipient must provide supporting documentation identifying where they verified that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov prior to entry into a contract or subcontract.

- (d) County Review of Solicitation. The Subrecipient entered into a contract for the performance of the Approved Activities under this Agreement, which has been fully executed. Before reimbursement of funds pursuant to this Agreement, the Subrecipient shall forward to the County a copy of the solicitation (whether competitive or non-competitive), bid requests, bid submissions, and evaluations. The County will review the supporting documentation and provide comments, if any, to Subrecipient. Regardless of the County's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review the County identifies any deficiencies, then the County will communicate those deficiencies to Subrecipient as quickly as possible.
- (e) County Review of Contracts. The Subrecipient entered into a contract for the performance of the Approved Activities under this Agreement, which has been fully executed. The County shall review the executed contract for compliance with applicable requirements and provide comments, if any, to Subrecipient. Consistent with 2 C.F.R. §200.324, the County will review the executed contract for compliance with the procurement standards outlined in 2 C.F.R. §\$200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. If during its review the County identifies any deficiencies, the County will communicate those deficiencies to Subrecipient as soon as possible.

Section 5.5. Use and Reversion of Assets

- (a) Equipment. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be returned to the County (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of funds used to acquire the equipment.
- (b) Relocation, Real Property Acquisition and One-For-One Housing Replacement. If applicable to this Agreement the Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b). The Subrecipient shall also comply with applicable County resolutions and policies concerning the displacement of persons from their residences.

Section 5.6. Subawards. The Subrecipient may not enter a subaward without prior written approval from the County.

Section 5.7. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200, et seq.

Section 5.8. Program Income. Program income means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance, except as provided in 2 CFR 200.307(f).

If the Subrecipient will receive program income, the Subrecipient shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 CFR 200.307, and as stipulated in the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds. 2 CFR 200.307(e) sets forth three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of SLFRF shall be accounted for pursuant to the addition method. The addition method, per 2 CFR 200.307(e)(2), states, "program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award."

The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated. In addition, the Subrecipient shall add program income earnings to the total subaward amount and expend it on eligible expenditures related to their project during the award period. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient. The Subrecipient shall account for and expend program income in compliance with the Uniform Guidance and in accordance with Treasury's regulations that govern expenditures of SLFRF funds, including the Final Rule, and the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, which provides: "Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records."

The Subrecipient acknowledges its responsibility for appropriate recordkeeping and reporting to the County on the generation and/or receipt of such program income and any failure to report program income will be considered a failure to report, as noted in Section 3 above; however, in no event shall Program Income be reimbursable to Subrecipient. Any unspent program income generated by the expenditure of SLFRF funds at the close of the period of performance must be returned to the County.

Section 5.9. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set out in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements, utilizing the form provided in Attachment E (Lobbying Certifications).

Section 5.10. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the County, a unique entity identifier assigned by the SAM, which is accessible at www.sam.gov.

Section. 5.11. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with local and state civil rights ordinances and laws and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

- (a) The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment and contracting opportunities, in any program or activity funded in whole or in part under this Agreement.
- (b) The Subrecipient agrees that no person shall on the grounds of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
- (c) The Subrecipient agrees to provide language assistance to Limited English Proficient (LEP) persons upon request and will include a written statement in Spanish or Spanish Creole (or other languages as may be identified in the current or amended County's Four Factor Analysis and Language Access Plan) in all public notices related to this Agreement that translation and/or clarification will be provided upon request.

Affirmative Action. The Subrecipient shall be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

Small Businesses, Women- and Minority-Owned Businesses (W/MBE). If applicable to this Agreement the Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used herein, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are African Americans; Spanish-speaking, Spanish surnamed, or Spanish heritage Americans; Asian-Americans; and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), and the U.S. Department of Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101).

Section 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof of any licensure, certification, permit or accreditation upon request.

Section 5.14. Publications or Signage.

- (a) Any publicity or signage produced with Program Funds shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2103 awarded to the Mobile County Commission, Alabama by the U.S. Department of the Treasury."
- (b) Copyright: No reports, maps, or other documents, produced in whole or in part pursuant to this Agreement, shall be the subject of an application for copyright by or on behalf of the Subrecipient.

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower

protections under 41 U.S.C 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Subrecipient shall not obligate or expend funds received hereunder to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA Section 2(b)(1), Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the County within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient shall certify compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.20. Drug-free Workplace Requirements. The Subrecipient shall comply with Drug-Free Workplace requirements in Subpart B of 2 CFR Part 182 in conformity with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690).

Section 5.21. Prohibited Activities.

Prohibited Activity. The Subrecipient is prohibited from using Program funds or personnel employed in the administration of the Program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

Religious Activities. The Subrecipient is prohibited from utilizing program funds for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.

Section 5.22. Conflict of Interest. The following provisions regarding conflicts of interest apply to the use and expenditure of ARPA funds by the Subrecipient (and/or) any other participating party and will serve as the written standards required by 2 CFR 200.318(c)(1):

- (a) Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the County or a unit of general county government or any designated public agency or a subrecipient which is receiving ARPA funds who exercises or has exercised any function or responsibilities with respect to ARPA activities assisted herein or is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Mobile County Commission on a case-by-case basis as requested upon full disclosure in writing.
- (b) Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest, involving any other ARPA grant, they shall immediately notify the County.

Section 6. Cooperation in Monitoring and Evaluation

Section 6.1. County Responsibilities. The County will be responsible for grant administration; however, the County's responsibility does not alter or relieve the Subrecipient's responsibility to properly conduct Approved Activities and expend Program Funds in compliance with all ARPA Program rules and regulations.

Section 6.2. Subrecipient Responsibilities.

- (a) Cooperation with County Oversight. Subrecipient shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award or this Agreement, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other governmental entity having oversight of the ARPA Program. Subrecipient agrees to ensure to the greatest extent possible the cooperation of

its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

- (c) Confidential Information. If applicable to this Agreement, the Subrecipient shall maintain client data demonstrating client eligibility for services provided by the Project. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this Agreement, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the County. Such information shall be made available to County monitors or their designees for review upon request.
- (d) Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Section 6.3. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or as extended by the U. S. Department of Treasury, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry arising under this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.4. Personnel. The Subrecipient represents that it has, or will secure at its own expense unless otherwise specified in this Agreement, all personnel required in performing Approved Activities under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform said services.

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Attachment D (Key Personnel).

Section 6.5. Environmental Review. The Subrecipient shall comply with all applicable federal, state, and local laws including, but not limited to, environmental and permitting laws and regulations under 40 CFR Part 35. The Subrecipient is responsible for providing all necessary documentation regarding the required environmental reviews, and the Subrecipient shall be subject

to claw back by the County for failure to comply with applicable federal, state, and local laws regarding environmental reviews.

Section 7. Default and Termination.

Section 7.1. Suspension and Termination. As provided in 2 CFR 200.338-339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, and the award may be terminated by agreement in accordance with 2 CFR 200.339.

Section 7.2. Termination for Loss of Funding. In the event the funds to be provided to the Subrecipient hereunder shall cease to be available, this Agreement shall terminate and thereafter have no force or effect.

Section 7.3. Termination for Convenience. This Agreement may be terminated for convenience in accordance with the provisions contained in Section B of Appendix II to 2 CFR Part 200. Termination shall become effective upon written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.342, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the County become the property of the County and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Section 7.4. Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations hereunder, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations hereof, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.342, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the County become the property of the County and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the County, for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may withhold any payment due to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

Section 7.5. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of notice of termination will be disallowed. Subrecipient shall not be relieved of liability to the County because of any breach of the Agreement by Subrecipient. The

County may withhold payments to Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from Subrecipient is determined.

Section 8. General Conditions

Section 8.1. Indemnification. To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its officers, agents and employees, and the federal government, from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement

Section 8.2. Independent Contractor. Neither party, in the performance of its respective obligations hereunder, shall be deemed to be the agent of the other party.

Section 8.3. Insurance. The parties acknowledge that Subrecipient is self-insured for workers compensation and general liability claims. Subrecipient agrees at all times during the term of this Agreement to maintain sufficient cash reserves dedicated to the payment of claims and maintain the present financial ability to pay claims in the amount of \$200,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$200,000.00 for property damage loss.

Section 8.4. Venue and Jurisdiction. The parties acknowledge and agree that this Agreement has been or will be executed and performed in Mobile County, Alabama. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama. The exclusive forum and venue for all actions arising hereunder, regardless of place of execution or performance, is the appropriate division of the State of Alabama, 13th Judicial Circuit, in Mobile County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section 8.5. Nonwaiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.6. Limitation of County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 8.7. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section 8.8. Assignment. The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the County's prior written consent. Unless the County otherwise agrees in writing, the Subrecipient and all assigns are subject to all the County's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the County's claims that arise from this Agreement.

Section 8.9. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous

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communications and proposals, whether electronic, oral, or written between the Subrecipient and the County with respect to the Project and the provisions of this Agreement. There are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section 8.10. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the County:

Administration, Mobile County, Alabama
Eighth Floor – South Tower
205 Government Street
Mobile, Alabama 36644
Eddie.Kerr@mobilecountyal.gov
arpa.subrecipient.mobilecounty@volkert.com

(b) If to the Subrecipient:

Randy Threadgill
Deputy Comptroller - Office of Grants Management
205 Government Street
Mobile, AL 36602
randy.threadgill@cityofmobile.org

William S. Stimpson mayorstimpson@cityofmobile.org

Section 8.11 Amendments.

- (a) This Agreement may be amended any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be approved and executed prior to any work being done pursuant thereto.
- (b) This Agreement shall be deemed amended by law so as to conform with federal, state or local governmental guidelines and policies, as the same may be amended from time to time.

Section 9. Agreement Representatives

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

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For the County:

Administration, Mobile County, Alabama
Eighth Floor – South Tower
205 Government Street
Mobile, Alabama 36644
Eddie.Kerr@mobilecountyal.gov
Arpa.subrecipient.mobilecounty@volkert.com

For the Subrecipient:

Randy Threadgill
Deputy Comptroller - Office of Grants Management
205 Government Street
Mobile, AL 36602
randy.threadgill@cityofmobile.org

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set opposite the signature of their duly authorized representative.

	MOBILE COUNTY COMMISSION
Date:	President
ATTEST:	
Glenn L. Hodge County Administrator	
	CITY OF MOBILE
Date:	William S. Stimpson, Mayor
ATTEST:	
Lisa Lambert City Clerk	

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Attachment A: Subaward Data

Subrecipient Name	City of Mobile
Subrecipient Unique Entity Identifier:	QV8KPHH9J8A3
Federal Award Identification Number	SLFRP2103
(FAIN):	
Federal Award Date of Award to the	March 3, 2021
Recipient by the Federal Agency:	
Subaward Period of Performance Start	September 1, 2022 (date subject to change)
Date:	and the state of t
Subaward Period of Performance End	June 30, 2026
Date:	,
Amount of Federal Funds Obligated	\$869,283.86
by this Action by the Pass-Through	
Entity to the Subrecipient:	
Total Amount of Federal Funds	\$869,283.86
Obligated to the Subrecipient by the	
Pass-Through Entity Including the	
Current Obligation:	
Total Amount of the Federal Award	\$869,283.86
Committed to the Subrecipient by the	
Pass-Through Entity:	
Federal Award Project Description:	Subrecipient has completed upgrades to audio, video,
	and information handling technology to provide for
	remote video arrangement, remote viewing of trials,
	improved audio and video quality and enhanced trial
	recordings in the State Courts located at the Mobile
	County Government Plaza
Name of Federal Awarding Agency:	U.S. Department of Treasury
Name of Pass-Through Entity:	Mobile County Commission
Contact Information for Mobile	Connie Hudson
County Authorizing Official:	Commission President
	Connie.Hudson@mobilecountyal.gov
Contact Information for County	Eddie Kerr
Project Manager:	Deputy County Administrator
	Eddie.kerr@mobilecountyal.gov
GER LAY 1	251-574-8604
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery
71 10 1 077	Funds
Identification of Whether Subaward is	Not R&D
R&D:	
Subrecipient Indirect Costs:	See <u>Attachment C</u> – Approved Budget

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Attachment B: Approved Activities/Scope of Services

The below information is based on facts and documentation supplied to the County by City of Mobile regarding its application for SLFRF dollars. This agreement is limited to the use of SLFRF for the activities specifically approved by the County as outlined below. Failure by City of Mobile to use its SLFRF award for the specific approved use will result in claw back of the SLFRF award by the County.

The City of Mobile is requesting funding for reimbursement for audio, video, and information handling upgrades to the State Courts located at the Mobile County Government Plaza. This technology upgrade provides for remote video arrangement, remote viewing of trials, improved audio and video quality and enhanced trial recordings. In addition to providing excellent streaming quality, the improved audio and video enhances the ability of the jury and gallery to see and hear the judge, attorneys, and witnesses.

The City of Mobile procured a contractor to perform the court technology upgrades proposed within their original application. This contractor purchased, installed, and set up equipment within the Mobile County court rooms and two rooms within the Mobile County Jail. The City added contract requirements that the low-priced contractor include additional subcontracted electrical support and equipment mounting work by disadvantaged business enterprises and that the contractor purchase additional spare component parts for the City to have on hand for quick replacement. These additional requirements raised the total costs to \$1,780,838.00.

Attachment C: Approved Budget

Consult the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>	ARPA Funds	Other Funds (NON-ARPA)	Total
Mobile County Coronavirus State and Local Fiscal Recovery Funds Awarded to Subrecipient	\$869,283.86	\$911,554.14	\$1,780,838.00
Budget Cost Categories			Total Expenditures
Personnel (Salary and Wages)	\$0.00	N/A	\$0.00
Fringe Benefits	\$0.00	N/A	\$0.00
Travel	\$0.00	N/A	\$0.00
Equipment	\$649,358.37	\$644,520.01	\$1,293,878.38
Supplies	\$0.00	N/A	\$0.00
Contractual Services and Subawards	\$219,925.49	\$217,549.51	\$479,225.00
Consultant (Professional Service)	\$0.00	N/A	\$0.00
Construction	\$0.00	N/A	\$0.00
Occupancy (Rent and Utilities)	\$0.00	N/A	\$0.00
Research and Development (R&D)	\$0.00	N/A	\$0.00
Telecommunications	\$0.00	N/A	\$0.00
Training and Education	\$0.00	N/A	\$0.00
Direct Administrative Costs	\$0.00	N/A	\$0.00
Miscellaneous Costs Advertising and public relations costs Materials and supplies costs, including costs of computing devices	\$0.00	\$7,734.17	\$7,734.17
Add additional cost items as needed	N/A	N/A	\$0.00
Total Direct Costs (add lines 1-15)	\$869,283.86	\$911,554.14	\$1,780,838.00
Total Indirect Costs	\$0.00	N/A	\$0.00
Total Costs Federal Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE	\$869,283.86	\$911,554.14	\$1,780,838.00

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Attachment D: Key Personnel

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the County of any changes to these personnel within thirty (30) days of the change.

Name:		
Title:	Phone:	
Email Address:	<u> </u>	
Address:		
Name:		
Title:	Phone:	
Email Address:		
Address:		
Name:		
Title:	Phone:	
Email Address:	<u>'</u>	
Address:		

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Attachment E: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official	
Name and Title of Subrecipient's Authorized Officia	- al
Date	

Attachment F: Mobile County Insurance Requirements

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Mobile County Commission (the County) at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A VII and must be acceptable to the County. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.

(a) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The Mobile County Commission, its employees and agents shall be named as additional insureds.

(b) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (Bodily Injury and Property Damage combined) of \$1,000,000 each accident. The policy shall name the Mobile County Commission as an Additional Insured.

(c) Worker's Compensation and Employers Liability (IF APPLICABLE)

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit

This policy shall be endorsed to Waive All Rights of Subrogation against the Mobile County Commission, its employees and agents.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the County **PRIOR** to commencement of any work on the contract or disbursement of funds. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the County.

Attachment G: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (**D**) <u>Davis-Bacon Act</u>, as amended (<u>40</u> U.S.C. <u>3141-3148</u>). 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 CFR Part 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 CFR Part 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.

- (E) 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 CFR Part 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.
- (**F**) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

- (**J**) See § 200.323.
- **(K)** See <u>§ 200.216</u>.
- (L) See § 200.322.

Attachment H: SF 424D Statement of Assurances Construction Programs

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
 of the United States and, if appropriate, the State,
 the right to examine all records, books, papers, or
 documents related to the assistance; and will establish
 a proper accounting system in accordance with
 generally accepted accounting standards or agency
 directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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Attachment H: SF 424D Statement of Assurances Construction Program

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
STR DEL	
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and

directed to execute and attest, respectively, for and on behalf of the City of Mobile, a

contract by and between the City of Mobile and the County of Mobile, Alabama for

work performed in upgrading courtroom technology as outlined in the Subrecipient

Agreement attached hereto and made a part hereof as though set forth in full. A copy

is on file in the office of the City Clerk.

Adopted:

City Clerk

141



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Direct the Mayor and City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the Assistance Agreement between the City of Mobile and US Department of Energy.

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	3/5/2024
Resolution	Resolution Letter	3/5/2024
Assistance Agreement	Backup Material	3/5/2024

REVIEWERS:

Department Reviewer		Action	Date
Accounting	g Threadgill, Randy	Approved	3/7/2024 - 12:48 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:03 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:04 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:13 PM



March 5, 2024

Dear City Council Members:

We are requesting your approval and acceptance of the grant agreement from the Department of Energy Efficiency & Conservation Block Grant awarded to the City of Mobile and to provide a cost share in the amount of \$163,600.00. The total amount of federal award is \$229,820.00.

In June 2023, via Resolution 31-656, authorization was granted from the Mobile City Council to apply for this grant from the Department of Energy. There was no match requirement for this grant. However, in July 2023, the project scope changed that resulted in the need for replacement of a 2nd chiller in the History Museum's inefficient HVAC unit, one of the oldest in the City's system. With this change in scope came an increase in the funds needed to complete the overall project, therefore, necessitating a cost share from the City of Mobile in the amount \$163,600.00. The source for this cost share is the Real Estate and Assset Management Department's annual Facilities Allotment.

Should you require further information, please do not hesitate to contact me at via email at laura.angle@cityofmobile.org or at (251)208-6854.

Sincerely,

Vaura Angle, Compliance Manager Office of Grants Management

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, by Resolution 31-656 2023 dated June 13, 2023, City Council authorized the

Mayor to apply for funding from the US Department of Energy, Office of State and

Community Energy Programs, a DOE Grant Funding Allocation to the City of Mobile in

the amount of \$229,820 for the Energy Efficiency and Conservation Block Grant (EECBG)

Program, no match required for funding; and

WHEREAS, the City of Mobile negotiated the attached Assistance Agreement which does

not have a match requirement for funding but does incorporate a cost share provision for

purchasing a second chiller at City expense with the first chiller funded by the grant; 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 to execute and attest,

respectively, for and on behalf of the City of Mobile, the Assistance Agreement between

the City of Mobile and US Department of Energy, Office of State and Community Energy

Programs attached hereto and made apart hereof, as though set forth in full, and to take

such further action necessary to effectuate the Agreement. A copy of said Agreement is on

file in the office of the City Clerk.

ADOPTED:		

City Clerk

		ASSISTAN	CE AGREEME	NT		
. Award No. DE-SE0000431		2. Modification N		ective Date	4. CFDA No. 81.128	
. Awarded To OBILE, CITY OF ttn: Donna Bryars .O. BOX 1827 OBILE AL 366331827		State U.S. 1000	Departmen	unity Energy of Energy nce Ave, SW 20585	Programs	7. Period of Performance 01/01/2024 through 12/31/2025
. Type of Agreement X Grant Cooperative Agreement Other	9. Authority IIJA PL 117-58, 110-140 EISA of				rchase Request or 00187	Funding Document No.
1. Remittance Address OBILE, CITY OF Attn: Donna Bryars OBILE AL 366331827		Gov	t Share :	\$229,820.00 \$163,600.00 \$393,420.00	13. Funds On This act	zion: \$229,820.00
4. Principal Investigator	15. Progran LESLEY F Phone:		78	U.S. D Golden 15013	nistrator Field Offic epartment of Field Offic Denver West CO 80401	Energy e
7. Submit Payment Requests To Payment - Direct Payme From U.S. Dept of Trea	nt	18. Paying Office Payment - If	Direct Pay			bmit Reports To Attachment 2
0. Accounting and Appropriation 5461~2022-31-200835-4		0000-0000000	-0000000			
1. Research Title and/or Descript IL: EECBG Program - C		L				
For	the Recipient			For the	United States of A	merica
2. Signature of Person Authorize			25. Signature	of Grants/Agreem		
3. Name and Title	2	4. Date Signed	26. Name of C	Officer . Welsh		27. Date Signed 02/20/2024

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000431 PAGE OF 2 3

AME OF OFFEROR OR CONTRACTOR

OBILE, CITY OF

BILE,	CITY OF	à			
M NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: QV8KPHH9J8A3 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.			(=)	No. 7
	In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.				
	The Project Period for this award is 01/01/2024 through 12/31/2025.				
	This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.				
	Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.				
	DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240.562.1779				
	DOE Project Officer: Lesley Fore E-mail: lesley.fore@hq.doe.gov Phone: 240.702.5878				
	Recipient Business Officer: Randy Threadgill E-mail: randy.threadgill@cityofmobile.org Phone: 251.208.7329				
	Recipient Principal Investigator: Michele Rumpf E-mail: michelle.rumpf@cityofmobile.org Phone: 251.208.7971				
	Electronic signature or signatures as used in this document means a method of signing an electronic message that				
	(A) Identifies and authenticates a particular person as the source of the electronic message;(B) Indicates such person's approval of the information contained in the electronic message;				
	and, (C) Submission via FedConnect constitutes electronically signed documents.				
	ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: YES PI: Rumpf, Michele				
ł	Continued	0 99			

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ONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF .
ONTINUATION SHEET	DE-SE0000431		3

AME OF OFFEROR OR CONTRACTOR

OBILE, CITY OF	OF
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OBILE, CITY OF						
ΓΕΜ NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
(A)	Fund: 05461 Appr Year: 2022 Allottee: 31 Report	(3)		_/_	No.	
	Entity: 200835 Object Class: 41020 Program:					
	1005917 Project: 0000000 WFO: 0000000 Local Use:					
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Special Terms and Conditions

City of Mobile ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and
	Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity



File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

- 1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
- 2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https://www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
- 3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
- 4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
- 5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
- 6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
- 7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
- 8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.



- 9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
- 10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:



- Acknowledgment: "This material is based upon work supported by the U.S. Department
 of Energy's Office of State and Community Energy Programs (SCEP) under the Energy
 Efficiency and Conservation Block Grant Program (EECBG) Award Number DESE0000431."
- Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.



Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as



described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.



DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.



Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the



Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.



Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be



approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to <u>notify</u> the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.



Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.



- 4. A domestic or foreign for-profit organization.
- 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
- 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
- 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

- The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.



- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1,2, or 3 of this term;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part;
 and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.



D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.



Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.



The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.



Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE <u>prior to</u> initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. Note: If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects



Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).



Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual



Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the Buy America Requirement.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy-including electric vehicle (EV) charging.

The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is

privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

- All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees

and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

- Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
- Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United

States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees



for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

- 1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
- 2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
- 3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
- 4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
- Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
- 6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

² See OFCCP's Technical Assistance Guide at:



Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

☐ Energy Savings Performance Contracting	
□ Biofuels	
☐ Building Energy Codes & Inspection Services	
☐ Capital Investments & Financing	
□ Biomass	l
☐ Clean Energy / Clean Energy Technologies	
☐ Commuting Infrastructure	
☐ Distributed Energy Resources	
☐ Education and Outreach	
☐ Electric Vehicles and Infrastructure	
☐ Energy Affordability	1
☐ Energy Management	
☐ Energy Audits	1
☐ Energy Certification Programs	ı
☐ Energy Conservation	ı
☐ Energy Efficiency	1
☐ Energy Equity	
☐ Assessments & Feasibility Studies	
□ ENERGY STAR	ı
☐ Energy Workforce Training	1
☐ Environmental Justice	1
☐ Financial Incentives	1
☐ Fuel Cell and Hydrogen Technologies	1
☐ Geothermal	1
☐ Hydropower / Hydrokinetic Power	1
□ Not Applicable	
☐ On-site Renewable Energy	1
☐ Pedestrian & Bike Infrastructure	L
☐ Reduce Commuting	1
Resiliency	
Retrofits	4
□Solar	1
☐ Workforce Development	1
STEM Education	1
☐ Storage	
☐ Strategy Development	
☐ Technical Assistance	
☐ Traffic Signals & Street Lighting	1
☐ Waste to Energy / Solid Waste Minimization	
☐ Weatherization	1
□Wind	1
	_
5. Estimated annual energy savings: 33,002 MBtus	
6. Description (executive summary of goals and objectives)*	7
The City will big a consultant to guidt the City's energy usage in order to understand which buildings are the largest energy consumers, identify which projects should be	
prioritized for upgrades and maintenance improvements and define a starting point for improved tracking of utility billing and building operations and maintenance.	

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

evision status: Active (pending add)			
Activity			
Strategy Development	☐ Technical Consultant Services		☑ Building Energy Audits
Financial Incentive Programs	☐ Energy Efficiency Retrofits		☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
Development and Implementation of ransportation Programs	\square Building Codes and Inspections		☐ Energy Distribution Technologies for Energy Efficiency
Material Conservation Programs	☐ Reduction and Capture of Methane a Gases	ind Greenhouse	☐ Traffic Signals and Street Lighting
Renewable Energy Technologies on overnment Buildings	☐ Programs for Financing, Purchasing, RE, and Zero-Emission Transportation N	and Installing EE- leasures	Administrative
States Sub-grants to Formula-Ineligit ommunities (states only)	ple		
ueprints			
Energy Planning			
☐ 1. Energy Planning			
Efficient Buildings			
☑ 2a. Energy Efficiency - Energy	Audits and Building Upgrades		
	ce Contracts: Energy Efficiency and Electric	ication in Cover-	ont Ruildings
2c. Building Electrification Cam		icacion in Governm	ent buildings
2d. Building Performance Stand	aaras & Stretch Codes		
Renewables			
	urchase Agreements and Direct Ownership		
☐ 3b. Community Solar			
\square 3c. Solarize Campaign			
☐ 3d. Renewable Resource Planni	ng for Rural and Tribal Communities		
Electric Transportation			
\square 4a. Electric Vehicles and Fleet	Electrification		
☐ 4b. EV Charging Infrastructure	for the Community		
Finance	Tor the community		
	cing Solutions for Energy Projects and Prog	on an a with David	at and Foods
Workforce	cing solutions for Energy Projects and Prog	rams with Revolvin	ig Loan Funds
6. Workforce Development			
State: AL			
Sectors			
Agriculture / Agricultural	☑ Local Government	Resident	ia l
Commercial	☐ Low / Limited Income	☐ State or	Territory Government
Higher Education	☐ Non-profits	☐Transpo	
☐ Industrial	☐ Not Applicable	☐Tribal / I	Native American
K-12 Schools			
Technology and/or Topic Areas Audits and Assessments (Energy, Wa			

 $Energy\ Efficiency\ and\ Conservation\ Block\ Grant\ Program-Bipartisan\ Infrastructure\ Law\ 2021\ (EECBGBIL)$

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

7. Activity milestones

Milestone Description	Planned Amount
Draft and issue a competitive RFP for a consultant to complete an energy audit (1 mo.)	1
Review RFPs and select consultant (2 mos.)	2
Consultant carries out energy audit and presents draft to project team (12 mos.)	2
Project team reviews audit with consultant (1 mo.)	1
Consultant makes requested edits/additions to the audit (1 mo.)	1
Project team reviews and accepts final audit (1 mo.)	1

8. Activity performance metrics

Of Activity performance meaning	
a. Specific metric activity (required)**	
8. Energy Audits	

a. EECBGBIL grant (all funds in the approved budget)	
Fund Source	Planned Amount
Federal Fund Source Type: Federal	\$79,820.00
Applicant Fund Source Type: Applicant	\$0.00
Total	\$79,820.00
b. Leveraged funds anticipated (outside approved budget) Fund Source	Planned Amount
	Planned Amount

^{*}Please use additional pages if more space is needed.
**Mandatory requirement

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

SEO title: Retrofitting Inefficient Infrastr	ructure: Mobile's Path to Energy Efficie	ency	
Revision status: Active (pending add)			
1. Activity			
☐ Strategy Development	☐ Technical Consultant Services		☐ Building Energy Audits
☐ Financial Incentive Programs	☑ Energy Efficiency Retrofits		☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
Development and Implementation of Transportation Programs	\square Building Codes and Inspections		☐ Energy Distribution Technologies for Energy Efficiency
Material Conservation Programs	☐ Reduction and Capture of Methan Gases	e and Greenhouse	\square Traffic Signals and Street Lighting
Renewable Energy Technologies on Government Buildings	Programs for Financing, Purchasin RE, and Zero-Emission Transportatio	ng, and Installing EE- n Measures	Administrative
☐ States Sub-grants to Formula-Ineligib Communities (states only)			
Pl			
Blueprints			
Energy Planning			
☐ 1. Energy Planning			
Efficient Buildings			
☑ 2a. Energy Efficiency - Energy			
I —	e Contracts: Energy Efficiency and Elec	trification in Governm	ent Buildings
☐ 2c. Building Electrification Camp			
☐ 2d. Building Performance Stand	ards & Stretch Codes		
Renewables			
☐ 3a. Solar & Storage - Power Pu	rchase Agreements and Direct Owners	hip	
☐ 3b. Community Solar			
☐ 3c. Solarize Campaign			
☐ 3d. Renewable Resource Plannin	g for Rural and Tribal Communities		
Electric Transportation			
☐ 4a. Electric Vehicles and Fleet I	Electrification		
☐ 4b. EV Charging Infrastructure f	or the Community		
Finance	or the dominancy		
5. Unlocking Sustainable Finance	ing Solutions for Energy Projects and P	roorams with Dovolvin	a Loop Eurode
Workforce	mg Soldcions for Energy Projects and P	rograms with Revolvin	ig Loan Funds
☐ 6. Workforce Development			
2. State: AL			
Z. State: AL			
3. Sectors			
☐ Agriculture / Agricultural	☑ Local Government	Resident	ial
☐ Commercial	☐ Low / Limited Income	☐ State or	Territory Government
☐ Higher Education	☐ Non-profits	□Transpo	
☐ Industrial	☐ Not Applicable		Native American
☐ K-12 Schools		,	
4. Technology and/or Topic Areas			(9)
Audits and Assessments (Energy, Wat	er, and Process)	☐ Environmental Ju	ustice
Benchmarking		☐ Financial Incenti	ves

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 $Energy\ Efficiency\ and\ Conservation\ Block\ Grant\ Program-Bipartisan\ Infrastructure\ Law\ 2021\ (EECBGBIL)$

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

	Tr. LC II Tashmalasias
☐ Energy Savings Performance Contracting	Fuel Cell and Hydrogen Technologies
Biofuels	Geothermal
☐ Building Energy Codes & Inspection Services	Hydropower / Hydrokinetic Power
☐ Capital Investments & Financing	☐ Not Applicable
Biomass	On-site Renewable Energy
☐ Clean Energy / Clean Energy Technologies	Pedestrian & Bike Infrastructure
Commuting Infrastructure	Reduce Commuting
☐ Distributed Energy Resources	Resiliency
☐ Education and Outreach	☑ Retrofits
☐ Electric Vehicles and Infrastructure	☐ Solar
☐ Energy Affordability	☐ Workforce Development
☐ Energy Management	☐ STEM Education
☐ Energy Audits	☐ Storage
☐ Energy Certification Programs	☐ Strategy Development
☐ Energy Conservation	☐ Technical Assistance
☑ Energy Efficiency	☐ Traffic Signals & Street Lighting
☐ Energy Equity	☐ Waste to Energy / Solid Waste Minimization
Assessments & Feasibility Studies	☐ Weatherization
□ ENERGY STAR	□Wind
☐ Energy Workforce Training	
5. Estimated annual energy savings: 33,002 MBtus 6. Description (executive summary of goals and objectives)* The City will use a portion of the EECBG funds to replace the chillinefficient in the City's System. This amount includes the estimate	ers in the City History Museum's inefficient HVAC unit, one of the oldest and mosed cost of one chiller and 37% (\$20,000) of the cost for installation)
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Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

Total Total	\$0.00
Leveraged Category: Local Government	\$0.00
Fund Source Type: Leveraged	
Local Government	Trainice Amount
Fund Source	Planned Amount
b. Leveraged funds anticipated (outside approved budget)	10:500:00
Total	\$313,600.00
Applicant Fund Source Type: Applicant	\$163,600.00
Fund Source Type: Federal	\$150,000.00

^{*}Please use additional pages if more space is needed.
**Mandatory requirement



1. Award Number: DE-SE0000431.0000	2, Program/	Project Title: EECBG
I. Award Number: DE-320000431.0000		
3. Recipient: City of Mobile, AL		
Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
. PROJECT MANAGEMENT REPORTING		
A. Performance Report	S	A. https://www.page.energy.gov
1. Status and Milestones		
2. Quantitative		
3. Narrative	_	B 144
B. Financial Report (SF-425)	S	B. https://www.page.energy.gov
C. Other (see Special Instructions)	A5	C. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)	Y	A. Send Email to DOE Project Officer
	A5	B. https://www.page.energy.gov
C. Uniform Commercial Code (UCC) Financing Statements	A5	C. https://www.page.energy.gov
☐ D. Federal Subaward Reporting System (FSRS)	A5	D. See section II. D. for instructions and due dates
E. Annual Incurred Cost Proposal	A5	E. FSRS
F. Single Audit: States, Locals, Tribal Governments, and Non-Profits	Y180	F. See section II. F. for instructions and due dates
	0	G. See section II. G. for instructions and due dates
☑ G. Other 1. Annual Historic Preservation Report	Y	G1. Email to project officer & EECBG.NEPA@ee.doe.gov
H. Davis Bacon		
1. Semi-Annual Davis Bacon	s	H1. https://www.page.energy.gov
2. Weekly Payroll report	w	H2. https://www.page.energy.gov
2. House, a dylon report		1
III. CLOSEOUT REPORTING		
	F	A. https://www.page.energy.gov
B. Other (see Special Instructions)	F	B. See Special Instructions

Template Version 04/01/23



4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
IV. Bipartisan Infrastructure Law Reporting		
🛮 A. Quality Job Creation		
☑ 1. Direct Jobs	A5	A.1.See Section V.D.I for instructions and due dates
🔀 2. Good Jobs	Y	A.2. https://www.page.energy.gov
🔀 B. Equity and Justice	Y	
□ 1. Community Engagement Process		
2. Engagement Events and Technical Assistance		B. https://www.page.energy.gov
C. Pathway to Net-Zero		
□ 1. Infrastructure Supported		C. https://www.page.energy.gov
D. One-Time Location Report	1	D. https://www.page.energy.gov
EPENIENCY CODES AND DUE DATES.		

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.

F – Final; within 120 calendar days after expiration or termination of the award.

O - Other: See instructions for further details.

P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S - Semiannually; within 30 days after end of the reporting period.

Y – Yearly; within 90 calendar days after the end of the federal fiscal year.

Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.

W - Weekly; within 7 days of the payroll

1 - One time report

FULL URLS:

OSTI E-Link: http://www.osti.gov/elink-2413

OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp

DOE CODE: https://www.osti.gov/doecode/

iEdison: http://www.iedison.gov

EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx

FSRS: https://www.fsrs.gov

PAGE: https://www.page.energy.gov

Special Instructions:



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Reporting Instructions

Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally *** important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission	Within 30 calendar days after the end of the semi-annual reporting period (April
deadline:	30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This is information can be included in the qualitative section of the report.

2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the <u>EECBG Program Process Metrics</u>, <u>EECBG-BIL-Reporting-Guidance.pdf (energy.gov)</u>, and the <u>Eligible Activity Areas and their Recommended Process Metrics (energy.gov)</u> per your activity.

5. Products

Can be uploaded as an attachment to the PAGE performance report.

What has the project produced?

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

Publications, conference papers, and presentations
 Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

i. Publications, conference papers and presentations Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in https://www.page.energy.gov. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the https://www.page.energy.gov document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project



- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) and within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov	
Submission deadline:	Within five (5) calendar days after the event, or as specified	

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II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission	Within 90 calendar days after the end of the annual reporting period when
deadline:	applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at Post-Award Reporting Forms | GRANTS.GOV.

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission	Within 5 calendar days of the event or as specified when applicable
deadline:	

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at <u>Post-Award Reporting Forms | GRANTS.GOV</u>

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see III. Closeout Reporting).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Send Email to DOE Project Officer



Submission	Within five (5) calendar days after the event, or as specified.
deadline:	

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."
- o Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission	The prime recipient is required to file a FFATA sub-award report by the end of
deadline:	the month following the month in which the prime recipient awards any sub-
	grant greater than or equal to \$30,000.



The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

E. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • IndirectRates@hq.doe.gov (if OCED is Cognizant)
	PricingGroup@netl.doe.gov (if NETL is Cognizant)
	Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

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As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at Historic Preservation – Executed Programmatic Agreements | Department of Energy

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov	
		611

12 200



Submission deadline:

Within 7 days of each pay period and Semi-annually when applicable

- a. The DBA applies to contractors and subcontractors of the recipient or subrecipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOEsponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at: https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminar s/events
- c. Weekly Payroll Report
 - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
 - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d. Semi-Annual Compliance and Enforcement Report
 - i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
 - ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.



III. Closeout Reporting

A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.page.energy.gov
Submission	Within 120 calendar days after expiration or termination of the award
deadline:	

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at <u>Post-Award</u> <u>Reporting Forms | GRANTS.GOV.</u>

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov	7
Submission	Within 120 calendar days after expiration or termination of the award	1
deadline:	·	

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

2. 0000000			
Submit to:	https://www.page.energy.gov		
Submission	Yearly; within 30 calendar days after the end of the federal fiscal year		
deadline:			

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	https://www.page.energy.gov
Submission	Semi-annually within 30 calendar days after the end of the federal fiscal year
deadline:	quarter

The Equity and Justice reports are imbedded in the <u>EECBG Program Process Metrics</u> as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.



1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission	As Specified, within 30 calendar days after the end of the first quarterly
deadline:	reporting period; Yearly; within 90 calendar days after the end of the federal
	fiscal year and Final; within 120 calendar days after expiration or termination of
	the award.

Pathways to Net Zero Reports will be imbedded in the <u>EECBG Program Process Metrics</u> as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report



Submit to:	https://www.page.energy.gov
Submission	One time
deadline:	

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.



V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). Will the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:



- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

BUDGET INFORMATION - Non-Construction Programs

Attachinent 3
DE-SE0000431.0000

Program/Project Identification No. SE0000431		Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021			
3. Name and Address	City of Mobile		4. Program/Project Start Date	10/01/2023	
	City of Mobile Mobile, AL 366020001		5. Completion Date	09/30/2025	

		SECTIO	N A - BUDGET SUI	MMARY		
Grant Program		Estimated Unol	bligated Funds No		ew or Revised Budget	
Function or Activity (a)	Federal Catalog No. (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 229,820.00		\$ 229,820.00
2. Applicant			\$ 0.00		\$ 163,600.00	\$ 163,600.00
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 229,820.00	\$ 163,600.00	\$ 393,420.00

	S	ECTION B - BUDGE	T CATEGOR	IES	
6. Object Class Categories		Total			
	(1) DOE	(2) Applicant	(3)	(4)	(5)
a. Personnel	\$ 0.00	\$ 0.00			\$ 0.00
b. Fringe Benefits	\$ 0.00	\$ 0.00			\$ 0.00
c. Travel	\$ 0.00	\$ 0.00			\$ 0.00
d. Equipment	\$ 130,000.00	\$ 130,000.00			\$ 260,000.00
e. Supplies	\$ 0.00	\$ 0.00			\$ 0.00
f. Contract	\$ 99,820.00	\$ 33,600.00			\$ 133,420.00
g. Construction	\$ 0.00	\$ 0.00			\$ 0.00
h. Other Direct Costs	\$ 0.00	\$ 0.00			\$ 0.00
i. Total Direct Charges	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
j. Indirect Costs	\$ 0.00	\$ 0.00			\$ 0.00
k. Totals	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
7. Program Income	\$ 0.00	\$ 0.00			\$ 0.00

Energy Efficiency and Conservation Block Grant Program - Bipartisan Infrastructure Law 2021 (EECBGBIL)

BUDGET INFORMATION REMARKS

Grant Number: SE0000431, State: AL

Recipient: City of Mobile

Remarks

Re the energy audit, the City will issue an RFP asking for consultants to propose as much as they can for the budgeted amount. The HVAC chiller replacement is a higher priority project given the risk the current unit poses to the History Museum collections, as well as the power cost to the City. EECBG funds (\$130,000) will be used to purchase one chiller. City funds in the same amount (\$130,000) will cover the second chiller.

Re installation of the chillers, \$33,600 will be paid by the City with the remainder (\$20,000) coming from EECBG funds.

Intellectual Property Provisions (NRD-821) Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate \$2,820,000 currently deposited into the Storm Water fund to various Capital Projects within the fund; (Fund 4050).

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date
2024 Storm Water Fee
Allocation Cover Memo 3/6/2024

REVIEWERS:

Department Reviewer		Action	Date
Capital	Rhodes, Brenda	Approved	3/6/2024 - 1:40 PM
Budget	Moore, Rick	Approved	3/6/2024 - 3:25 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:03 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:03 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:10 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Section 17-47 of the Mobile City Code states:

"The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City's NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City's storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes."

WHEREAS, the Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in Section 17-47, the Mobile City Council desires to allocate the funds to capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,820,000, currently deposited in the Storm Water fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Days 2025 (2 events - spring and fall)	\$75,000
Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization	\$1,250,000
Storm Water Drainage Design Manual	\$250,000
Post-Construction Compliance	\$15,000
CTX160 Track Mini-Skid Steer	\$82,000
Broom Bear Sweeper	\$380,000
Pelican Street Sweeper	\$277,000
Storm Water Modeling	\$241,000
Supplement Ditch Cleaning Contract	\$250,000

ADOPTED:		
CITY CLERK		



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year, renewable for two additional years, contract with Galls LLC to provide uniforms for the Mobile Fire Rescue Department.

General Fund.

Amount of Contract:

NTE \$225,000 per year.

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 2024 Galls Agenda Package Cover Memo 3/7/2024

REVIEWERS:

Departmen	nt Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/7/2024 - 10:28 AM
Legal	Kern, Chris	Approved	3/7/2024 - 2:04 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:05 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:12 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.

<u>RESOLUTION</u>

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor
and 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 Galls, LLC, in the amount not to exceed
\$225,000.00 per year, for one year, renewable for two additional one year
periods at the Mayor's discretion without further Council action, for uniforms
for the Mobile Fire Rescue Department, as outlined in the contract attached
hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



City of Mobile

Fire Department Uniforms

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this _____day of _____, 2024 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Galls, LLC. (hereinafter "Contractor"), a limited liability company organized under the laws of the State of Delaware.

WHEREAS, the City desires to purchase uniforms for the Mobile Fire -Rescue Department, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these items and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services and Items are as set out in Exhibit A, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods. At the completion of the third year, upon the mutual consent of both parties, the contract may be presumed to continue on a month-to-month basis with all provisions of the contract remaining in force. The total amount invoiced and to be paid for any one year is not to exceed \$225,000.00

ARTICLE 2. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. 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 provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 3. <u>Indemnification:</u> Contractor its agents, employees, and officers hereby agree 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.

ARTICLE 4. Entire Agreement: This Agreement, including the Exhibits hereto, 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.

ARTICLE 5. Governing Law and Venue: The Parties agree that the jurisdiction and 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.

ARTICLE 6. <u>Licenses, permits, etc</u>.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 7. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the 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.

ARTICLE 8. <u>Nondiscrimination</u>: 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..

ARTICLE 9. <u>Termination of Contract</u>: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

ARTICLE 10. <u>Assertion of Rights</u>: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 11. <u>Notices</u>. Notice for the City shall be mailed to: City of Mobile P.O. Box 1827 Mobile, AL 36633

Notices to Contractor shall be mailed to: Galls, LLC 1340 Russell Cave Road Lexington KY 40505

ARTICLE 12. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 13. Boycotts. 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.

ARTICLE 14. <u>Signatures</u>: IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, C	GALL'S LLC			
M.16 Fan	, Its Chief Ex	xecutive Officer(title))	
On behalf of Cont		·	,	
2/29/2024	Date			
ACKNOWLEDGE The State of Kentuc Fayette				
I, Tiffany Brewer hereby certify that	, a Notary Public	se name as <u>Chief</u> conveyance and , being informed	f <u>Executive O</u> ffc@alls, I d who is known to me, of the contents of the c	acknowledged conveyance, he,
My Bu	Given under my hand this	the <u>29th</u> day Notary Public	TIFFANY BREWER NOTARY PUBLIC Kentucky, State At Large Commission # KYNP65848 My Commission Expires 02/12/2027	, 2024
CITY				
Its Mayor				
	Date			
ATTEST:				
City Clerk				
	Date			
EXHIBIT A: Scop	e of Work			

EXHIBIT A. STATEMENT OF WORK

- City's competitive sourcing of the goods and services to be provided under this
 contract is made under Local Government Purchasing Cooperative (BuyBoard)
 Contract 670-22 ("BuyBoard Contract"), whose terms, to the extent they do not
 conflict with any terms in this contract or its exhibits, are incorporated by
 reference.
- 2. Contractor will provide uniform items as listed in the attached price list. All prices are inclusive of all fees and charges, including shipping to City of Mobile Fire Central Supply. Contractor may amend the uniform item list and pricing in accordance with BuyBoard contract and with notice to and consent of the City.
- 3. Contractor will provide and maintain a web-based ordering and order-tracking software system. The system will allow City firefighters and City designated employees to enter, review, approve, place, track, and return orders of listed uniform items. The software will provide roles that allow the City to control authority to enter orders, approve orders, place and return orders with Contractor. The software will allow for City tracking of all orders entered, placed, received, returned, invoiced, and paid. Contractor's software will provide limits for types of items available for order and City is responsible to ensure employee orders are within the allowed price and quantity limits allotted to each employee.
- 4. City will place item orders with Contractor using the Contractor's software product. City is responsible to ensure that software control roles are used and that only City-authorized persons place orders with Contractor. Contractor is responsible to ensure that software securely processes City orders according to established user roles.
- 5. Contractor will fill and ship orders to City within 2 weeks of City placement of orders, unless otherwise agreed to.
- 6. Contractor will package, label, and ship orders by individual firefighter that entered the order. Contractor can combine orders for multiple firefighters in a single shipment as long as each firefighter's orders are individually packaged within the shipment.
- Contractor will ensure that uniform items sold to City meet manufacturer quality standards. City and City firefighters are responsible for selection of correctlysized orders.

- 8. City may return without cost at Contractor's expense unused items for any reason, or used items if discovered to be defective. Contractor will either invoice credit City or ship replacement product for any properly returned uniforms.
- 9. Contractor will invoice City monthly for all orders shipped to City in the previous month. Invoice will include a detailed listing of items being invoiced and credited. Invoices will be sent to the following address:

City of Mobile Fire Department Central Supply, 2851 Old Shell Road, Mobile AL 36607, with copy by email to Purchasing@CityofMobile.org.

- 10. City will review orders upon receipt and notify Contractor of any discrepancies between what was ordered and what was received within 7 days of City's receipt of any shipped order.
- 11. City will remit payment on orders within 30 days of receipt of invoices.

EXHIBIT B

INSURANCE

Client#: 1778682 GALLSLLC11

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

The second secon		
PRODUCER	CONTACT Trip Yersky	
USI Insurance Services LLC	PHONE FAX (A/C, No, Ext): (A/C, No):	
312 Elm Street, 24th Floor	E-MAIL ADDRESS: trip.yersky@usi.com	
Cincinnati, OH 45202	INSURER(S) AFFORDING COVERAGE	NAIC #
513 852-6300	INSURER A: QBE Insurance Corporation	39217
INSURED	INSURER B : General Casualty Company of Wisconsin	24414
CB General Holdings, LLC; Galls LLC	INSURER C : Praetorian Insurance Company	37257
1340 Russell Cave Road	INSURER D : Cincinnati Insurance Company	10677
Lexington, KY 40505	INSURER E: North Pointe Insurance Co	27740
	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 S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY			171000318	03/01/2024	03/01/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
E	AU ⁻	TOMOBILE LIABILITY			161000042	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X							BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	X	UMBRELLA LIAB X OCCUR			191000210	03/01/2024	03/01/2025	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$10000							\$
С		RKERS COMPENSATION DEMPLOYERS' LIABILITY			152000028	03/01/2024	03/01/2025	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Ex	cess			EXS0570374	03/01/2024	03/01/2025	\$15,000,000	
	Lia	bility							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability, automobile liability and umbrella/excess policies contain an automatic Additional
Insured endorsement that provides Additional Insured status to City of Mobile only with regard to work
performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government St Mobile, AL 36644	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
	Dlang

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April 21, 2023

Sent via email to: hudson-kenneth@galls.com

Kenneth Hudson Galls, LLC 1340 Russell Cave Rd. Lexington KY 40505

Re: Uniforms and Accessories

BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22 effective 6/1/2022 through May 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg Vendor Contract Administrator

1st renewal v.02.13.2020







4/28/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer Galls, LLC 1340 Russell Cave Rd. Lexington, KY 40505

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Cooperative Procurement Staff at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas

Asst. Division Director, Cooperative Purchasing

Texas Association of School Boards, Inc.,

Administrator for The Local Government Purchasing Cooperative

v.02.01.2021









4/29/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer Galls, LLC 1340 Russell Cave Rd. Lexington, KY 40505

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Award; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

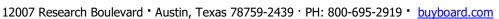
A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Uniforms and

Accessories

Proposal Due Date/Opening Date and Time:

December 16, 2021, at 4:00 PM

Location of Proposal Opening:

Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759

Proposal Invitation Number: 670-22

Anticipated Cooperative Board Meeting Date:

<u>Contract Term</u>: June 1, 2022, through May 31, 2023, with two possible one-year renewals.

April 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Galls, LLC	12/15/2021
Name of Proposing Company	Date
1340 Russell Cave Rd.	Dillh
Street Address	Signature of Authorized Company Official
Lexington, KY 40505	David Scheve
City, State, Zip	Printed Name of Authorized Company Official
859-800-1400	Chief Financial Officer
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
859-268-5971	20-3545989
Fax Number of Authorized Company Official	Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer <u>must initial in the bottom right corner of each page</u> where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

- 1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
- 2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
- 4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;



- 5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
- 6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
- 7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check ($$) one of the following:	
My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.) My company is not owned or operated by anyone who has been convicted of a felony. My company is owned/operated by the following individual(s) who has/have been convicted of a felony:	
Name of Felon(s): N/A	
Details of Conviction(s):N/A	



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please	e check (√) one o	f the fo	ollowing:									
	I certify the	at my at my	company i company i	s a Resident P s a Nonresider	ropose nt Prop	er. Joser.						
	r company is a N your company's					the followi	ng inform	nation fo	r your re	sident s	state (the	state in
Gal	ls, LLC					1340 Ru	ussell Cav	e Rd				
Comp	any Name					Address						
Lexir	ngton				_	KY		_	40505			
City						State		Z	Zip Code			
A.				re a proposer whene as yours by a								
В.	What is the pre	escribe	d amount	or percentage?	\$	N/A	or	N/A	%	1		
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deterr	on 44.031(b) of mining to whom the parent or major	to awa	rd a contr	act. Among the	criteri	a for certai	n contra	cts is wh	nether the	vendo	or the	vendor's
	ther your compan company, ultimate									busine	ess in Tex	as, does
Please	e check (√) one o	f the fo	ollowing:									
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					D 12	- 6 72						



No Boycott Verification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (Tex. Gov't Code Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (Tex. Gov't Code Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (Tex. Gov't Code Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). Tex. Gov'T Code §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Tex. Gov'T Code §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

Enterponerespone	rise or "N ding to	1WBE" and all re this Proposal In	tified as a Historically eferred to in this form a vitation. The BuyBoar their HUB certification	as a "HUB" d website	') is encour will indica	raged to i	ndicate its certificatio	HUB cert	tification s	tatus when
	I certify	that my compa	ny has been certified a	as a HUB ir	n the follow	ving cate	jories:			
		Service-Disab service-conne	ed Business bled Veteran Owned ected disability as de ore as determined by	Business efined by	(veteran 38 U.S.C.	defined § 101(1	by 38 U. 6), and v	vho has	a disabili	ty rating
	Certifi	cation Numbe	r:							
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X	My com	pany has NOT	been certified as a HUI	3.						
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Forms has rea	Signatur d and ur as follow	e Page, the undenderstands the re	rd Technical Requireme ersigned affirms that P equirements, and certif plain BuyBoard Techni A	roposer ha ies that Ve	s obtained ndor is abl	l a copy o e to meet	f the BuyE and will co	oard Tec omply wit	hnical Rec h those re	iuirements, quirements

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: DS

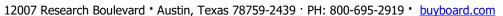


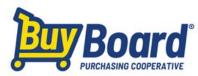
CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.





DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4** (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check $(\sqrt{})$ one of the following:

Trease check (V) one of the following:
No; DeviationsYes; Deviations
List and fully explain any deviations you are submitting:



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. DO

the BuyBoard website. By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, et. seq.) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check ($$) one of the following:
NO , I certify that none of the information included with this Proposal is considered confidential or proprietary.
YES , I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.
If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.
Confidential / Proprietary Information:
N/A
(Attach additional sheets if needed.)



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

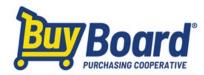
Please check ($$) one of the following:
NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.
The same and all WCC// all and identify the last the same if a decrease and a single same in the information
If you responded "YES", clearly identify below the specific documents or pages containing copyright information.
Copyright Information:N/A
(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.



EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. **Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

u	Steadil of contract termor	
	YES , I agree.	□ NO , I do not agree.
_	T : :: (C	

Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

X YES, I agree.	\square NO , I do not agree.	Initial: DS
E ILS, I agree.	ito, i do not agree.	IIII.



3. **Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such

	nd Vendor agrees that it shall comply with such provision.
X YES, I agree.	□ NO , I do not agree.
contracts/purchases in excess of as supplemented by Department Covering Federally Financed and laborers and mechanics at a rate	ram legislation, Vendor agrees that, for all Cooperative member prime construction 52,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to not less than the prevailing wages specified in a wage determinate made by the Secretary I pay wages not less than once a week.
	nations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees this requirement applies, the award of the purchase to the Vendor is conditioned upon determination.
Department of Labor regulations in Whole or in Part by Loans or G be prohibited from inducing, by a	Il also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed rants from the United States"). The Act provides that each contractor or subrecipient must my means, any person employed in the construction, completion, or repair of public work, asation to which he or she is otherwise entitled.
☑ YES, I agree.	\square NO , I do not agree.
Where applicable, for all Coopera mechanics or laborers, Vendor a regulations (29 CFR Part 5). Under laborer on the basis of a standard that the worker is compensated excess of 40 hours in the work where the requirements of 40 USC 37 required to work in surrounding requirements do not apply to the	4 are applicable to construction work and provide that no laborer or mechanic must be s or under working conditions which are unsanitary, hazardous or dangerous. These purchases of supplies or materials or articles ordinarily available on the open market, or
contracts for transportation or track YES , I agree.	nsmission of intelligence.



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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.

Ver	ndor agrees to comply with th	ne above requirements when a	pplicable.
X	YES, I agree.	□ NO, I do	not agree.
and cor the	an Air Act (42 USC 7401-7671 I subgrants of amounts in ex nply with all applicable stand Federal Water Pollution Co	cess of \$150,000 must contain ards, orders, or regulations iss	ution Control Act (33 USC 1251-1387), as amended — Contracts a provision that requires the non-Federal award to agree to used pursuant to the Clean Air Act (42 USC 7401-7671q.) and SC 1251-1387). Violations must be reported to the Federal
	en required, Vendor agrees Act and the Federal Water Po		tandards, orders, or regulations issued pursuant to the Clean
X	YES, I agree.	□ NO, I do	not agree.
Ver or 0 125 seesus	parties listed on the government of the parties listed on the government of the parties at 2 CFR 180 that 1989 Comp. p. 235), "Debay otherwise excluded by agency of the parties of the pa	ecutive Orders 12549 and 1268 nent-wide exclusions in the Synat implement Executive Order ment and Suspension." SAM Exies, as well as parties declared not currently listed on the government and suspension of the government of the cooper dor if Vendor is later listed of the Synamous immediately notify the Cooper dor if Vendor is later listed of the Synamous immediately notify the Cooper dor if Vendor is later listed or the Synamous Indiana.	(see 2 CFR 180.220) must not be made estem for Award Management (SAM), in accordance with the states 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Exclusions contains the names of parties debarred, suspended, dineligible under statutory or regulatory authority other than ernment-wide exclusions in SAM, is not debarred, suspended, a statutory or regulatory authority other than extension and all Cooperative members with pending purchases or the government-wide exclusions in SAM, or is debarred, ineligible under statutory or regulatory authority other than
X	YES, I agree.	☐ NO , I do	not agree.
req any Cor cor tha nor	uired certification. Each tier of person or organization for organization for organization for organization for a person of the person or any other awas to takes place in connection or organization.	(31 USC 1352) - Vendors that it certifies to the tier above that it influencing or attempting to information of Congress, or an employee of a rd covered by 31 USC 1352. Easy the obtaining any Federal awalle, Vendor agrees to file all certifies.	t apply or bid for an award exceeding \$100,000 must file the t will not and has not used Federal appropriated funds to pay affluence an officer or employee of any agency, a member of member of Congress in connection with obtaining any Federal och tier must also disclose any lobbying with non-Federal funds and. Such disclosures are forwarded from tier to tier up to the tifications and disclosures required by, and otherwise comply
X	YES , I agree.	□ NO , I do	not agree.
			Initial: _DS



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

the EPA guidelines.	mative procurement program for procurement or recovered materials identified in
🗡 YES , I agree.	\square NO , I do not agree.
procurements which may be applicable to member, Vendor agrees to provide such it	curements: w, 2 CFR §200.322 contains certain considerations for domestic preferences for cooperative members using federal funds. When required by a Cooperative information or certification as may reasonably be requested by the Cooperative uding whether goods, products, or materials are produced in the United States.
X YES, I agree.	□ NO , I do not agree.
2 CFR §200.216 prohibits expending federa surveillance services or equipment. To the provide such information or certification a	nmunications and Video Surveillance Services or Equipment ral loan or grant funds to procure or obtain certain telecommunications and video extent applicable and when required by a Cooperative member, Vendor agrees to s may reasonably be requested by the Cooperative member to confirm whether nce services or equipment provided by Vendor is covered equipment or covered
X YES, I agree.	\square NO , I do not agree.
to negotiate profit as a separate element Vendor agrees to provide information and the price for a particular purchase. However	rice: as of the Simplified Acquisition Threshold, a Cooperative member may be required of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, negotiate with the Cooperative member regarding profit as a separate element of the rer, Vendor agrees that the total price, including profit, charged by Vendor to the awarded pricing, including any applicable discount, under Vendor's Cooperative
X YES, I agree.	\square NO , I do not agree.
In addition to the foregoing specific requ member, it shall make a good faith effort to	eration with Cooperative Members: irements, Vendor agrees, in accepting any Purchase Order from a Cooperative o work with Cooperative members to provide such information and to satisfy such Cooperative member purchase or purchases including, but not limited to, applicable ements.
☑ YES, I agree.	\square NO , I do not agree.

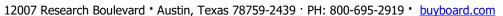


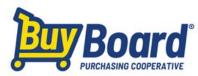
COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Galls, LLC
Company Name
Signature of Authorized Company Official
David Scheve, Chief Financial Officer
Printed Name and Title
12/15/2021
Date





PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation

- National Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (Optional)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing C	Galls, LLC
(List the <u>legal</u> name of the c be provided below. If you are	company seeking to contract with the Cooperative. Do <u>NOT</u> list an assumed name, dba, aka, etc. here. Such information may be submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or
Please check ($$) one of the f	following:
Type of Business:	\square Individual/Sole Proprietor \square Corporation \boxtimes Limited Liability Company \square Partnership
	☐ Other (Specify:)
State of Incorporation	on (if applicable): Delaware
Federal Employer Ide (Vendor must include a	entification Number: completed <u>IRS W-9</u> form with their Proposal)
	lor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if s.)

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

				_									
	1 Name (as shown on your income tax return). Name is required on this line; d	lo not leave this line blank.											
Print or type. See Specific Instructions on page 3.	GALLS PARENT HOLDINGS, LLC												2000
	2 Business name/disregarded entity name, if different from above												
m.	GALLS, LLC (FEIN: 20-3545989)												
n page	Check appropriate box for federal tax classification of the person whose nan following seven boxes. Individual/sole proprietor or		ck only o			ce	ertain	entitie	es, n	ot ind	armal Revenue ided me that I am hholding because st paid, ally, payments r Part II, later. It is or mutual ards, or gross other idea interest), are sident are siden		
Enter y backup resider entities TIN, lat Number 1. The 2. I am Servino lo 3. I am 4. The Certific you havacquisit other the Sign Here Gen Section format dentific saxpays (EIN), to saxpays (EIN	single-member LLC	raitheramp	110a	su e:	state	Ex	empt	pave	e co	de (if	anv)		
	✓ Limited liability company. Enter the tax classification (C=C corporation, S)	=S corporation. P=Partners	shin) ▶	Р	•								
Print or ic Instruc	Note: Check the appropriate box in the line above for the tax classificatio LLC if the LLC is classified as a single-member LLC that is disregarded fr another LLC that is not disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the tree.	on of the single-member own rom the owner unless the own ourposes. Otherwise, a single	ner. Do r wner of th e-membe	ne L	LC is	3318	empt ode (it		om F	-ATC/	4 rep	orting	5
ecif	☐ Other (see instructions) ►							accoun	ts ma	intained	l outsidi	the U.S	S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.		Requeste	er's	name	and	addre	ess (o	ption	nal)	5000000		
See	PO BOX 71628												
	6 City, state, and ZIP code												
	CHICAGO, IL 60694-1628												
	7 List account number(s) here (optional)	*											
THE RESIDENCE AND ADDRESS OF													
Enter	your TIN in the appropriate box. The TIN provided must match the nam p withholding. For individuals, this is generally your social security nun	ne given on line 1 to avoi	id _	Soc	cial se	curit	ty nu	mber	_	_	_		
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for I	Part I, later. For other	- 1				_		1	_			
entitie	s, it is your employer identification number (EIN). If you do not have a r	number, see How to get	a L				L	_	╛	L	\perp		
				or F	-1	. :	-A161 -	- 41		ele con		_	
Numb	If the account is in more than one name, see the instructions for line 1. er To Give the Requester for guidelines on whose number to enter.	. Also see what Name ar	na [CIII	pioye	ridei	nunc	ation	T	iber	T	\dashv	
				8	2	-	4 (9	9	4	6	9	
Pari	II Certification												_
THE RESERVE OF THE PERSON NAMED IN	penalties of perjury, I certify that:			-			-	_			_		
1. The 2. I am Sen	number shown on this form is my correct taxpayer identification number not subject to backup withholding because: (a) I am exempt from bacvice (IRS) that I am subject to backup withholding as a result of a failur onger subject to backup withholding; and	ckup withholding, or (b) I	have no	ot h	een	notifi	ed h	v the	Inte	ernal fied r	Reve ne th	enue iat I a	ım
3. I am	a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	is corre	ect.									
Certifi you ha acquis	cation instructions. You must cross out item 2 above if you have been not ve failed to report all interest and dividends on your tax return. For real est ition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, be	otified by the IRS that you tate transactions, item 2 dons to an individual retirer	are curr does not ment arra	rent app	ly sub ply. F lemer	or mo	ortga A), ai	ige in	tere	st pa	id, payme	ents	ıse
	Signature of U.S. person ►	Da	ate ► 7	2	/23	1/2	202	4					
	neral Instructions	 Form 1099-DIV (divided funds) 	dends, i	ncl	udinç	tho	se fr	om s	lock	s or	mutu	ıal	
	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (va proceeds)	arious ty	/pes	s of in	con	ne, p	rizes	, aw	ards	, or g	ross	
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
	ney were published, go to www.irs.gov/FormW9.	• Form 1099-S (proceed	120	n re	eal es	tate	trans	sactio	ons)				
Purp	oose of Form	 Form 1099-K (merch 	nant card	d a	nd th	rd pa	arty	netw	ork '	trans	actic	ns)	
nform	ividual or entity (Form W-9 requester) who is required to file an action return with the IRS must obtain your correct taxpayer	 Form 1098 (home me 1098-T (tuition) 			erest	, 109	98-E	(stud	lent	loan	inte	rest),	
SSN),	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cance			QF		1 33		. 89				
axpay	er identification number (ATIN), or employer identification number	• Form 1099-A (acquis											
amoun	o report on an information return the amount paid to you, or other it reportable on an information return. Examples of information	Use Form W-9 only alien), to provide your	correct	TIN	1.								
	Form 1099-INT (interest earned or paid) If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.								t				



To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

David Scheve

CFO



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- 2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- 3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Υ	N/A	Law Enforcement Supplies
2. T-PASS (State of Texas)	N	N/A	N/A
3. OMNIA Partners	Υ	N/A	Apparel, Uniforms & Accessories
4. Sourcewell (NJPA)	Υ	N/A	Body Armor
5. E&I Cooperative	N	N/A	N/A
6. Houston-Galveston Area Council (HGAC)	N	N/A	N/A
7. Choice Partners	N	N/A	N/A
8. The Interlocal Purchasing System (TIPS)	N	N/A	N/A
9. Other	N	N/A	N/A

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _	15%	Proposed Discount (%):	15%
Explanation: N/A			



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Volume Volume
1					
2					
3					
4					
5					
Do you ever modify your better discounts (lower p					pove chart to give

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Ouantity/



GALLS EXPERIENCE AND QUALIFICATIONS

Galls, LLC ("Galls") has been in business for more than 54 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,200 employees. Galls generates around \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributer of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.

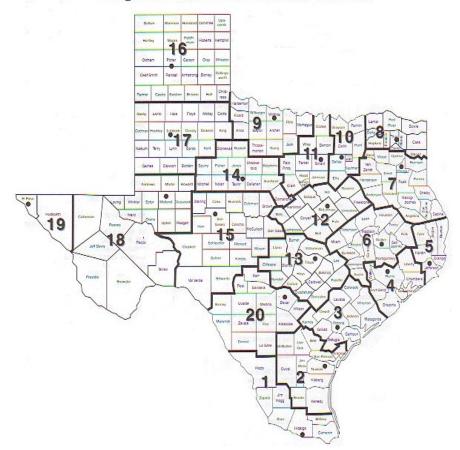


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you <u>must</u> indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona Arkansas

California (Public Contract Code 20118 & 20652)

Colorado Connecticut Delaware

District of Columbia

Florida Georgia Hawaii Idaho Illinois Indiana Iowa

Kansas Kentucky Louisiana Maine Maryland

Minnesota Mississippi

Massachusetts

Missouri Montana

Michigan

Nebraska Nevada

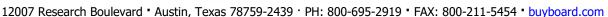
New Hampshire New Jersey New Mexico New York North Carolina

North Dakota Ohio

Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee

Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

Wyoming





NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

- 1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may but is not required to "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
- 2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
- 3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
- 4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
- 5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.
- 8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Galls, LLC		670-22
Name of Vendor		Proposal Invitation Number
DarlSha		David Scheve
Signature of Authorized Company Official		Printed Name of Authorized Company Official
	12/16/2021	
	Da	te



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
See Attached		

			GALLS, LLC - RE	TAIL & SERVICE (CENTER	R LIST	ΓING	
Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	Crystal Arnold	334.649.3028	arnold-crystal@galls.com	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	Allison McClellan	205.533.8729	mcclellan-allison@galls.com	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	Robin Bregy	870.819.3391	bregy-robin@galls.com	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	Cassandra Brandon	501.708.2059	brandon-cassandra@galls.com	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	Stephanie Niccum	479.231.1710	niccum-stephanie@galls.com	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	Jeff Contreras	213.261.7636	contreras-jeff@galls.com	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Nancy Leonardo	562.285.6638	leonardo-nancy@galls.com	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	Greg Rapp	510.900.3490	Rapp-Greg@galls.com	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	Susana Llamas	714.633.3880		1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Randall Ideishi	951.329.9012	ideishi-randall@galls.com	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	Theresa Leininger	916.273.3023	leininger-theresa@galls.com	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	Karen Godoy	213.462.1798	Godoy-Karen@galls.com	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	Dennis Castro	628.629.6950	castro-dennis@galls.com	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am – 5:00 pm SAT: 9:00-2:00pm
Retail Branch	Shana Gearhart	719.722.3045	gearhart-shana@galls.com	525 E. Fountain Blvd. #130	Colorado Springs	СО	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	Craig Spacht	720.259.2145	spacht-craig@galls.com	5120 Osage St. #200	Denver	СО	80221	M-F: 9:00am - 5:00pm
Retail Branch	Quenten Raines	202.908.4600	raines-quenten@muscatellos.com	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	Allen Kimmel	407.232.8071	kimmel-allen@galls.com	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	Misty Clark	850.402.1133		3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	Yolanda Arnold	470.867.3024	Arnold-Yolanda@galls.com	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	Sterling-Kimberly@galls.com	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	Mary Kriley	515-283-1985	Kriley-Mary@galls.com	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	John Taylor	913.871.5636		9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	Lynn Manley	859.787.0410	manley-lynn@galls.com	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	J'Nay Byers	612-377-0011	Byers-J'Nay@galls.com	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	Josh Hebzynski	763.515.8952	hebzynki-josh@galls.com	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	Joelle Karpen	320.227.4279	karpen-joelle@galls.com	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	Brenda Kennett	816.912.3196	kennett-brenda@galls.com	2720 Burlington Street	North Kansas City	МО	64116	M-F: 9:00am - 5:00pm
Retail Branch	Gina Jimenez	402.983.9825	jimenez-gina@galls.com	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	Jennifer Whitlock	609.643.5869	whitlock-jennifer@galls.com	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	John Rudinski	862.279.6954	rudinski-john@galls.com	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	Irma Perez	505.933.6095	perez-irma@galls.com	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	Dave Shoemaker	518.621.0760	shoemaker-david@galls.com	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	Angela Johansson	631.446.3454	johansson-angela@galls.com	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	Brian Chenault	704.631.9698	chenault-brian@galls.com	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	Peggy Lee	919.746.8502	Lee-Peggy@galls.com	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	Robin Thompson	910.338.1077	thompson-robin@galls.com	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	Richard Morgan	513.370.2348	morgan-richard@galls.com	1905 Dalton Ave	Cincinnati	ОН	45214	M-F: 8:30am - 4:30pm

	GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont							
Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Joe Gallo	614.816.2501	gallo-joe@galls.com	3889 Business Park Dr	Columbus	ОН	43204	M-F: 9:00am - 5:00pm
Retail Branch	Steven Matthews	859.787.0430	Matthews-Steven@galls.com	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	Cassandra Alvarez	512.351.4297	alvarez-cassandra@galls.com	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	Lynn Torres	469.208.7087	torres-lynn@galls.com	3200 COMMANDER DRIVE; SUITE 114	Carrolton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	Gwyn Klein	214.960.5127	Klein-Gwyn@galls.com	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	Courtnee Toliver	281.661.8951	toliver-courtnee@galls.com	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	Chelsea Engel	713.454.7466	engel-chelsea@galls.com	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	Marcus Buie	832.397.6245	buie-marcus@galls.com	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	Veronica Washington	210.523.0976		2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	Catherine Combs	757.793.2447	combs-catherine@galls.com	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	Richard Maxwell	804.298.2813	maxwell-richard@galls.com	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	Robert (Bert) Smith	206.527.5277		8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	Marie Downey Perkins	253.237.1630	downey-marie@galls.com	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	Samantha Ferguson	509.703.4587	ferguson-samantha@galls.com	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	Tom Pritzlaff	262-717-5011	Pritzlaff-thomas@galls.com	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	Timothy Chavez	954.376.8894	chavez-timothy@galls.com	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	Cesar Caceres	305.384.8001		400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	Nilda Franqui	321.663.9864	franqui-nilda@galls.com	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	Shamika Napier	312.533.2592	napier-shamika@galls.com	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Yesenia Sanchez	312.267.1477	sanchez-yesenia@galls.com	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Jana Laverty	316.633.4200	<u>Laverty-Jana@galls.com</u>	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	Sarah Hankins	763.515-8377	hankins-sarah@galls.com	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	Olga Barsky	609.281.5596	barsky-olga@galls.com	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	Tanesha Nelson	704.631.9699	nelson-taneesha@galls.com	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	Kristy Smith	216.553.4383	smith-kristy@galls.com	10666 Lorain Ave	Cleveland	ОН	44111	M-F: 9:00am - 5:00pm
Service Center	Rachel Rodriguez	210.523.0976		2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

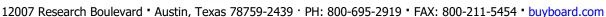
Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name		Designated	Dealer Contact Person	
Designated Dealer Address				
City	State		Zip	
Phone Number		Fax Number		
Email address		Designated Dealer	Гах ID Number* (*atta	ch W-9)





PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.

1.	List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
	54 years
2.	Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.
_	
3.	Marketing Strategy: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.
	See attached
_	



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4.	Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.
5.	Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
6.	List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work or termination.
7.	List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.



REQUIRED FORMS CHECKLIST (Please check (\checkmark) the following)

Ш	Reviewed/Completed: Pr	roposer's Acceptance and Agreement
PROPO	OSAL FORMS PART 1: COMPL	JANCE FORMS
	Reviewed/Completed: Pr	roposal Acknowledgements
П	•	elony Conviction Disclosure
П	•	esident/Nonresident Certification
	•	ebarment Certification
	Reviewed/Completed: Ve	endor Employment Certification
	Reviewed/Completed: No	Boycott Verification
	Reviewed/Completed: No	o Excluded Nation or Foreign Terrorist Organization Certification
	Reviewed/Completed: Hi	istorically Underutilized Business Certification
	Reviewed/Completed: Ac	cknowledgement of BuyBoard Technical Requirements
	Reviewed/Completed: Co	onstruction-Related Goods and Services Affirmation
	Reviewed/Completed: De	eviation and Compliance
	Reviewed/Completed: Ve	endor Consent for Name Brand Use
	Reviewed/Completed: Co	onfidential/Proprietary Information
	Reviewed/Completed: ED	DGAR Vendor Certification
	Reviewed/Completed: Co	ompliance Forms Signature Page
PROPO	OSAL FORMS PART 2: VENDO	OR INFORMATION FORMS
	Reviewed/Completed: Ve	endor Business Name
	Reviewed/Completed: Ve	endor Contact Information (complete in electronic proposal submission system)
	Reviewed/Completed: Fe	ederal and State/Purchasing Cooperative Experience
	Reviewed/Completed: Go	overnmental References
	Reviewed/Completed: Co	ompany Profile
	Reviewed/Completed: Te	exas Regional Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed: St	tate Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed: Na	ational Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only)
	Reviewed/Completed: Lo	ocal/Authorized Seller Listings
	Reviewed/Completed: Ma	anufacturer Dealer Designation
	Reviewed/Completed: Pr	roposal Invitation Questionnaire
	Reviewed/Completed: Ve	endor Request to Self-Report BuyBoard Purchases (Optional)
		roposal Specifications, Evaluation Items and Discount (%) off Catalog/Pricelist and/or in including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or red.



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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS

- 1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
- 2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories.
- 3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
- 4. Discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories.
- 5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
- 6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories.
- 7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
- 8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS

- 9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.
- 10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
- 11. Discount (%) off catalog/pricelist for Purchase of **Food Service Uniforms, Related Supplies and Accessories**.
- 12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**.
- 13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories**.
- 14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories**.
- 15. Discount (%) off catalog/pricelist for Purchase of **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
- 16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
- 17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above**.

Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS

- 18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories**.
- 19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories**.
- 20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms**, **Related Supplies and Accessories**.
- 21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms**, **Related Supplies and Accessories**.
- 22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories**.



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- 23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
- 24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
- 25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
- 26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
- 27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**.
- 28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform**, **Related Products**, **Supplies and Accessories** not listed above.

Section IV: Proposal No. 670-22 - Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS

- 1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.
- 2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
- 3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
- 29. **Uniform Clothing Rental: Executive Shirt;** long sleeve; 100% cotton; BuyBoard weekly rental unit price.
- 30. Uniform Clothing Rental: Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.
- 31. **Uniform Clothing Rental:** <u>Industrial Work Shirt;</u> stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.
- 32. Uniform Clothing Rental: Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.
- 33. Uniform Clothing Rental: Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.
- 34. Uniform Clothing Rental: Executive Slacks; Cotton; BuyBoard weekly rental unit price.
- 35. Uniform Clothing Rental: Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.

ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)

- 36. 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.
- 37. **Dry Mop;** Treated; 36 inches, per item; BuyBoard weekly rental unit price.
- 38. **Name Tags**; per item; BuyBoard weekly rental unit price.
- 39. Prep Charges; per item; BuyBoard weekly rental unit price.
- 40. **Emblem**; per item (print or embroidery); BuyBoard weekly rental unit price.
- 41. Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.
- 42. Environmental Fee
- 43. Energy Surcharge
- 44. Initial Set Up Charges
- 45. Swing Suit Charges
- 46. Minimum Stop Size Fee
- 47. Image Guard Fee
- 48. **Deposit Charge**



RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee. If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns. We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds. Refunds are deposited back to your original payment method.

Shipping Refunds. Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items. Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items. Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items. All clearance items are sold "as is" and cannot be returned.

HAZMAT or **ORM-D** Items. Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

Gift Certificates. Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

WARRANTY

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Manufacturer Warranties - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.



MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eQuip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

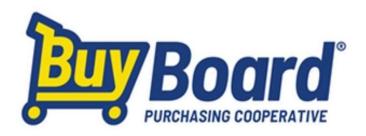
1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eQuip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eQuip site to drive customer engagement.

2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshows we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.



670-22 gallsllc Supplier Response

Event Information

Number: 670-22

Title: Uniforms and Accessories Type: Request for Proposal

Issue Date: 10/14/2021

Deadline: 12/16/2021 04:00 PM (CT)

Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 670-22 Uniforms and Accessories

Proposal Due Date and Time: December 16, 2021, at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

- 1. View and download the forms.
- DO NOT log in to view and download the documents.
- Visit <u>vendor.buyboard.com</u> and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.
- 2. To submit completed proposal.
 - Visit <u>vendor.buyboard.com</u> and click "Register/Login/Submit

Proposal" button shown below to submit your proposal online.

• For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit <u>vendor.buyboard.com</u> and click "Register/Login/Submit Proposal."
Click <u>Register now</u> as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

gallsllc Information

Address: 1340 Russell Cave Road

Lexington, KY 40505

Phone: (800) 876-4242 x2330

By submitting your response, you certify that you are authorized to represent and bind your company.

David Scheve smeltzer-amelia@galls.com

Signature Email

Submitted at 12/16/2021 3:18:12 PM

Requested Attachments

BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories

Proposal-No-670-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Galls 2021 Catalog.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor **Rate Proposed**

Exceptions BB.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Galls Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 Chicago Lockbox_2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Exemption Letter

No response

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Bid Attributes

Federal Identification Number

Federal Identification Number

20-3545989

2	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	No Israel Boycott Certification A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes
4	No Excluded Nation or Foreign Terrorist Organization Certification Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes
5	MWBE/HUB Status Certification A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. I certify that my company has been certified as a MWBE/HUB in the following categories: (Please check all that apply)
6	Minority Owned Business Minority Owned Business Minority Owned Business (Yes)
7	Women Owned Business Women Owned Business Women Owned Business (Yes)

8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) \$\sumset \text{ Service-Disabled Veteran Owned Business (Yes)}\$
9	Certification Number Certification Number No response
1 0	Name of Certifying Agency Certifying Agency No response
1	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ✓ Non-HUB (Yes)
1 2	Vendor General Contact Information Proposal/Contract General Contact Information
1 3	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Amelia Smeltzer
1 4	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address smeltzer-amelia@galls.com
1 5	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 1340 Russell Cave Rd.
16	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Lexington
7	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) KY
1 8	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 40505
1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 859-800-1400

2	Vendor Proposal/Contact Extension Number
U	Vendor Proposal/Contact Extension Number
	No response
2	Company Website
1	Company Website (www.XXXXX.com)
	www.galls.com
2	Dunchase Onders Contact Information
2 2	Purchase Orders Contact Information All Durchase Orders from Connective members will be available through the Internet. Vanders need Internet
	All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a
	new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their
	orders.
	Please select options below for receipt of Purchase Orders and provide the requested information:
	 I will use the internet to receive Purchase Orders at the following address
	Yes
2	Demokrata Onder Erweit Address
2	Purchase Order E-mail Address Purchase Order E-mail Address
	hudson-kenneth@galls.com
	Industri-Kerinetri & galis.com
2 4	Purchase Order Contact Name
_	Purchase Order Contact Name
	Kenneth Hudson
2 5	Purchase Order Contact Phone Number
5	Purchase Order Contact Phone Number (xxx-xxx-xxxx)
	859-800-1195
2	Purchase Order Contact Extension Number
6	Purchase Order Contact Extension Number
	No response
2	Alternate Purchase Order E-mail Address
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address
	Love-emily#galls.com
28	Alternate Purchase Order Contact Name
	Alternate Purchase Order Contact Name
	Emily Love
2	Alternate Purchase Order Contact Phone Number
9	Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)
	859-800-1342

Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response **Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes Request for Quotes ("RFQâ€) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs: Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address hudson-kenneth@galls.com Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name hudon-kenneth@galls.com Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 859-800-1195 Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address love-emily@galls.com Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name **Emily Love** Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 859-800-1342

4 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

4 Invoices

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.

4 Invoices

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

4 Invoice Company Name

Invoice Company Name

Galls, LLC

Invoice Company Department Name

Invoice Company Department Name

Accounting

4 Invoice Contact Name

Invoice Contact Name

Pam Jarvis

4 Invoice Mailing Address

Invoice Mailing Address (P.O. Box or Street Address)

1340 Russell Cave Rd.

4 Invoice Mailing Address - City

Invoice Mailing Address - City

Lexington

4 Invoice Mailing Address - State

Invoice Mailing Address - State (Abbreviate State Name)

KY

4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 40505
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 859-514-9597
5	Invoice Contact Extension Number Invoice Contact Extension Number No response
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
5 3	Invoice Contact E-mail Address Invoice Contact E-mail jarvis-pam@galls.com
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address Amelia Smeltzer
5 5	Billing Agent Company Name Billing Agent Company Name Galls, LLC
5 6	Billing Agent Department Name Billing Agent Department Name Legal
5 7	Billing Agent Contact Name Billing Agent Contact Name Amelia Smeltzer
5 8	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) 1340 Russell Cave Rd.
5 9	Billing Agent Mailing Address - City Billing Agent Mailing Address - City Lexington
6 0	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) KY

6	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code 40505
6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) 859-800-1400
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number 859-268-5971
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address smeltzer-amelia@galls.com
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
68	Payment Terms Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251). Net 30
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
7 0	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. See attached
7	Electronic Payments Are electronic payments acceptable to your company? Yes

7 2	Credit Card Payments Are credit card payments acceptable to your company? Yes
7	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation
	The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <u>must</u> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7	Company Name Company Name
	Galls, LLC
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
7	Region 1 Region 1 - Edinburg ☑ Region 1 (1)
7	Region 2 Region 2 - Corpus Christi ☑ Region 2 (2)
78	Region 3 Region 3 - Victoria ☑ Region 3 (3)
7	Region 4 Region 4 - Houston ☑ Region 4 (4)
80	Region 5 Region 5 - Beaumont ☑ Region 5 (5)
8	Region 6 Region 6 - Huntsville ☑ Region 6 (6)

82	Region 7 Region 7 - Kilgore ☑ Region 7 (7)
83	Region 8 Region 8 - Mount Pleasant ☑ Region 8 (8)
84	Region 9 Region 9 - Wichita Falls ☑ Region 9 (9)
85	Region 10 Region 10 - Richardson ☑ Region 10 (10)
86	Region 11 Region 11 - Fort Worth ☑ Region 11 (11)
87	Region 12 Region 12 - Waco ☑ Region 12 (12)
88	Region 13 Region 13 - Austin ☑ Region 13 (13)
88	Region 13 - Austin
	Region 13 - Austin Region 13 (13) Region 14 Region 14 - Abilene
8 9	Region 13 - Austin Region 13 (13) Region 14 Region 14 - Abilene Region 14 (14) Region 15 Region 15 - San Angelo
89	Region 13 - Austin Region 13 (13) Region 14 Region 14 - Abilene Region 15 Region 15 Region 15 - San Angelo Region 15 (15) Region 16 Region 16 - Amarillo
90	Region 13 - Austin Region 14 Region 14 - Abilene Region 14 (14) Region 15 Region 15 - San Angelo Region 15 (15) Region 16 Region 16 - Amarillo Region 16 (16) Region 17 - Lubbock

94	Region 19 Region 19 - El Paso ☑ Region 19 (19)
9 5	Region 20 Region 20 - San Antonio ☑ Region 20 (20)
96	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form. If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.
9	Company Name Company Name Galls, LLC
	Company Name
9	Company Name Galls, LLC State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.
9 8	Company Name Galls, LLC State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. All States Alabama Alabama
9 9	Company Name Galls, LLC State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. All States Alabama Alabama Alabama (AL) Alaska Alaska

1	California
0	California (Public Contract Code 20118 & 20652)
	☑ California (CA)
1	Coloredo
1 0 4	Colorado
4	Colorado
	☑ Colorado (CO)
1	Connecticut
1 0 5	Connecticut
	☑ Connecticut (CT)
1	Delaware
0	Delaware
O	☑ Delaware (DE)
4	
1 0 7	District of Columbia
7	District of Columbia
	☑ District of Columbia (DC)
1	Florida
0	Florida
	☑ Florida (FL)
1	Georgia
1 0 9	Georgia
9	☑ Georgia (GA)
1	Havreii .
1	Hawaii
0	Hawaii ☑ Hawaii (HI)
	Li nawaii (ni)
1	Idaho
1 1 1	Idaho
	☑ Idaho (ID)
1	Illinois
1 1 2	Illinois
_	☑ Illinois (IL)
1	Indiana
1 1 3	Indiana
3	✓ Indiana (IN)
	E III MARINA (III)
1 1 4	Iowa
4	lowa
	☑ Iowa (IA)

1 1 5	Kansas
5	Kansas ☑ Kansas (KS)
1 1 6	Kentucky
6	Kentucky ☑ Kentucky (KY)
1	Louisiana
1 1 7	Louisiana
_	☑ Louisiana (LA)
1 1 8	Maine Maine
0	☑ Maine (ME)
1 1 9	Maryland
9	Maryland ☑ Maryland (ME)
1 2 0	Massachusetts
Ō	Massachusetts ☑ Massachusetts (MA)
1	Michigan
1 2 1	Michigan
1	✓ Michigan (MI) Minnesota
1 2 2	Minnesota
	☑ Minnesota (MN)
1 2 3	Mississippi Mississippi
3	✓ Mississippi (MS)
1 2 4	Missouri
4	Missouri ☑ Missouri (MO)
1	Montana
1 2 5	Montana ☑ Montana (MT)
1	Nebraska
1 2 6	Nebraska
	☑ Nebraska (NE)

1 2 7	Nevada Nevada ✓ Nevada (NV)
1 2 8	New Hampshire New Hampshire ✓ New Hampshire (NH)
1 2 9	New Jersey New Jersey ☑ New Jersey (NJ)
1 3 0	New Mexico New Mexico ✓ New Mexico (NM)
1 3 1	New York New York ✓ New York (NY)
1 3 2	North Carolina North Carolina ☑ North Carolina (NC)
133	North Dakota North Dakota ☑ North Dakota (ND)
1 3 4	Ohio Ohio ✓ Ohio (OH)
1 3 5	Oklahoma Oklahoma ✓ Oklahoma (OK)
1 3 6	Oregon Oregon ☑ Oregon (OR)
1 3 7	Pennsylvania Pennsylvania ✓ Pennsylvania (PA)
1 3 8	Rhode Island Rhode Island ☑ Rhode Island (RI)

1 3 9	South Carolina South Carolina ✓ South Carolina (SC)
1 4 0	South Dakota South Dakota ✓ South Dakota (SD)
1 4 1	Tennessee Tennessee ✓ Tennessee (TN)
1 4 2	Texas Texas ✓ Texas (TX)
1 4 3	Utah Utah Utah Utah (UT)
1 4 4	Vermont Vermont ✓ Vermont (VT)
1 4 5	Virginia Virginia ✓ Virginia (VA)
1 4 6	Washington Washington ✓ Washington (WA)
1 4 7	West Virginia West Virginia ✓ West Virginia (WV)
1 4 8	Wisconsin Wisconsin ✓ Wisconsin (WI)
1 4 9	Wyoming Wyoming (WY)

Bid Lines

1 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 <u>Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms**, **Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

 $\underline{\text{NOTE}} : \textbf{Do not include SKU}, \ \textbf{Reference Numbers}, \ \textbf{Websites}, \ \textbf{and/or "See Attached/Enclosed"}.$

Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 <u>Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories.

Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 <u>Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

 $\underline{\text{NOTE}} : \textbf{Do not include SKU}, \ \textbf{Reference Numbers}, \ \textbf{Websites}, \ \textbf{and/or "See Attached/Enclosed"}.$

7 Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 <u>Section I:UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9	Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist
	for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and
	Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.
	Total: 15%
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
	the information as follows or proposal may not be considered:
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist
	proposed
	 Vendor's must list one specific percentage discount for each manufacturer and/or
	catalog/pricelist listed
	Item Attributes
	1. State Name of Catalog/Pricelist Proposed with Discount Percentage
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".
	Galls 2021 Catalog
1	Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist
1	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and
1	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.
10	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15%
1	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15%
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or
1 0	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed Item Attributes 1. State Name of Catalog/Pricelist Proposed with Discount Percentage
100	for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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1	<u>Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Food Service Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or
	proposal will not be considered.
	Total: 15%
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
	the information as follows or proposal may not be considered:
	· · · · · · · · · · · · · · · · · · ·
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist
	proposed
	Vendor's must list one specific percentage discount for each manufacturer and/or
	catalog/pricelist listed
	Item Attributes
	State Name of Catalog/Pricelist Proposed with Discount Percentage
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".
	Galls 2021 Catalog
1	<u>Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for <u>Purchase of Medical and Nursing Uniforms</u> , <u>Related Supplies and Accessories</u> . Catalog/Pricelist
1	
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15%
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed
1 2	for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered. Total: Total: 15% Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed Item Attributes 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

1	<u>Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.		
	Total: 15%		
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:		
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed 		
	 Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed 		
	Item Attributes		
	State Name of Catalog/Pricelist Proposed with Discount Percentage		
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".		
	Galls 2021 Catalog		
1	Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.		
	Total: 15%		
	Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:		
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed 		
	 Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed 		
	Item Attributes		
	1. State Name of Catalog/Pricelist Proposed with Discount Percentage		
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".		
	Galls 2021 Catalog		
	Canal Local Canal		

Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

1 Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist for Purchase of Industrial Towels. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1	Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS - Discount (%) off catalog/pricelist
7	<u>Section II:UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS</u> - Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed
	above. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	15%
Total:	15%

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galls 2021 Catalog

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS
- Discount (%) off catalog/pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms,
Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

- Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms**, **Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for Rental of Food Service Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

- Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms**, **Related Supplies and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

- Discount (%) off catalog/pricelist for Rental of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Industrial Towels**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

- Discount (%) off catalog/pricelist for Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS

- Discount (%) off catalog/pricelist for **of All Other Industrial Uniform**, **Related Products**, **Supplies and Accessories** not listed above. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

2	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 1 -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton;
	BuyBoard weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	<u>Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 2 - Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.</u>
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 3 -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard
	weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response 3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	<u>Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 4 - Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.</u>
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.
	Unit Price: No response Total: No response
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes) ☐ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 - Executive Slacks; Cotton; BuyBoard weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response 4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

3	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response 5. No. of PENTAL Unite Billed (44 Sete Breazem)
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes) ☐ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response
	140 response

UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.		
No Bid		
Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT . Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.		
 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure. 		
[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.		
3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.		
Item Attributes		
1. UNIFORM RENTAL (Catalog Name as stated in proposal)		
No response		
2. Catalog Page No. of RENTAL Clothing Item		
No response		
3. Catalog Price of RENTAL Clothing Item		
No response		
4. UNIFORM RENTAL (Discount % Stated in Proposal)		
No response		
5. No. of RENTAL Units Billed (11 Sets Program)		
☐ Yes (Yes)		
□ No (No)		
6. If checked "No" above, enter number of sets in proposed weekly rental program		
No response		
7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)		
No response		

3	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.
-	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	No (No)6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL		
<u>UNIFORMS -</u> Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.		
No Bio		
Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.		
 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure. 		
[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.		
3.Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid.". The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.		
Item Attributes		
1. UNIFORM RENTAL (Catalog Name as stated in proposal)		
No response		
2. Catalog Page No. of RENTAL Clothing Item		
No response		
3. Catalog Price of RENTAL Clothing Item		
No response		
4. UNIFORM RENTAL (Discount % Stated in Proposal)		
No response		
5. No. of RENTAL Units Billed (11 Sets Program)		
☐ Yes (Yes)		
□ No (No)		
6. If checked "No" above, enter number of sets in proposed weekly rental program		
No response		
7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)		

	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL
,	<u>UNIFORMS -</u> Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3.Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid.". The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program

7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)

No response

4	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

1	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 13 - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT . Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

4	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 14 - Environmental Fee.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

4	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

4	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

4 5	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.
•	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

4	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT . Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

47	Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.
	No Bid
	Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded . THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.
	Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.
	Item Attributes
	1. UNIFORM RENTAL (Catalog Name as stated in proposal)
	No response
	2. Catalog Page No. of RENTAL Clothing Item
	No response
	3. Catalog Price of RENTAL Clothing Item
	No response
	4. UNIFORM RENTAL (Discount % Stated in Proposal)
	No response
	5. No. of RENTAL Units Billed (11 Sets Program)
	☐ Yes (Yes)
	□ No (No)
	6. If checked "No" above, enter number of sets in proposed weekly rental program
	No response
	7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)
	No response

	ION IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL FORMS - Evaluation Item No. 20 - Deposit Charge.					
<u> </u>	No Bio	d				
Ite	Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.					
 Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the follopricing structure. 						
	[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.					
	3. Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written explanation to request exemption from this requirement and select "No Bid." . The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based or all information provided with the Proposal.	е				
Ite	Attributes					
1.	NIFORM RENTAL (Catalog Name as stated in proposal)					
	lo response	٦				
2.	atalog Page No. of RENTAL Clothing Item	_				
	do response	٦				
3.	atalog Price of RENTAL Clothing Item	_				
٠.						
1	No response NIFORM RENTAL (Discount % Stated in Proposal)					
→.	·					
_	No response					
	o. of RENTAL Units Billed (11 Sets Program)					
	Yes (Yes)					
	No (No)					
Ο.	checked "No" above, enter number of sets in proposed weekly rental program	_				
	lo response					
7.	EEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)					
	No response					
	Because Totals CO.					

4 8

Response Total: \$0.00



CATALOG EXCEPTIONS & CLARIFICATIONS

The offered 15% discount cannot be utilized on sale or clearance products or combined with any promotional codes.

In the submitted catalog we identified each Buyboard Specification Item Number Category that we bid on for each line. Many of our offered products can be purchased across these different categories. If awarded the contract, Galls can work with Buyboard to narrow down the item number category per line but we included more descriptive category terms to help customers review the catalog items.

DESCRIPTION	MANUFACTURER	MANUFACTURER ITEM NUMBER	GALLS ITEM NUMBER	LIST PRICE	BUYBOARD PRICE	YOUR PRICE
Mobile Fire Rescue Shoulder			EN5383			\$1.50
Mobile Fire Rescue EMT Shoulder			EG1365			\$2.00
Mobile Fire Rescue Fire Medic Shoulder			EG1370			\$2.00
Mobile Hazardous Materials Shoulder			EG1368			\$2.00
Mobile Bureau Fire Prevention Shoulder			EG1369			\$2.00
Alabama USAR- Shoulder			EG1366			\$2.00
MOBILE FIRE RESCUE AL HONOR GUARD			EG5594			\$2.50
HASHMARK EMBROIDERED LARGE MALTESE CROSS			UE098			\$1.61
FOR COAT TWILL			02098			\$1.01
EMBROIDERED LARGE TWILL MALTESE CROSS			UE099			\$1.61
LAWPRO FLAG W/GOLD BORDER			UN258			\$1.50
HEMMING			HEM01			\$1.00
RANK STRIPE 1 ROW			LA151 WP			\$12.00
RANK STRIPE 2 ROWS			LA152 WP			\$12.00
RANK STRIPE 3 ROWS			LA153 WP			\$12.00
1/2" NYLON VELLUM BRAID			UN938			\$12.00
MOBILE ALABAMA FIRE RESCUE MXC LOGO			EY07363			\$10.75
MFRD TEXT HAT			EY10234			\$7.75
MOBILE FIRE RESCUE TEXT HAT			EY10235			\$9.75
MFRD TEXT HAT			EY10236			\$6.00
1 LINE RIGHT CHEST EMBROIDERY			PEC01			\$3.50
2 LINE RIGHT CHEST EMBROIDERY			PEC02			\$5.00
ELBECO QUILTED BOMBER JACKET	Elbeco Incorporated	SH4000	JA3238	\$103.40		\$87.00
SPIEWAK PERFORMANCE SOFT SHELL w/CHEST	I Spiewak	S318ZX	JX873	\$162.99		\$124.00
SLEEVE & RFID PCKTS				T		7
DB DRESS COAT STANDARD STANDARD 3ROW/6BTN	FECHHEIMER BROTHERS UNIFORM CO	34892	JA670	\$462.30		\$275.00
W/INCLUDED BADGE TAB -GFD				·		·
F141A BADGE	SMITH & WARREN CO	F141A GP	BC770 GP	\$92.00	\$78.20	\$67.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010861	GL098 LG	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010860	GL098 MD	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010858	GL098 SM	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010862	GL098 XL	\$11.00	\$9.35	\$6.00
WHITE COTTON PARADE GLOVES W/PVC DOTS	Finger Fashions-GFP	130LG	GL922 LG	\$6.99	\$5.94	\$5.75
WHITE						
WHITE COTTON PARADE GLOVES W/PVC DOTS	Finger Fashions-GFP	130MD	GL922 MD	\$6.99	\$5.94	\$5.75
WHITE WHITE COTTON PARADE GLOVES W/PVC DOTS			+			
WHITE COTTON PARADE GLOVES W/PVC DOTS WHITE	Finger Fashions-GFP	130XL	GL922 XL	\$6.99	\$5.94	\$5.75
S46 DISC BADGE	SMITH & WARREN CO	S46 GP	BX643 GP	\$95.00		\$84.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 14.0/14.5	SH070 WHT 145	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 14.5	SH070 WHT 145 SH070 WHT 145L	\$144.99	\$123.24	\$48.00 \$99.00
MENS COMMAND ZIP FRONT 3/3 SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 15.0	SH070 WHT 15	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT 3/3 3HIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 15.5	SH070 WHT 155	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 15.0	SH070 WHT 155	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 16.0	SH070 WHT 15L	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 16.5	SH070 WHT 165	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 10.5	SH070 WHT 103	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 17.0	SH070 WHT 175	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 17.5	SH070 WHT 18	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 18.5	SH070 WHT 185	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 18.5	SH070 WHT 185L	\$144.99	\$123.24	\$48.00
IVILIA COMMINIMIA LIF FRONT 3/3 SHIRT	I ECHILLIMICA DIVOTATAS UNIFORMI CO	VI VO2I/100015 00 10:2	311070 WHI 103L	ジェナナ・ フフ	ب123.24	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

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MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 19.0/19.5	SH070 WHT 19	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 19.0	SH070 WHT 19L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 20.0/20.5	SH070 WHT 20	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 20.0	SH070 WHT 20L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 21.0/21.5	SH070 WHT 21	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 21.0	SH070 WHT 21L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 22.0/22.5	SH070 WHT 22	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78ZT 00 22.0/22.5	SH070 WHT 22L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7845Z 00 23.0	SH070 WHT 23L	\$144.99	\$123.24	\$99.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 14.0/14.5 32/33	SH071 WHT 145 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 14.0/14.5 34/35	SH071 WHT 145 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 32/33	SH071 WHT 15 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 34/35	SH071 WHT 15 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 36/37	SH071 WHT 15 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 32/33	SH071 WHT 155 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 34/35	SH071 WHT 155 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 36/37	SH071 WHT 155 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 32/33	SH071 WHT 16 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 34/35	SH071 WHT 16 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 36/37	SH071 WHT 16 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 32/33	SH071 WHT 165 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 34/35	SH071 WHT 165 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 36/37	SH071 WHT 165 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 32/33	SH071 WHT 17 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 34/35	SH071 WHT 17 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 36/37	SH071 WHT 17 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 38/39	SH071 WHT 17 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 32/33	SH071 WHT 175 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 34/35	SH071 WHT 175 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 36/37	SH071 WHT 175 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 38/39	SH071 WHT 175 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 X33W7800TZ 00 18.5 36/37	SH071 WHT 175L 36	\$149.99	\$127.49	\$119.00

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MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 32/33	SH071 WHT 18 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 34/35	SH071 WHT 18 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 36/37	SH071 WHT 18 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 38/39	SH071 WHT 18 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 32/33	SH071 WHT 185 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 34/35	SH071 WHT 185 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 36/37	SH071 WHT 185 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 38/39	SH071 WHT 185 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X33W7800Z 18L 36	SH071 WHT 18L 36	\$158.99	\$135.14	\$119.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 32/33	SH071 WHT 19 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 34/35	SH071 WHT 19 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 36/37	SH071 WHT 19 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 38/39	SH071 WHT 19 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 32/33	SH071 WHT 20 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 34/35	SH071 WHT 20 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 36/37	SH071 WHT 20 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 38/39	SH071 WHT 20 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 34/35	SH071 WHT 21 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 36/37	SH071 WHT 21 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 38/39	SH071 WHT 21 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 22.0/22.5 34/35	SH071 WHT 22 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 22.0/22.5 36/37	SH071 WHT 22 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 33W78Z 00 24.0 34/34	SH071 WHT 24 35	\$156.99	\$133.44	\$119.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 33W78Z 00 24.0 42	SH071 WHT 24 42	\$156.99	\$133.44	\$119.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 30	SH119 WHT 30	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 32	SH119 WHT 32	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 34	SH119 WHT 34	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 36	SH119 WHT 36	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 38	SH119 WHT 38	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 40	SH119 WHT 40	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 42	SH119 WHT 42	\$61.99	\$52.69	\$45.00

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LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 44	SH119 WHT 44	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 46	SH119 WHT 46	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 48	SH119 WHT 48	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 50	SH119 WHT 50	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 52	SH119 WHT 52	\$61.99	\$52.69	\$45.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78 00 30 REG	SH121 WHT 30	\$68.99	\$58.64	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 30 LONG	SH121 WHT 30L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78 00 32 REG	SH121 WHT 32	\$68.99	\$58.64	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 32 LONG	SH121 WHT 32L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 34 REG	SH121 WHT 34	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 34 LONG	SH121 WHT 34L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 36 REG	SH121 WHT 36	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 36 LONG	SH121 WHT 36L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 38 REG	SH121 WHT 38	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 38 LONG	SH121 WHT 38L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 40 REG	SH121 WHT 40	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 40 LONG	SH121 WHT 40L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 42 REG	SH121 WHT 42	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 42 LONG	SH121 WHT 42L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 44 REG	SH121 WHT 44	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 44 LONG	SH121 WHT 44L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 46 REG	SH121 WHT 46	\$74.60	\$63.41	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 46 LONG	SH121 WHT 46L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	X1 126R7800Z 00 48 REG	SH121 WHT 48	\$68.99	\$58.64	\$48.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 48 LONG	SH121 WHT 48L	\$74.60	\$63.41	\$51.00
L/S FEMALE COMMAND SHIRT W/ZIPPER	FECHHEIMER BROTHERS UNIFORM CO	F1 126R78Z 00 50 LONG	SH121 WHT 50L	\$74.60	\$63.41	\$51.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 2XL	SH4115 NAV 2X REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 3XL	SH4115 NAV 3X REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 4XL	SH4115 NAV 4X REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 5XL	SH4115 NAV 5X REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 6XL	SH4115 NAV 6X REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 LARGE	SH4115 NAV LG REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 MEDIUM	SH4115 NAV MD REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 SMALL	SH4115 NAV SM REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 XLARGE	SH4115 NAV XL REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000 86 XSMALL	SH4115 NAV XS REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 30	SH4118 NAV 30 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 32	SH4118 NAV 32 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 34	SH4118 NAV 34 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 36	SH4118 NAV 36 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 38	SH4118 NAV 38 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 40	SH4118 NAV 40 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 42	SH4118 NAV 42 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 44	SH4118 NAV 44 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 46	SH4118 NAV 46 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 48	SH4118 NAV 48 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 50	SH4118 NAV 50 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A FEMALE SS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7000W 86 52	SH4118 NAV 52 REG	\$83.00	\$70.55	\$55.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 2XL 32/33	SH4119 NAV 2X 33	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 2XL 34/35	SH4119 NAV 2X 35	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 2XL 36/37	SH4119 NAV 2X 37	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 2XL 38/39	SH4119 NAV 2X 39	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 3XL 32/33	SH4119 NAV 3X 33	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 3XL 34/35	SH4119 NAV 3X 35	\$83.00	\$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020 86 3XL 36/37	SH4119 NAV 3X 37	\$83.00	\$70.55	\$58.00
TA STAT CEASS A WALL IS STIRL	. ECHILLIMEN DIGITIENS GIVIFONIVI CO	11177020 00 3AL 30/37	SHITLD NAV 3A 3/	Ç03.00	ψ,0.33	933.00

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FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 3XL 38/39 SH4119 NAV 3X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 32/33 SH4119 NAV 4X 33 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 34/35 SH4119 NAV 4X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 38/39 SH4119 NAV 4X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 38/39 SH4119 NAV 4X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 32/33 SH4119 NAV 5X 33 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 34/35 SH4119 NAV 5X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 34/35 SH4119 NAV 5X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 38/39 SH4119 NAV 5X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 38/39 SH4119 NAV 5X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 38/39 SH4119 NAV 5X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119	\$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 34/35 SH4119 NAV 4X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 38/39 SH4119 NAV 4X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 4XL 38/39 SH4119 NAV 4X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 32/33 SH4119 NAV 5X 33 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 34/35 SH4119 NAV 5X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 38/39 SH4119 NAV 5X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 38/39 SH4119 NAV 5X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 5XL 38/39 SH4119 NAV 5X 39 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 30/31 SH4119 NAV 6X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 33 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 37 \$83.00 \$70.55	\$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00 \$58.00
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FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 30/31 SH4119 NAV 6X 31 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 32/33 SH4119 NAV 6X 33 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 34/35 SH4119 NAV 6X 35 \$83.00 \$70.55 FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 36/37 SH4119 NAV 6X 37 \$83.00 \$70.55	\$58.00 \$58.00
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FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 36/37 SH4119 NAV 6X 37 \$83.00 \$70.55	\$58.00
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FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 6XL 38/39 SH4119 NAV 6X 39 \$83.00 \$70.55	\$58.00
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FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 LARGE 30/31 SH4119 NAV LG 31 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 LARGE 32/33 SH4119 NAV LG 33 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 LARGE 34/35 SH4119 NAV LG 35 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 LARGE 36/37 SH4119 NAV LG 37 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 LARGE 38/39 SH4119 NAV LG 39 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 MEDIUM 30/31 SH4119 NAV MD 31 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 MEDIUM 32/33 SH4119 NAV MD 33 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 MEDIUM 34/35 SH4119 NAV MD 35 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 MEDIUM 36/37 SH4119 NAV MD 37 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 MEDIUM 38/39 SH4119 NAV MD 39 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 SMALL 30/31 SH4119 NAV SM 31 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 SMALL 32/33 SH4119 NAV SM 33 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 SMALL 34/35 SH4119 NAV SM 35 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 SMALL 36/37 SH4119 NAV SM 37 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XLARGE 30/31 SH4119 NAV XL 31 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XLARGE 32/33 SH4119 NAV XL 33 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XLARGE 34/35 SH4119 NAV XL 35 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XLARGE 36/37 SH4119 NAV XL 37 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XLARGE 38/39 SH4119 NAV XL 39 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XSMALL 30/31 SH4119 NAV XS 31 \$83.00 \$70.55	\$58.00
FX STAT CLASS A MALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020 86 XSMALL 32/33 SH4119 NAV XS 33 \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 30 LONG SH4122 NAV 30 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 30 REG SH4122 NAV 30 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 32 LONG SH4122 NAV 32 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 32 REG SH4122 NAV 32 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 34 LONG SH4122 NAV 34 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 34 REG SH4122 NAV 34 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 36 LONG SH4122 NAV 36 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 36 REG SH4122 NAV 36 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 38 LONG SH4122 NAV 38 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 38 REG SH4122 NAV 38 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 40 LONG SH4122 NAV 40 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 40 REG SH4122 NAV 40 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 42 LONG SH4122 NAV 42 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 42 REG SH4122 NAV 42 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 44 LONG SH4122 NAV 44 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 44 REG SH4122 NAV 44 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 46 LONG SH4122 NAV 46 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 46 REG SH4122 NAV 46 REG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 48 LONG SH4122 NAV 48 LNG \$83.00 \$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT FECHHEIMER BROTHERS UNIFORM CO F1 FX7020W 86 48 REG SH4122 NAV 48 REG \$83.00 \$70.55	\$58.00

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FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 50 LONG	SH4122 NAV 50 LNG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 50 REG	SH4122 NAV 50 REG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 52 LONG	SH4122 NAV 52 LNG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 52 REG	SH4122 NAV 52 REG	\$83.00	\$70.55	\$58.00
S/S HELIOS POLO	5.11 Inc.	41192-019-2XL	SM401 BLK 2X	\$49.00	\$41.65	\$38.00
S/S HELIOS POLO	5.11 Inc.	41192-019-3XL	SM401 BLK 3X	\$58.00	\$49.30	\$39.00
S/S HELIOS POLO	5.11 Inc.	41192-019-L	SM401 BLK LG	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-M	SM401 BLK MD	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-S	SM401 BLK SM	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-XL	SM401 BLK XL	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-2XL	SM401 DKNV 2X	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-3XL	SM401 DKNV 3X	\$58.00	\$49.30	\$39.00
S/S HELIOS POLO	5.11 Inc.	41192-724-L	SM401 DKNV LG	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-M	SM401 DKNV MD	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-S	SM401 DKNV SM	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-XL	SM401 DKNV XL	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-L	SM402 BLK LG	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-M	SM402 BLK MD	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-S	SM402 BLK SM	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-XL	SM402 BLK XL	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-L	SM402 DKNV LG	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-M	SM402 DKNV MD	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-S	SM402 DKNV SM	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-XL	SM402 DKNV XL	\$49.00	\$41.65	\$36.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 2X	SR585 NAV 2X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 3X	SR585 NAV 3X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 4X	SR585 NAV 4X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 5X	SR585 NAV 5X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 6X	SR585 NAV 6X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 LG	SR585 NAV LG	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 MD	SR585 NAV MD	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 SM	SR585 NAV SM	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 XL	SR585 NAV XL	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 XS	SR585 NAV XS	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 2X	ST206 NAV 2X	\$70.40	\$59.84	\$45.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 3X	ST206 NAV 3X	\$70.40	\$59.84	\$45.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 4X	ST206 NAV 4X	\$82.32	\$69.97	\$49.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC LG	ST206 NAV LG	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC MD	ST206 NAV MD	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC SM	ST206 NAV SM	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC XL	ST206 NAV XL	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC XS	ST206 NAV XS	\$60.99	\$51.84	\$42.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 2X	ST120 NAV 2X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 3X	ST120 NAV 3X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 4X	ST120 NAV 4X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC LG	ST120 NAV LG	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC MD	ST120 NAV MD	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC SM	ST120 NAV SM	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC XL	ST120 NAV XL	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC XS	ST120 NAV XS	\$53.99	\$45.89	\$39.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-2XL	SW724 DKNV 2X	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-2XL	SW724 DKNV 2XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-3XL	SW724 DKNV 3X	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-3XL	SW724 DKNV 3XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-4XL	SW724 DKNV 4XT	\$58.00	\$49.30	\$38.00

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5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-5XL	SW724 DKNV 5XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-L	SW724 DKNV LG	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-L	SW724 DKNV LGT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-M	SW724 DKNV MD	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-S	SW724 DKNV SM	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-XL	SW724 DKNV XL	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-XL	SW724 DKNV XLT	\$58.00	\$49.30	\$38.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-2XL	SW726 DKNV 2X	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-2XL	SW726 DKNV 2XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-3XL	SW726 DKNV 3X	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-3XL	SW726 DKNV 3XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-4XL	SW726 DKNV 4XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-5XL	SW726 DKNV 5XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-L	SW726 DKNV LG	\$57.00	\$48.45	\$39.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-L	SW726 DKNV LGT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-M	SW726 DKNV MD	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-S	SW726 DKNV SM	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-XL	SW726 DKNV XL	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-XL	SW726 DKNV XLT	\$65.00	\$55.25	\$43.00
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-L	SW993 DKNV LG	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-M	SW993 DKNV MD	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-S	SW993 DKNV SM	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-XL	SW993 DKNV XL	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 IIIC. 5.11 Inc.	61165-724-XS	SW993 DKNV XS	\$49.00	\$41.65	\$39.15
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 02 REG	TR010 NAV 02 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 02 REG		\$70.00	\$59.50	\$48.00
			TR010 NAV 04 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 04 SHORT F1 38200W 86 06 REG	TR010 NAV 04S OB	\$70.00	\$59.50	\$48.00
	FECHIEIMER BROTHERS UNIFORM CO		TR010 NAV 06 OB	· · · · · · · · · · · · · · · · · · ·	•	
WOMENS POLYESTER SERGE TROUSERS	FECHIEIMER BROTHERS UNIFORM CO	F1 38200W 86 06 SHORT	TR010 NAV 06S OB	\$70.00 \$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 08 REG	TR010 NAV 08 OB		\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 08 SHORT	TR010 NAV 08S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 10 REG	TR010 NAV 10 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 10 SHORT	TR010 NAV 10S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 12 REG	TR010 NAV 12 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 12 SHORT	TR010 NAV 12S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 14 REG	TR010 NAV 14 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 14 SHORT	TR010 NAV 14S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 16 REG	TR010 NAV 16 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 16 SHORT	TR010 NAV 16S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 18 REG	TR010 NAV 18 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 18 SHORT	TR010 NAV 18S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 20 REG	TR010 NAV 20 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 22 REG	TR010 NAV 22 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 24 REG	TR010 NAV 24 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 26 REG	TR010 NAV 26 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 28 REG	TR121 NAV 28 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 28 SHORT	TR121 NAV 28S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 29 REG	TR121 NAV 29 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 30 REG	TR121 NAV 30 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 30 SHORT	TR121 NAV 30S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 31 REG	TR121 NAV 31 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 LNG	TR121 NAV 32 LNG	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 REG	TR121 NAV 32 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 LONG	TR121 NAV 32L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 SHORT	TR121 NAV 32S OB	\$70.00	\$59.50	\$48.00

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MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 33 REG	TR121 NAV 33 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 34 REG	TR121 NAV 34 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 34 LONG	TR121 NAV 34L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 34 SHORT	TR121 NAV 34S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 35 REG	TR121 NAV 35 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 36 REG	TR121 NAV 36 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 36 LONG	TR121 NAV 36L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 36 SHORT	TR121 NAV 36S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 37 REG	TR121 NAV 37 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 38 REG	TR121 NAV 38 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 38 LONG	TR121 NAV 38L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 38 SHORT	TR121 NAV 38S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 40 REG	TR121 NAV 40 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 40 LONG	TR121 NAV 40L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 40 SHORT	TR121 NAV 40S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 42 REG	TR121 NAV 42 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 42 LONG	TR121 NAV 42L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 42 SHORT	TR121 NAV 42S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 44 REG	TR121 NAV 44 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 44 LONG	TR121 NAV 44L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 46 REG	TR121 NAV 46 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 46 LONG	TR121 NAV 46L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 48 REG	TR121 NAV 48 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 48 LONG	TR121 NAV 48L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 50 REG	TR121 NAV 50 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 52 REG	TR121 NAV 52 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 54 REG	TR121 NAV 54 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 54 LONG	TR121 NAV 54L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 54 SHORT	TR121 NAV 54S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 56 REG	TR121 NAV 56 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 56 LONG	TR121 NAV 56L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 58 REG	TR121 NAV 58 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 60 REG	TR121 NAV 60 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 62 REG	TR121 NAV 62 OB	\$189.99	\$161.49	\$141.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 64 REG	TR121 NAV 64 OB	\$189.99	\$161.49	\$141.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 66 REG	TR121 NAV 66 OB	\$189.99	\$161.49	\$141.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	X1 X38200-01 86 68 REG	TR121 NAV 68 OB	\$189.99	\$161.49	\$141.00
WOMENS APEX PANT	5.11 Inc.	64446-724-0-L	TR2244 DKNV 0 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-0-R	TR2244 DKNV 0 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-2-L	TR2244 DKNV 02 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-2-R	TR2244 DKNV 02 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-4-L	TR2244 DKNV 04 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-4-R	TR2244 DKNV 04 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-6-L	TR2244 DKNV 06 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-6-R	TR2244 DKNV 06 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-8-L	TR2244 DKNV 08 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-8-R	TR2244 DKNV 08 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-10-L	TR2244 DKNV 10 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-10-R	TR2244 DKNV 10 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-12-L	TR2244 DKNV 12 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-12-R	TR2244 DKNV 12 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-14-L	TR2244 DKNV 14 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-14-R	TR2244 DKNV 14 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-16-L	TR2244 DKNV 16 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-16-R	TR2244 DKNV 16 REG	\$95.00	\$80.75	\$65.00

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WOMENS APEX PANT 5.11 Inc. 64446-724-18-L TR2244 DKNV 18 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-724-18-R TR2244 DKNV 18 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-724-20-L TR2244 DKNV 20 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-724-20-R TR2244 DKNV 20 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-L TR2244 KHA 0 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-R TR2244 KHA 0 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 REG \$95.00 \$80.75	\$65.00 \$65.00 \$65.00 \$65.00 \$65.00 \$65.00 \$65.00 \$65.00
WOMENS APEX PANT 5.11 Inc. 64446-724-20-L TR2244 DKNV 20 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-724-20-R TR2244 DKNV 20 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-L TR2244 KHA 0 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-R TR2244 KHA 0 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 LNG \$95.00 \$80.75	\$65.00 \$65.00 \$65.00 \$65.00 \$65.00
WOMENS APEX PANT 5.11 Inc. 64446-724-20-R TR2244 DKNV 20 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-L TR2244 KHA 0 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-R TR2244 KHA 0 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 LNG \$95.00 \$80.75	\$65.00 \$65.00 \$65.00 \$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-0-L TR2244 KHA 0 LNG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-0-R TR2244 KHA 0 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 LNG \$95.00 \$80.75	\$65.00 \$65.00 \$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-0-R TR2244 KHA 0 REG \$95.00 \$80.75 WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 LNG \$95.00 \$80.75	\$65.00 \$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-2-L TR2244 KHA 02 LNG \$95.00 \$80.75	\$65.00
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WOMENS APEX PANT 5.11 Inc 64446-055-2-R TR7744 KHA 07 REG 1 SQS 00 1 SQD 75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-4-L TR2244 KHA 04 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-4-R TR2244 KHA 04 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-4-S TR2244 KHA 04 SHRT \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-6-L TR2244 KHA 06 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-6-R TR2244 KHA 06 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-6-S TR2244 KHA 06 SHRT \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-8-L TR2244 KHA 08 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-8-R TR2244 KHA 08 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-8-S TR2244 KHA 08 SHRT \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-10-L TR2244 KHA 10 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-10-R TR2244 KHA 10 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-10-S TR2244 KHA 10 SHRT \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-12-L TR2244 KHA 12 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-12-R TR2244 KHA 12 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-12-S TR2244 KHA 12 SHRT \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-14-L TR2244 KHA 14 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-14-R TR2244 KHA 14 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-16-L TR2244 KHA 16 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-16-R TR2244 KHA 16 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-18-L TR2244 KHA 18 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-18-R TR2244 KHA 18 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-20-L TR2244 KHA 20 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-055-20-R TR2244 KHA 20 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-0-L TR2244 RGRN 0 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-0-R TR2244 RGRN 0 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-2-L TR2244 RGRN 02 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-2-R TR2244 RGRN 02 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-4-L TR2244 RGRN 04 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-4-R TR2244 RGRN 04 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-6-L TR2244 RGRN 06 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-6-R TR2244 RGRN 06 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-8-L TR2244 RGRN 08 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-8-R TR2244 RGRN 08 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-10-L TR2244 RGRN 10 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-10-R TR2244 RGRN 10 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-12-L TR2244 RGRN 12 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-12-R TR2244 RGRN 12 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-14-L TR2244 RGRN 14 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-14-R TR2244 RGRN 14 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-16-L TR2244 RGRN 16 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-16-R TR2244 RGRN 16 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-18-L TR2244 RGRN 18 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-18-R TR2244 RGRN 18 REG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-20-L TR2244 RGRN 20 LNG \$95.00 \$80.75	\$65.00
WOMENS APEX PANT 5.11 Inc. 64446-186-20-R TR2244 RGRN 20 REG \$95.00 \$80.75	\$65.00
FX STAT MENS CLASS A T-21 PKT. TROUSER FECHHEIMER BROTHERS UNIFORM CO F1 FX77400 86 28 REG TR2801 NAV 28 OB \$83.00 \$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER FECHHEIMER BROTHERS UNIFORM CO F1 FX77400 86 29 REG TR2801 NAV 29 OB \$83.00 \$70.55	\$56.00

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FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 30 REG	TR2801 NAV 30 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 31 REG	TR2801 NAV 31 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 32 REG	TR2801 NAV 32 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 32 SHORT	TR2801 NAV 32S OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 33 REG	TR2801 NAV 33 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 34 REG	TR2801 NAV 34 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 34 SHORT	TR2801 NAV 34S OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 35 REG	TR2801 NAV 35 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 36 REG	TR2801 NAV 36 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 36 SHORT	TR2801 NAV 36S OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 37 REG	TR2801 NAV 37 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 38 REG	TR2801 NAV 38 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 38 SHORT	TR2801 NAV 38S OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 40 REG	TR2801 NAV 40 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 40 SHORT	TR2801 NAV 40S OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 42 REG	TR2801 NAV 42 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 44 REG	TR2801 NAV 44 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 46 REG	TR2801 NAV 46 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 48 REG	TR2801 NAV 48 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 50 REG	TR2801 NAV 50 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 52 REG	TR2801 NAV 52 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 54 REG	TR2801 NAV 54 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 02 REG	TR2808 NAV 02 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 04 REG	TR2808 NAV 04 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 06 REG	TR2808 NAV 06 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 08 REG	TR2808 NAV 08 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 10 REG	TR2808 NAV 10 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 12 REG	TR2808 NAV 12 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 14 REG	TR2808 NAV 14 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 16 REG	TR2808 NAV 16 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 18 REG	TR2808 NAV 18 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 20 REG	TR2808 NAV 20 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 22 REG	TR2808 NAV 22 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 24 REG	TR2808 NAV 24 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 26 REG	TR2808 NAV 26 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400W 86 28 REG	TR2808 NAV 28 OB	\$83.00	\$70.55	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	FX77400W-86-30R	TR2808 NAV 30 OB	\$94.85	\$80.62	\$56.00
FX STAT LADIES CLASS A T-21 PKT TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	FX77400W-86-32R	TR2808 NAV 32 OB	\$94.85	\$80.62	\$56.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-28-30	TT824 BBRN 28 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-28-32	TT824 BBRN 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-28-34	TT824 BBRN 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-28-36	TT824 BBRN 28 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-30-30	TT824 BBRN 30 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-30-32	TT824 BBRN 30 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-30-34	TT824 BBRN 30 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-30-36	TT824 BBRN 30 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-31-30	TT824 BBRN 31 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-31-32	TT824 BBRN 31 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-31-34	TT824 BBRN 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-31-36	TT824 BBRN 31 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-32-30	TT824 BBRN 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-32-32	TT824 BBRN 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-32-34	TT824 BBRN 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-32-36	TT824 BBRN 32 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-33-30	TT824 BBRN 33 30	\$95.00	\$80.75	\$65.00

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5.11 MENS APEX PANT	5.11 Inc.	74434-116-33-32	TT824 BBRN 33 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-33-34	TT824 BBRN 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-33-36	TT824 BBRN 33 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-34-30	TT824 BBRN 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-34-32	TT824 BBRN 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-34-34	TT824 BBRN 34 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-34-36	TT824 BBRN 34 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-35-30	TT824 BBRN 35 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-35-32	TT824 BBRN 35 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-35-34	TT824 BBRN 35 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-35-36	TT824 BBRN 35 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-36-30	TT824 BBRN 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-36-32	TT824 BBRN 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-36-34	TT824 BBRN 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-36-36	TT824 BBRN 36 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-38-30	TT824 BBRN 38 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-38-32	TT824 BBRN 38 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-38-34	TT824 BBRN 38 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-38-36	TT824 BBRN 38 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-40-30	TT824 BBRN 40 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-40-32	TT824 BBRN 40 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-40-34	TT824 BBRN 40 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-40-36	TT824 BBRN 40 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-40-38	TT824 BBRN 40 38	\$99.99	\$84.99	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-42-30	TT824 BBRN 42 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-42-32	TT824 BBRN 42 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-42-34	TT824 BBRN 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-42-36	TT824 BBRN 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-44-30	TT824 BBRN 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-44-32	TT824 BBRN 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-44-34	TT824 BBRN 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-116-44-36	TT824 BBRN 44 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-28-30	TT824 DKNV 28 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-28-32	TT824 DKNV 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-28-34	TT824 DKNV 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-28-36	TT824 DKNV 28 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-30-30	TT824 DKNV 30 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-30-32	TT824 DKNV 30 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-30-34	TT824 DKNV 30 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-30-36	TT824 DKNV 30 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-31-30	TT824 DKNV 31 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-31-32	TT824 DKNV 31 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-31-34	TT824 DKNV 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-31-36	TT824 DKNV 31 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-32-30	TT824 DKNV 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-32-32	TT824 DKNV 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-32-34	TT824 DKNV 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-32-36	TT824 DKNV 32 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-33-30	TT824 DKNV 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-33-32	TT824 DKNV 33 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-33-34	TT824 DKNV 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-33-36	TT824 DKNV 33 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-34-30	TT824 DKNV 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-34-32	TT824 DKNV 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-34-34	TT824 DKNV 34 34	\$95.00	\$80.75	\$65.00

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5.11 MENS APEX PANT	5.11 Inc.	74434-724-34-36	TT824 DKNV 34 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-35-30	TT824 DKNV 35 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-35-32	TT824 DKNV 35 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-35-34	TT824 DKNV 35 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-35-36	TT824 DKNV 35 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-36-30	TT824 DKNV 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-36-32	TT824 DKNV 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-36-34	TT824 DKNV 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-36-36	TT824 DKNV 36 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-38-30	TT824 DKNV 38 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-38-32	TT824 DKNV 38 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-38-34	TT824 DKNV 38 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-38-36	TT824 DKNV 38 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-38-37	TT824 DKNV 38 37	\$90.00	\$76.50	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-40-30	TT824 DKNV 40 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-40-32	TT824 DKNV 40 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-40-34	TT824 DKNV 40 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-40-36	TT824 DKNV 40 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-40-40	TT824 DKNV 40 40	\$90.00	\$76.50	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-42-30	TT824 DKNV 42 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-42-32	TT824 DKNV 42 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-42-34	TT824 DKNV 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-42-36	TT824 DKNV 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-44-30	TT824 DKNV 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-44-32	TT824 DKNV 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-44-33	TT824 DKNV 44 33	\$90.00	\$76.50	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-44-34	TT824 DKNV 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-724-44-36	TT824 DKNV 44 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-28-30	TT824 KHA 28 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-28-32	TT824 KHA 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-28-34	TT824 KHA 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-28-36	TT824 KHA 28 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-30-30	TT824 KHA 30 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-30-32	TT824 KHA 30 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-30-34	TT824 KHA 30 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-30-36	TT824 KHA 30 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-31-30	TT824 KHA 31 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-31-32	TT824 KHA 31 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-31-34	TT824 KHA 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-32-30	TT824 KHA 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-32-32	TT824 KHA 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-32-34	TT824 KHA 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-32-36	TT824 KHA 32 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-33-30	TT824 KHA 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-33-32	TT824 KHA 33 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-33-34	TT824 KHA 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-33-36	TT824 KHA 33 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-34-30	TT824 KHA 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-34-32	TT824 KHA 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-34-34	TT824 KHA 34 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-34-36	TT824 KHA 34 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-35-30	TT824 KHA 35 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-35-32	TT824 KHA 35 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-35-34	TT824 KHA 35 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-35-36	TT824 KHA 35 36	\$95.00	\$80.75	\$65.00
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5.11 MENS APEX PANT	5.11 Inc.	74434-055-36-30	TT824 KHA 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-36-32	TT824 KHA 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-36-34	TT824 KHA 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-36-36	TT824 KHA 36 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-38-30	TT824 KHA 38 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-38-32	TT824 KHA 38 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-38-34	TT824 KHA 38 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-38-36	TT824 KHA 38 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-38-37	TT824 KHA 38 37	\$116.99	\$99.44	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-40-30	TT824 KHA 40 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-40-32	TT824 KHA 40 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-40-34	TT824 KHA 40 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-40-36	TT824 KHA 40 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-40-40	TT824 KHA 40 40	\$99.99	\$84.99	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-42-30	TT824 KHA 42 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-42-32	TT824 KHA 42 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-42-34	TT824 KHA 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-42-36	TT824 KHA 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-42-38	TT824 KHA 42 38	\$116.99	\$99.44	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-44-30	TT824 KHA 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-44-32	TT824 KHA 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-44-34	TT824 KHA 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-055-44-36	TT824 KHA 44 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-28-30	TT824 RGRN 28 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-28-32	TT824 RGRN 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-28-34	TT824 RGRN 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-28-36	TT824 RGRN 28 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-30-30	TT824 RGRN 30 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-30-32	TT824 RGRN 30 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-30-34	TT824 RGRN 30 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-30-36	TT824 RGRN 30 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-31-30	TT824 RGRN 31 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-31-32	TT824 RGRN 31 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-31-34	TT824 RGRN 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-31-36	TT824 RGRN 31 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-32-30	TT824 RGRN 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-32-32	TT824 RGRN 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-32-34	TT824 RGRN 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-32-36	TT824 RGRN 32 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-33-30	TT824 RGRN 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-33-32	TT824 RGRN 33 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-33-34	TT824 RGRN 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-33-36	TT824 RGRN 33 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-34-30	TT824 RGRN 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-34-32	TT824 RGRN 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-34-34	TT824 RGRN 34 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-34-36	TT824 RGRN 34 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-35-30	TT824 RGRN 35 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-35-32	TT824 RGRN 35 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-35-34	TT824 RGRN 35 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-35-36	TT824 RGRN 35 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-36-30	TT824 RGRN 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-36-32	TT824 RGRN 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-36-34	TT824 RGRN 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-186-36-36	TT824 RGRN 36 36	\$95.00	\$80.75	\$65.00
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\$11 MEN APEX PART \$11 MEN APEX			1				
\$1.1 MRTS APER PART \$1.1 Inc. \$1.2 MRTS APER PART \$1.1 Inc. \$1.2 MRTS APER PART \$1.1 Inc. \$1.1 M	5.11 MENS APEX PANT	5.11 Inc.	74434-186-38-30	TT824 RGRN 38 30	\$95.00	\$80.75	\$65.00
\$1.1 MITS APER PART \$1.1 Inc. 7444-168-0-9.0 1724 REPROR 40 20 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.0 1724 REPROR 40 20 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.2 1724 REPROR 40 22 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.2 1724 REPROR 40 22 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.2 1724 REPROR 40 22 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.2 1724 REPROR 40 22 51.0 MITS APER PART \$1.1 Inc. 7444-168-0-9.2 1724 REPROR 40 22 1724 RE					· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
\$11 MINS APER PART \$1.1 INC. 7443-818-0-30 \$1.1 MINS APER PART \$1.1 INC. 7443-818-0-32 TELEA REPRO 40 22 598-00 \$80.75 \$56.00 \$50.75 \$56.00					· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
5.11 MICHS APER PART 5.11 Inc. 7443-186-0-32 TTER RIGHN 03 23 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 03 24 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-36 TTER RIGHN 04 20 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-36 TTER RIGHN 04 20 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-36 TTER RIGHN 04 20 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-30 TTER RIGHN 04 20 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-30 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-30 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-30 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-4-30 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-3-30 TTER RIGHN 04 20 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-186-0-3-30 TTER RIGHN 04 20 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-0-2-3-3-1 TTER RIGHN 04 20 55.00 55.00 55.00 55.00 55.11 MICHS APER PART 5.11 Inc. 7443-0-2-3-3-1 TTER RIGHN 04 20 55.00 55.00 55.00 55.00 55.00 55.00 55.00 55.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00	5.11 MENS APEX PANT			TT824 RGRN 38 36		· · · · · · · · · · · · · · · · · · ·	
\$.11 MINS APER PART \$.11 INC. 7494-180-40-36 TTEAR ROWN 40 36 \$55.00 \$5.10 MINS APER PART \$.11 INC. 7494-180-40-36 TTEAR ROWN 40 36 \$55.00 \$5.10 MINS APER PART \$.11 INC. 7494-180-42-20 TTEAR ROWN 40 22 \$55.00 \$5.50 \$5.50 \$5.10 MINS APER PART \$.11 INC. 7494-180-42-20 TTEAR ROWN 40 22 \$55.00 \$5.50	5.11 MENS APEX PANT	5.11 Inc.	74434-186-40-30	TT824 RGRN 40 30	\$95.00	\$80.75	\$65.00
\$.11 MINS APER PART \$.11 INC. \$7494-180-40-36 \$1.1724 ROWN 49 20 \$55.00 \$5.10 MINS APER PART \$.11 INC. \$7494-180-42-30 \$7494-180-42-20 \$7494-180-42-20 \$7494-180-42-20 \$7494-180-42-20 \$7494-180-42-22 \$7494-1	5.11 MENS APEX PANT	5.11 Inc.	74434-186-40-32	TT824 RGRN 40 32	\$95.00	\$80.75	\$65.00
\$1.1 MINN APPLY APAIT \$1.1 MIN. 74414-186-4-22 T724 GRINN 42 20 \$55.00 \$5.11 MINNS APPLY PAINT \$1.1 MIN. 74414-186-4-23 T724 GRINN 42 21 \$55.00 \$50.75 \$55.00 \$5.11 MINNS APPLY PAINT \$1.1 MIN. 74414-186-4-23 T724 GRINN 42 21 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.75 \$55.00 \$50.77	5.11 MENS APEX PANT	5.11 Inc.	74434-186-40-34	TT824 RGRN 40 34	\$95.00	\$80.75	\$65.00
\$11 MINS APEX PART \$11 Inc. 74434-1864-232 T7244 GRON 42 12 \$95.00 \$80.75 \$56.00 \$11 MINS APEX PART \$11 Inc. 74434-1864-234 T7244 GRON 42 12 \$95.00 \$80.75 \$56.00	5.11 MENS APEX PANT	5.11 Inc.	74434-186-40-36	TT824 RGRN 40 36	\$95.00	\$80.75	\$65.00
\$1.1 MENS APER PART \$1.1 Inc. 7493-189-42-36 \$1.1 MENS APER PART \$1.1 Inc. 7493-189-42-36 \$1.1 MENS APER PART \$1.1 Inc. 7493-189-43-30 \$1.1 MENS APER PART \$1.1 Inc. 7493-189-28-30 \$1.1 MENS APER PART \$	5.11 MENS APEX PANT	5.11 Inc.	74434-186-42-30	TT824 RGRN 42 30	\$95.00	\$80.75	\$65.00
\$1.11 MPMS APER PANT \$1.11 mc. 74434-186-42-36 TT824 RGRN 44 30 \$95.00 \$80.75 \$85.00 \$1.11 MPMS APER PANT \$5.11 mc. 74434-186-42-30 TT824 RGRN 44 30 \$95.00 \$80.75 \$55.00 \$5.11 MPMS APER PANT \$5.11 mc. 74434-186-42-21 TT824 RGRN 44 32 \$95.00 \$50.75 \$55.00 \$5.11 MPMS APER PANT \$5.11 mc. 74434-186-42-21 TT824 RGRN 44 32 \$95.00 \$50.75 \$55.0	5.11 MENS APEX PANT	5.11 Inc.	74434-186-42-32	TT824 RGRN 42 32	\$95.00	\$80.75	\$65.00
\$1.1 MPMS APEP PART \$1.1 Inc. 7443-186-4-32 TT824 GR0N 44 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-186-4-32 TT824 GR0N 44 32 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-186-4-34 TT824 GR0N 44 34 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-186-4-35 TT824 GR0N 44 34 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-186-4-35 TT824 GR0N 44 36 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-28-30 TT824 STRM 28 29 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-28-32 TT824 STRM 28 29 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-28-32 TT824 STRM 28 29 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-28-32 TT824 STRM 28 29 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-28-32 TT824 STRM 20 32 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 32 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 32 \$95.00 \$50.75 \$50.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-30-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-31-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-31-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-31-34 TT824 STRM 30 30 \$95.00 \$50.75 \$65.00 \$50.75 \$65.00 \$5.11 MPMS APEP PART \$5.11 Inc. 7443-1902-31-34 TT824 STRM 30 30 \$95.00 \$50.75 \$50.00 \$50.75 \$50.00 \$50.75 \$50.00 \$	5.11 MENS APEX PANT	5.11 Inc.	74434-186-42-34	TT824 RGRN 42 34	\$95.00	\$80.75	\$65.00
\$1.1 MRS APER PANT \$1.1 Inc. 17443-186-43-32 TREA REGINA 42 \$2 \$55.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 1743-186-43-36 TREA REGINA 43 \$59.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-186-43-36 TREA REGINA 43 \$59.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-186-43-36 TREA REGINA 43 \$59.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-22 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-22 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-36 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-36 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-36 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. 17443-022-23-36 TREA STRING 22 \$2 \$95.00 \$80.75 \$65.0	5.11 MENS APEX PANT	5.11 Inc.	74434-186-42-36	TT824 RGRN 42 36	\$95.00	\$80.75	\$65.00
\$1.1 MRS APER PANT \$1.1 Inc. \$74434-186-44-36 \$195.00 \$80.75 \$56.50 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-186-44-36 \$195.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$17874 \$22 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-36 \$1728 \$17874 \$22 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-34 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-34 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-34 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-36 \$1728 \$17874 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-36 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-36 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-36 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$13 \$12 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$13 \$12 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$13 \$12 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-20 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-20 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.1 MRS APER PANT \$1.1 Inc. \$7434-092-23-30 \$1728 \$1784 \$23 \$95.00 \$80.75 \$65.00 \$1.	5.11 MENS APEX PANT	5.11 Inc.	74434-186-44-30	TT824 RGRN 44 30	\$95.00	\$80.75	\$65.00
\$1.1 MRNS APER PART \$1.1 Inc.	5.11 MENS APEX PANT	5.11 Inc.	74434-186-44-32	TT824 RGRN 44 32	\$95.00	\$80.75	\$65.00
\$1.1 MINS APEX PART \$1.1 Inc. \$7444.09.22-3-0 \$55.00 \$50.0 \$50.75 \$55.00 \$1.1 MINS APEX PART \$1.1 Inc. \$7444.09.22-3-14 \$1.1 Inc. \$7444.09.22-3-14 \$1.1 Inc. \$7444.09.22-3-15 \$1.1 Inc. \$7444.09.23-0-3-10 \$1.1 Inc. \$7444.09.23-1-3-10 \$	5.11 MENS APEX PANT	5.11 Inc.	74434-186-44-34	TT824 RGRN 44 34	\$95.00	\$80.75	\$65.00
\$.11 MINS APEX PANT \$.11 Inc. 74434-092-28-32 TT224 STRM 28 24 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-28-36 TT224 STRM 28 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-28-36 TT224 STRM 28 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-30 TT224 STRM 28 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-32 TT224 STRM 30 32 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-32 TT224 STRM 30 32 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-36 TT224 STRM 30 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-36 TT224 STRM 30 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-39-36 TT224 STRM 30 36 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-32 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-32 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-32 TT224 STRM 31 32 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-32 TT224 STRM 31 32 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-32 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 31 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-36 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-31 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 MINS APEX PANT \$.11 Inc. 74434-092-31-31 TT224 STRM 32 30 \$98.00 \$80.75 \$56.00 \$1.11 M	5.11 MENS APEX PANT	5.11 Inc.	74434-186-44-36	TT824 RGRN 44 36	\$95.00	\$80.75	\$65.00
S.11 MINS APEX PANT S.11 Inc. 74434-092-28-34 TT224 STRM 28 50 \$98.00 \$80.75 \$55.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-28-30	TT824 STRM 28 30	\$95.00	\$80.75	\$65.00
S.11 MENS APER PANT S.11 Inc. 74434-092-28-36 TT824 STRN 29 36 S95.00 S80.75 S65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-28-32	TT824 STRM 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APER PANT 5.11 Inc. 74434-092-30-30 TT824 STRM 303 0 \$55.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-30-32 TT824 STRM 303 2 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-30-36 TT824 STRM 303 8 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-31-30 TT824 STRM 30 3 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-31-32 TT824 STRM 31 30 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-31-32 TT824 STRM 31 34 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-31-36 TT824 STRM 31 34 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-31-36 TT824 STRM 31 34 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT 5.11 Inc. 74434-092-32-30 TT824 STRM 32 32 \$95.00 \$80.75 \$55.00 5.11 MENS APER PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-28-34	TT824 STRM 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 M	5.11 MENS APEX PANT	5.11 Inc.	74434-092-28-36	TT824 STRM 28 36	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-30-36 TIR24 STRM 30 34 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-30-30	TT824 STRM 30 30	\$95.00	\$80.75	\$65.00
\$.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-30-32	TT824 STRM 30 32	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-31-30 TTR24 STRM 31 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-30-34	TT824 STRM 30 34	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-31-32 TT824 STRM 31 32 S95.00 S80.75 S65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-30-36	TT824 STRM 30 36	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-31-34 TT824 STRM 31 34 S95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-31-30	TT824 STRM 31 30	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-31-36 TT824 STRM 31 36 995.00 \$80.75 \$55.00 \$51.10 \$55.00 \$50.75 \$55.00 \$5	5.11 MENS APEX PANT	5.11 Inc.	74434-092-31-32	TT824 STRM 31 32	\$95.00	\$80.75	\$65.00
S.11 MENS APEX PANT S.11 Inc. 74434-092-32-30 T1824 STRM 32 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-31-34	TT824 STRM 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-32 TT824 STRM 32 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-36 TT824 STRM 32 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-36 TT824 STRM 32 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 33 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-32 TT824 STRM 33 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-34 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-31-36	TT824 STRM 31 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-34 TT824 STRM 32 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-36 TT824 STRM 32 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 33 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-34 TT824 STRM 33 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 30 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-32-30</td><td>TT824 STRM 32 30</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-32-30	TT824 STRM 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-32-36 TT824 STRM 32 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 33 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-32 TT824 STRM 33 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-32-32	TT824 STRM 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 33 20 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-32 TT824 STRM 33 20 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-32-34	TT824 STRM 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-32 T1824 STRM 33 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 T1824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 T1824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 T1824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 T1824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 T1824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 T1824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 T1824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 T1824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 T1824 STRM 35 30 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-32-36</td><td>TT824 STRM 32 36</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-32-36	TT824 STRM 32 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-34 TT824 STRM 33 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-32 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-33-30	TT824 STRM 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-36 TT824 STRM 33 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 34 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-33-32</td><td>TT824 STRM 33 32</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-33-32	TT824 STRM 33 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-30 TT824 STRM 34 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-33-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-33-34	TT824 STRM 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-32 TT824 STRM 34 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-33-36	TT824 STRM 33 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-34 TT824 STRM 34 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT	5.11 MENS APEX PANT	5.11 Inc.	74434-092-34-30	TT824 STRM 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-34-36 TT824 STRM 34 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 36 34 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-34-32</td><td>TT824 STRM 34 32</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-34-32	TT824 STRM 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-30 TT824 STRM 35 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 36 36 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-34-34</td><td>TT824 STRM 34 34</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-34-34	TT824 STRM 34 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-32 TT824 STRM 35 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 34 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-34-36</td><td>TT824 STRM 34 36</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-34-36	TT824 STRM 34 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-34 TT824 STRM 35 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-35-30</td><td>TT824 STRM 35 30</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-35-30	TT824 STRM 35 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-35-36 TT824 STRM 35 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 <	5.11 MENS APEX PANT	5.11 Inc.	74434-092-35-32	TT824 STRM 35 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-30 TT824 STRM 36 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$95.00 <t< td=""><td>5.11 MENS APEX PANT</td><td>5.11 Inc.</td><td>74434-092-35-34</td><td>TT824 STRM 35 34</td><td>\$95.00</td><td>\$80.75</td><td>\$65.00</td></t<>	5.11 MENS APEX PANT	5.11 Inc.	74434-092-35-34	TT824 STRM 35 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-32 TT824 STRM 36 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-35-36	TT824 STRM 35 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-34 TT824 STRM 36 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-36-30	TT824 STRM 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-36-36 TT824 STRM 36 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-36-32	TT824 STRM 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-30 TT824 STRM 38 30 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-36-34	TT824 STRM 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-32 TT824 STRM 38 32 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-36-36	TT824 STRM 36 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-34 TT824 STRM 38 34 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-38-30	TT824 STRM 38 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-36 TT824 STRM 38 36 \$95.00 \$80.75 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-38-32	TT824 STRM 38 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-38-37 TT824 STRM 38 37 \$116.99 \$99.44 \$65.00 5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT		74434-092-38-34	TT824 STRM 38 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-30 TT824 STRM 40 30 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-38-36	TT824 STRM 38 36	\$95.00	\$80.75	\$65.00
	5.11 MENS APEX PANT	5.11 Inc.	74434-092-38-37	TT824 STRM 38 37	\$116.99	\$99.44	\$65.00
5.11 MENS APEX PANT 5.11 Inc. 74434-092-40-32 TT824 STRM 40 32 \$95.00 \$80.75 \$65.00	5.11 MENS APEX PANT	5.11 Inc.	74434-092-40-30	TT824 STRM 40 30	\$95.00	\$80.75	\$65.00
	5.11 MENS APEX PANT	5.11 Inc.	74434-092-40-32	TT824 STRM 40 32	\$95.00	\$80.75	\$65.00

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5.11 MENS APEX PANT	5.11 Inc.	74434-092-40-34	TT824 STRM 40 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-40-36	TT824 STRM 40 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-40-40	TT824 STRM 40 40	\$99.99	\$84.99	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-42-30	TT824 STRM 42 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-42-32	TT824 STRM 42 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-42-34	TT824 STRM 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-42-36	TT824 STRM 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-42-38	TT824 STRM 42 38	\$116.99	\$99.44	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-44-30	TT824 STRM 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-44-32	TT824 STRM 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-44-34	TT824 STRM 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-092-44-36	TT824 STRM 44 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-28-30	TT824 VOL 28 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-28-32	TT824 VOL 28 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-28-34	TT824 VOL 28 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-28-36	TT824 VOL 28 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-30-30	TT824 VOL 30 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-30-32	TT824 VOL 30 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-30-34	TT824 VOL 30 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-30-36	TT824 VOL 30 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-31-30	TT824 VOL 31 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-31-32	TT824 VOL 31 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-31-34	TT824 VOL 31 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-31-36	TT824 VOL 31 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-32-30	TT824 VOL 32 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-32-32	TT824 VOL 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-32-34	TT824 VOL 32 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-32-36	TT824 VOL 32 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-33-30	TT824 VOL 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 MENS APEX PANT	5.11 Inc.	74434-098-33-30	TT824 VOL 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-33-34	TT824 VOL 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-33-36	TT824 VOL 33 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 MENS APEX PANT	5.11 Inc.	74434-098-34-30	TT824 VOL 33 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 MENS APEX PANT	5.11 Inc.	74434-098-34-30	TT824 VOL 34 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-34-32	TT824 VOL 34 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT 5.11 MENS APEX PANT	5.11 Inc.	74434-098-34-36	TT824 VOL 34 34	\$95.00	\$80.75	\$65.00
	5.11 Inc.			\$95.00	•	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-35-30 74434-098-35-32	TT824 VOL 35 30	·	\$80.75	
5.11 MENS APEX PANT	5.11 Inc. 5.11 Inc.	74434-098-35-32	TT824 VOL 35 32 TT824 VOL 35 34	\$95.00 \$95.00	\$80.75 \$80.75	\$65.00 \$65.00
5.11 MENS APEX PANT	5.11 Inc.			\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT		74434-098-35-36	TT824 VOL 35 36		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
5.11 MENS APEX PANT	5.11 Inc.	74434-098-35-OB	TT824 VOL 35 OB	\$90.00	\$76.50	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-36-30	TT824 VOL 36 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-36-32	TT824 VOL 36 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-36-34	TT824 VOL 36 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-36-36	TT824 VOL 36 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-38-30	TT824 VOL 38 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-38-32	TT824 VOL 38 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-38-34	TT824 VOL 38 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-38-36	TT824 VOL 38 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-40-30	TT824 VOL 40 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-40-32	TT824 VOL 40 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-40-34	TT824 VOL 40 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-40-36	TT824 VOL 40 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-30	TT824 VOL 42 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-32	TT824 VOL 42 32	\$95.00	\$80.75	\$65.00

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5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-34	TT824 VOL 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-36	TT824 VOL 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-30	TT824 VOL 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-32	TT824 VOL 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-34	TT824 VOL 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-36	TT824 VOL 44 36	\$95.00	\$80.75	\$65.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY2X	ST435 DKNV 2X	\$57.99	\$49.29	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY3X	ST435 DKNV 3X	\$55.99	\$47.59	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY4X	ST435 DKNV 4X	\$62.99	\$53.54	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY5X	ST435 DKNV 5X	\$61.99	\$52.69	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYLG	ST435 DKNV LG	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYMED	ST435 DKNV MD	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYSM	ST435 DKNV SM	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYXL	ST435 DKNV XL	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYXSM	ST435 DKNV XS	\$52.99	\$45.04	\$35.00
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK 2X	SQ083 BLK 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK LG	SQ083 BLK LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK MD	SQ083 BLK MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK SM	SQ083 BLK SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK XL	SQ083 BLK XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK XS	SQ083 BLK XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV 2X	SQ083 DKNV 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV LG	SQ083 DKNV LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV MD	SQ083 DKNV MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV SM	SQ083 DKNV SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV XL	SQ083 DKNV XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV XS	SQ083 DKNV XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY 2X	SQ083 GRY 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY LG	SQ083 GRY LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY MD	SQ083 GRY MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY SM	SQ083 GRY SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY XL	SQ083 GRY XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY XS	SQ083 GRY XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY 2X	SQ083 ROY 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY LG	SQ083 ROY LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY MD	SQ083 ROY MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY SM	SQ083 ROY SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY XL	SQ083 ROY XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY XS	SQ083 ROY XS	\$38.00	\$32.30	\$29.50
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 2X	SW672 NAV 2X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 3X	SW672 NAV 3X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 4X	SW672 NAV 4X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 5X	SW672 NAV 5X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 6X	SW672 NAV 6X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 LG	SW672 NAV LG	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 MD	SW672 NAV MD	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 SM	SW672 NAV SM	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 XL	SW672 NAV XL	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 XS	SW672 NAV XS	\$53.99	\$45.89	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-30	TJ361 DKNV 28 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-32	TJ361 DKNV 28 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-34	TJ361 DKNV 28 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-36	TJ361 DKNV 28 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-30	TJ361 DKNV 30 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-32	TJ361 DKNV 30 32	\$51.00	\$43.35	\$39.00

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5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-34	TJ361 DKNV 30 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-36	TJ361 DKNV 30 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-32-30	TJ361 DKNV 32 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-32-32	TJ361 DKNV 32 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-32-34	TJ361 DKNV 32 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-32-36	TJ361 DKNV 32 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-34-30	TJ361 DKNV 34 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-34-32	TJ361 DKNV 34 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-34-34	TJ361 DKNV 34 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-34-36	TJ361 DKNV 34 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-36-30	TJ361 DKNV 36 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-36-32	TJ361 DKNV 36 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-36-34	TJ361 DKNV 36 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-36-36	TJ361 DKNV 36 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-38-30	TJ361 DKNV 38 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-38-32	TJ361 DKNV 38 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-38-34	TJ361 DKNV 38 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-38-36	TJ361 DKNV 38 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-38-30	TJ361 DKNV 40 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-40-32	TJ361 DKNV 40 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-40-34	TJ361 DKNV 40 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-40-36	TJ361 DKNV 40 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-42-30	TJ361 DKNV 42 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-42-32	TJ361 DKNV 42 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-42-34	TJ361 DKNV 42 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-42-36	TJ361 DKNV 42 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-44-30	TJ361 DKNV 44 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-44-32	TJ361 DKNV 44 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-44-34	TJ361 DKNV 44 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-44-36	TJ361 DKNV 44 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-46-30	TJ361 DKNV 46 30	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-46-32	TJ361 DKNV 46 32	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-46-34	TJ361 DKNV 46 34	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-48-30	TJ361 DKNV 48 30	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-48-32	TJ361 DKNV 48 32	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-50-34	TJ361 DKNV 50 34	\$61.00	\$51.85	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461L-724-54-30	TJ361 DKNV 54 30	\$61.00	\$51.85	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-2-L	TR1275 DKNV 02 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-2-R	TR1275 DKNV 02 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-4-L	TR1275 DKNV 04 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-4-R	TR1275 DKNV 04 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-6-L	TR1275 DKNV 06 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-6-R	TR1275 DKNV 06 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-8-L	TR1275 DKNV 08 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-8-R	TR1275 DKNV 08 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-10-L	TR1275 DKNV 10 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-10-R	TR1275 DKNV 10 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-12-L	TR1275 DKNV 12 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-12-R	TR1275 DKNV 12 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-14-L	TR1275 DKNV 14 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-14-R	TR1275 DKNV 14 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-16-L	TR1275 DKNV 16 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-16-R	TR1275 DKNV 16 REG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-18-L	TR1275 DKNV 18 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-18-R	TR1275 DKNV 18 REG	\$55.00	\$46.75	\$39.00
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WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-20-L	TR1275 DKNV 20 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-20-R	TR1275 DKNV 20 REG	\$55.00	\$46.75	\$39.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-L	UA513 WHT LG	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-M	UA513 WHT MD	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-S	UA513 WHT SM	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-XL	UA513 WHT XL	\$35.00	\$29.75	\$26.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-2XL	UA615 WHT 2X	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-3XL	UA615 WHT 3X	\$57.00	\$48.45	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-L	UA615 WHT LG	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-M	UA615 WHT MD	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-S	UA615 WHT SM	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-XL	UA615 WHT XL	\$48.00	\$40.80	\$33.00
STREAMLIGHT STYLUS PRO	Streamlight	66118	FH470 BLK	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66122	FH470 BLU	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66120	FH470 RED	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66121	FH470 SIL	\$38.22	\$32.49	\$26.00
STYLUS 3 MINILIGHT	Streamlight	65022	FL216 BLK BLU	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65020	FL216 BLK GRN	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65006	FL216 BLK RED	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65018	FL216 BLK WHT	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65035	FL216 RED WHT	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65016	FL216 SIL BLU	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65012	FL216 SIL WHT	\$26.50	\$22.53	\$17.00
SURVIVOR LED-ALKALINE	Streamlight	90545	FL596 BLK	\$113.11	\$96.14	\$68.00
SURVIVOR LED-ALKALINE	Streamlight	90540	FL596 ORG	\$113.11	\$96.14	\$68.00
SURVIVOR LED-ALKALINE	Streamlight	90541	FL596 YEL	\$113.11	\$96.14	\$68.00
REMOTE DUAL SWITCH FOR WEAPON LIGHTS	SUREFIRE LLC	SR07	FL775 7IN	\$112.00	\$95.20	\$28.00
VANTAGE HELMET MOUNTED LIGHT	Streamlight	69140	FL820	\$228.19	\$193.96	\$1,335.00
MOBILE FIRE RESCUE S/S T-SHIRT W/ PC614 LC & PC615 BK			Т\$552Н			
TT802 - SOFFEE 100% COTTON CLASSIC 8" SHORT W/ POCKET			TT802			
Sport-Tek PosiCharge Classic Mesh Short			TU253			
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 02 REG	TR083 NAV 02 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 04 REG	TR083 NAV 04 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 06 REG	TR083 NAV 06 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 06 SHORT	TR083 NAV 06S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 08 REG	TR083 NAV 08 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 08 SHORT	TR083 NAV 08S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 10 REG	TR083 NAV 10 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 10 SHORT	TR083 NAV 10S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 12 REG	TR083 NAV 12 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 12 SHORT	TR083 NAV 12S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 14 REG	TR083 NAV 14 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 14 SHORT	TR083 NAV 14S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 16 REG	TR083 NAV 16 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 16 SHORT	TR083 NAV 16S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 18 REG	TR083 NAV 18 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 18 SHORT	TR083 NAV 18S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 20 REG	TR083 NAV 20 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 22 REG	TR083 NAV 22 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 24 REG	TR083 NAV 24 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 26 REG	TR083 NAV 26 OB	\$64.50	\$54.83	\$44.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX	EECHHEIMED DOTHEDC HAHEODS CO	E4 47400W 05 04 DEC	TDCE4 NAVOVOA CO	¢01.00	ĆCO OF	ć57.00
WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 04 REG	TR651 NAVY 04 OB	\$81.00	\$68.85	\$57.00

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POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 10 REG	TR651 NAVY 10 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 12 REG	TR651 NAVY 12 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 14 REG	TR651 NAVY 14 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 16 REG	TR651 NAVY 16 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 18 REG	TR651 NAVY 18 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 02 REG	TR651 NAVY 2 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 20 REG	TR651 NAVY 20 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 22 REG	TR651 NAVY 22 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 24 REG	TR651 NAVY 24 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 26 REG	TR651 NAVY 26 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 06 REG	TR651 NAVY 6 OB	\$81.00	\$68.85	\$57.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 08 REG	TR651 NAVY 8 OB	\$81.00	\$68.85	\$57.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 28 REG	TU044 NAV 28 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 29 REG	TU044 NAV 29 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 30 REG	TU044 NAV 30 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 31 REG	TU044 NAV 31 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 32 REG	TU044 NAV 32 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 33 REG	TU044 NAV 33 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 34 REG	TU044 NAV 34 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 34 LONG	TU044 NAV 34L OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 34 SHORT	TU044 NAV 34S OB	\$121.99	\$103.69	\$89.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 35 REG	TU044 NAV 35 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 36 REG	TU044 NAV 36 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 36 LONG	TU044 NAV 36L OB	\$159.99	\$135.99	\$121.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 36 SHORT	TU044 NAV 36S OB	\$159.99	\$135.99	\$121.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 37 REG	TU044 NAV 37 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 38 REG	TU044 NAV 38 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 38 LONG	TU044 NAV 38L OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 38 SHORT	TU044 NAV 38S OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 40 REG	TU044 NAV 40 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 40 LONG	TU044 NAV 40L OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 40 SHORT	TU044 NAV 40S OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 42 REG	TU044 NAV 42 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 42 LONG	TU044 NAV 42L OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 44 REG	TU044 NAV 44 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	X1 X48200-01 86 44 LONG	TU044 NAV 44L OB	\$149.99	\$127.49	\$119.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 46 REG	TU044 NAV 46 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 48 REG	TU044 NAV 48 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 50 REG	TU044 NAV 50 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 52 REG	TU044 NAV 52 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 54 REG	TU044 NAV 54 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 56 REG	TU044 NAV 56 OB	\$79.99	\$67.99	\$51.00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 58 REG	TU044 NAV 58 OB	\$79.99	\$67.99	\$51.00

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MENS DOLV COTTON THEFT DANIES	FEGURENAED DROTHERS UNIFORM SO	F4 40200 05 50 DEG	T TURAL NAVIGO OR	670.00	467.00	ÅE4 00
MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 60 REG	TU044 NAV 60 OB	\$79.99	\$67.99	\$51.00
5.11 TACTLITE UNIFORM HAT	5.11 Inc.	89381-724-1 SZ	HA040 DKNV	\$20.00	\$17.00	\$14.00
TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT	5.11 Inc.	89250-724-L/XL	HW401 DKNV LXL	\$20.00	\$17.00	\$14.00
SID TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT						
The state of the s	5.11 Inc.	89250-724-S/M	HW401 DKNV SMD	\$20.00	\$17.00	\$14.00
SID						
GALLS POLY/COTTON 6-PANEL MESH BACK HAT	HEAD MOST	HW4013 DKNV OSFA	HW4013 DKNV OSFA	\$16.99	\$14.44	\$14.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT 2X	HW704 WHT 2X	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT 2X 07GW2D3 WHT LG	HW704 WHT LG	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT LG	HW704 WHT MD	\$159.99	\$135.99	\$51.00
	,			\$159.99 \$159.99	\$135.99	\$51.00 \$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT SM	HW704 WHT SM	\$159.99	·	
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT XL	HW704 WHT XL		\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT XS	HW704 WHT XS	\$159.99	\$135.99	\$51.00
LAWPRO PREMIUM WATCH CAP	HEAD MOST	Q63 60	HW768 NAV	\$12.99	\$11.04	\$8.00
HEADBAND STRETCH FLEECE	Sanmar Corp.	C910 NAV OSFA	HW988 NAV	\$4.99	\$4.24	\$4.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	\$327 011 XXL REG	JA803 NAV 2X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XXL LNG	JA803 NAV 2XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 3XL REG	JA803 NAV 3X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 3XL LNG	JA803 NAV 3XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL REG	JA803 NAV 4X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL LNG	JA803 NAV 4XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL SHT	JA803 NAV 4XS	\$149.99	\$127.49	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL REG	JA803 NAV 5X	\$174.99	\$148.74	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL LNG	JA803 NAV 5XL	\$174.99	\$148.74	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL SHT	JA803 NAV 5XS	\$171.99	\$146.19	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 6X	JA803 NAV 6X	\$189.99	\$161.49	\$129.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 6XL SHT	JA803 NAV 6XS	\$181.99	\$154.69	\$129.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 L REG	JA803 NAV LG	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 L LNG	JA803 NAV LGL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M REG	JA803 NAV MD	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M LNG	JA803 NAV MDL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M SHT	JA803 NAV MDS	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 S REG	JA803 NAV SM	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 S SHT	JA803 NAV SMS	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XL REG	JA803 NAV XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XL LNG	JA803 NAV XLL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XS REG	JA803 NAV XS	\$157.99	\$134.29	\$119.75
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XXL LNG	JX740 YLRD 2X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XXL REG	JX740 YLRD 2X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 3XL LNG	JX740 YLRD 3X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	l Spiewak	S588VTR 006 3XL REG	JX740 YLRD 3X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	l Spiewak	S588VTR 006 4XL LNG	JX740 YLRD 4X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 4XL REG	JX740 YLRD 4X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 5XL LNG	JX740 YLRD 5X LNG	\$416.99	\$354.44	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 5XL REG	JX740 YLRD 5X REG	\$416.99	\$354.44	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 L LNG	JX740 YLRD LG LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 L REG	JX740 YLRD LG REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 M LNG	JX740 YLRD MD LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 M REG	JX740 YLRD MD REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 S REG	JX740 YLRD SM REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	l Spiewak	S588VTR 006 XL LNG	JX740 YLRD XL LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XL REG	JX740 YLRD XL REG	\$377.99	\$321.29	\$239.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-2XL-R	SH4243 FNAV 2X REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-2XL-K	SH4243 FNAV 2X TALL	\$86.00	\$73.10	\$59.00
3.11 JOD 3111(1 1/4 ZIF 2.0	J.II IIIC.	/23341-/20-2AL-1	JIITZTJ I IMAV ZA IALL	Ç00.00	¥73.10	933.00

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5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-3XL-R	SH4243 FNAV 3X REG	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-3XL-T	SH4243 FNAV 3X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-4XL-T	SH4243 FNAV 4X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-5XL-T	SH4243 FNAV 5X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-L-R	SH4243 FNAV LG REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-L-T	SH4243 FNAV LG TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-M-R	SH4243 FNAV MD REG	\$70.00	\$59.50	\$54.00
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5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-M-T	SH4243 FNAV MD TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-S-R	SH4243 FNAV SM REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-XL-R	SH4243 FNAV XL REG	\$70.00	\$59.50	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-XL-T	SH4243 FNAV XL TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-XS-R	SH4243 FNAV XS REG	\$70.00	\$59.50	\$54.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10 D	FT1523 BLK 10 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10 B	FT1523 BLK 10 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10.5 D	FT1523 BLK 10.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10.5 EE	FT1523 BLK 10.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10.3 EE 25732 11 D	FT1523 BLK 10.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11 D 25732 11 EE	FT1523 BLK 11 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN DANNER SCORCH SIDE ZIP 8IN		25/32 11 EE 25/32 11.5 D	FT1523 BLK 11.5 D	\$169.95	\$144.46	\$136.00
	Danner, Inc.					
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11.5 EE	FT1523 BLK 11.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 12 D	FT1523 BLK 12 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 12 EE	FT1523 BLK 12 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 13 D	FT1523 BLK 13 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 13 EE	FT1523 BLK 13 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 14 D	FT1523 BLK 14 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 14 EE	FT1523 BLK 14 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6 D	FT1523 BLK 6 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6 EE	FT1523 BLK 6 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6.5 EE	FT1523 BLK 6.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7 D	FT1523 BLK 7 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7 EE	FT1523 BLK 7 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7.5 D	FT1523 BLK 7.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7.5 EE	FT1523 BLK 7.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8 D	FT1523 BLK 8 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8 EE	FT1523 BLK 8 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8.5 D	FT1523 BLK 8.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8.5 EE	FT1523 BLK 8.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9 D	FT1523 BLK 9 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9 EE	FT1523 BLK 9 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9.5 D	FT1523 BLK 9.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9.5 EE	FT1523 BLK 9.5 EE	\$169.95	\$144.46	\$136.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 5.5 M	FT3000 BLK 5.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 6 M	FT3000 BLK 6 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 6.5 M	FT3000 BLK 6.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 7 M	FT3000 BLK 7 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 7.5 M	FT3000 BLK 7.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 8 M	FT3000 BLK 8 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 8.5 M	FT3000 BLK 8.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 9 M	FT3000 BLK 9 M	\$84.00	\$71.40	\$68.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 100 M	FW594 BLK 10 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 100 W	FW594 BLK 10 W	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 105M	FW594 BLK 105 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 105W	FW594 BLK 105 W	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 110 M	FW594 BLK 11 M	\$180.00	\$153.00	\$125.00
THOROGODD SIDE EII JOHN DOOT	TELITORETHIER SHOE COMITANT, INC.	037 0300 110 W	I WOOT DER II W	Ģ100.00	Ç133.00	Ç125.00

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THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 115M FW594 BLK 115 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 120 M FW594 BLK 12 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 120 W FW594 BLK 12 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 120 W FW594 BLK 12 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 130 M FW594 BLK 13 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 130 W FW594 BLK 13 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 M FW594 BLK 14 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 W FW594 BLK 14 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 W FW594 BLK 14 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 16 W \$180.00 \$153.00 \$125.0							
THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 120M PVS98 BLK 12 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 120 M PVS98 BLK 12 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 130 M PVS98 BLK 13 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 130 M PVS98 BLK 13 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 130 M PVS98 BLK 13 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 130 M PVS98 BLK 13 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 140 M PVS98 BLK 14 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 140 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 150 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 150 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 150 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 15 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 5 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 5 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 5 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 5 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 50 M PVS98 BLK 5 M \$180.00 \$153.00 \$125.00 THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 110 W	FW594 BLK 11 W	\$180.00	\$153.00	\$125.00
THOROGOD SIDE ZP JUMP BOOT WEINBERNIES SHOE COMPANY, INC. 834-6888 120 W FVS98 BLK 12 W \$180.00 \$153.00 \$125.00		,					\$125.00
THOROGOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 130 M FW594 BIX 13 M \$180.00 \$153.00 \$125.00	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 115W	FW594 BLK 115 W			\$125.00
THOROGOD SIDE ZP JUMP BOOT WEINBRENNER SHOC COMPANY, INC. 834-6888 130 W	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 120 M	FW594 BLK 12 M	\$180.00	\$153.00	\$125.00
THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 M FWS94 BLK 13 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 W FWS94 BLK 14 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 M FWS94 BLK 15 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 M FWS94 BLK 15 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 40 M FWS94 BLK 15 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 40 M FWS94 BLK 15 W 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 40 M FWS94 BLK 45 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FWS94 BLK 5 M 5180.00 \$153.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FWS94 BLK 5 M 5180.00 \$153.00 \$125.00 THOROGOO SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 M FWS94 BLK 5 M 5180.00 \$153.00 \$1	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 120 W	FW594 BLK 12 W	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 140 M FW594 BLK 14 M \$180.00 \$153.00 \$125.00	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 130 M	FW594 BLK 13 M	\$180.00	\$153.00	\$125.00
THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 M FW594 BLK 15 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 150 W FW594 BLK 15 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 45 M FW594 BLK 15 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 45 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$153.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 8 M \$180.00 \$153.00 \$153.00 THORGOO	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 130 W	FW594 BLK 13 W	\$180.00	\$153.00	\$125.00
THORGGOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. B34-6888 150 M FW594 BLK 15 M \$180.00 \$153.00 \$153.00 \$155.	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 140 M	FW594 BLK 14 M	\$180.00	\$153.00	\$125.00
THORGGOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 334-6888 40 M FW594 BLK 4 M \$180.00 \$153.00 \$125.00 FW594 BLK 5 M \$180.00 \$125.00 FW594 BLK 5 M \$180.00 \$125.00 FW594 BLK 5 M \$180.00 \$125.00 FW594 BLK 5 M \$180.0	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 140 W	FW594 BLK 14 W	\$180.00	\$153.00	\$125.00
THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 45M FW594 BLK 4 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 5 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 7 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 W FW594 BLK 7 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 W FW594 BLK 7 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 70 W FW594 BLK 7 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 75 W FW594 BLK 8 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 M FW594 BLK 8 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 M FW594 BLK 8 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 M FW594 BLK 8 M \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 8 W \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 8 W \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 8 W \$180.00 \$153.00 \$125.00 THORGOOD SIDE ZIP JUMP BOOT WEI	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 150 M	FW594 BLK 15 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 55 M FW594 BLK 5 M \$180.00 \$153.00 \$125.0	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 150 W	FW594 BLK 15 W	\$180.00	\$153.00	\$125.00
THOROGOD SIDE ZIP JUMP BOOT WEINBRENNER SHOE COMPANY, INC. 834-6888 50 M FW594 BLK 5 M \$180.00 \$153.00 \$125.0	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 40 M	FW594 BLK 4 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 55 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 65 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 75 M FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 75 W FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 M FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$153.00 S153.00 \$153.00 S153.00 \$153.00 \$153.00 S153.00 \$153.00 \$153.00 S153.00 \$153.00 S153.0	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 45M	FW594 BLK 45 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 55 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 60 M FW594 BLK 65 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 70 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 70 M FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 75 M FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 75 W FW594 BLK 75 M \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 M FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 80 \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$125.00 THOROGOOD SIDE ZIP JUMP BOOT WEINBERNNER SHOE COMPANY, INC. 834-6888 80 W FW594 BLK 85 W \$180.00 \$153.00 \$153.00 S153.00 \$153.00 S153.00 \$153.00 \$153.00 S153.00 \$153.00 \$153.00 S153.00 \$153.00 S153.0	THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 50 M	FW594 BLK 5 M	\$180.00	\$153.00	\$125.00
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		Danner, Inc.					\$322.00
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ACADIA NONINSULATED GORETEX BOOTS Danner, Inc. 21210 13 EEEE SP285 13 4E \$429.95 \$365.46 \$322.00	ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 13 EEEE	SP285 13 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS Danner, Inc. 21210 13 B SP285 13 B \$429.95 \$365.46 \$322.00	ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 13 B	SP285 13 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS Danner, Inc. 21210 13 D SP285 13 D \$429.95 \$365.46 \$322.00	ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 13 D	SP285 13 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS Danner, Inc. 21210 14 EE SP285 14 2E \$429.95 \$365.46 \$322.00	ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 EE	SP285 14 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS Danner, Inc. 21210 14 EEEE SP285 14 4E \$429.95 \$365.46 \$322.00	ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 EEEE	SP285 14 4E	\$429.95	\$365.46	\$322.00

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ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 B	SP285 14 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 D	SP285 14 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 15 EE	SP285 15 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 15 D	SP285 15 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 16 D	SP285 16 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 6 EE	SP285 6 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 6.5 EE	SP285 65 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7 EE	SP285 7 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7 D	SP285 7 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7.5 EE	SP285 75 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7.5 D	SP285 75 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 EE	SP285 8 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 EEEE	SP285 8 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 B	SP285 8 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 D	SP285 8 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 EE	SP285 85 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 EEEE	SP285 85 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 B	SP285 85 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 D	SP285 85 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 EE	SP285 9 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 EEEE	SP285 9 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 B	SP285 9 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 D	SP285 9 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 EE	SP285 95 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 EEEE	SP285 95 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 B	SP285 95 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 D	SP285 95 D	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 10 M	ZH744 10 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 5 M	ZH744 5 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 5.5 M	ZH744 55 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 6 M	ZH744 6 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 6.5 M	ZH744 65 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 7 M	ZH744 7 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 7.5 M	ZH744 75 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 8 M	ZH744 8 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 8.5 M	ZH744 85 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 9 M	ZH744 9 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 9.5 M	ZH744 95 M	\$429.95	\$365.46	\$322.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 M	FT2649 BLK 10 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 W	FT2649 BLK 10 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 XW	FT2649 BLK 10 XW	\$165.00	\$140.25	\$127.00

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WEINBRENNER SHOE COMPANY, INC.	804-6134 105 M	FT2649 BLK 10.5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 105 W	FT2649 BLK 10.5 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 105 XW	FT2649 BLK 10.5 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 110 M	FT2649 BLK 11 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 110 W	FT2649 BLK 11 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 110 XW	FT2649 BLK 11 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 115 M	FT2649 BLK 11.5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 115 W	FT2649 BLK 11.5 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 115 XW	FT2649 BLK 11.5 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 120 M	FT2649 BLK 12 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 120 W	FT2649 BLK 12 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 120 XW	FT2649 BLK 12 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 130 M	FT2649 BLK 13 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 130 W	FT2649 BLK 13 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 130 XW	FT2649 BLK 13 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 140 M	FT2649 BLK 14 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 140 W	FT2649 BLK 14 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 140 XW	FT2649 BLK 14 XW	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 40 M	FT2649 BLK 4 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 45 M	FT2649 BLK 4.5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 50 M	FT2649 BLK 5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 55 M	FT2649 BLK 5.5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 60 M	FT2649 BLK 6 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 60 W	FT2649 BLK 6 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 65 M	FT2649 BLK 6.5 M	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 65 W	FT2649 BLK 6.5 W	\$165.00	\$140.25	\$127.00
WEINBRENNER SHOE COMPANY, INC.	804-6134 70 M	FT2649 BLK 7 M	\$165.00	\$140.25	\$127.00
	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC.	WEINBRENNER SHOE COMPANY, INC. 804-6134 65 M WEINBRENNER SHOE COMPANY, INC. 804-6134 65 M	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC.	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC. 804-6134 105 W FT2649 BLK 10.5 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 105 W FT2649 BLK 11 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 110 W FT2649 BLK 11 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 110 W FT2649 BLK 11 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 W FT2649 BLK 11.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 W FT2649 BLK 11.5 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 W FT2649 BLK 11.5 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 11.5 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 12 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 12 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 13 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 14 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 W \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 15 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 5.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 M FT2649 BLK 5.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 60 M FT2649 BLK 6.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 65 W FT2649 BLK 6.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 65 W FT2649 BLK 6.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 65 W FT2649 BLK 6.5 M \$165.00 WEINBRENNER SHOE COMPANY, INC. 804-6134 65 W FT2649 BLK 6.5 M \$165.00	WEINBRENNER SHOE COMPANY, INC. 804-6134 105 W FT2649 BLK 10.5 W \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 110 M FT2649 BLK 10.5 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 110 W FT2649 BLK 11 M \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 110 W FT2649 BLK 11 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 M FT2649 BLK 11 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 W FT2649 BLK 11.5 M \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 115 XW FT2649 BLK 11.5 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 11.5 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 12 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 120 W FT2649 BLK 12 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 12 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 12 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 12 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 130 W FT2649 BLK 13 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 13 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 140 W FT2649 BLK 14 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 15 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 15 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 16 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 16 XW \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 6.5 W \$165.00 \$140.25 WEINBRENNER SHOE COMPANY, INC. 804-6134 160 W FT2649 BLK 6.5 W \$165.00 \$140.25 WEINBRENNER S

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QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT	WEINBRENNER SHOE COMPANY, INC.	804-6134 70 W	FT2649 BLK 7 W	\$165.00	\$140.25	\$127.00
W/ TRANSLUCENT BOTTOM	,			,	·	,
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 75 M	FT2649 BLK 7.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 75 W	FT2649 BLK 7.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 M	FT2649 BLK 8 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 W	FT2649 BLK 8 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 XW	FT2649 BLK 8 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 M	FT2649 BLK 8.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 W	FT2649 BLK 8.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 XW	FT2649 BLK 8.5 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 M	FT2649 BLK 9 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 W	FT2649 BLK 9 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 XW	FT2649 BLK 9 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 M	FT2649 BLK 9.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 W	FT2649 BLK 9.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 XW	FT2649 BLK 9.5 XW	\$165.00	\$140.25	\$127.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10-R	FW1771 BLK 10 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10-W	FW1771 BLK 10 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10.5-R	FW1771 BLK 105 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10.5-W	FW1771 BLK 105 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11-R	FW1771 BLK 11 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11-W	FW1771 BLK 11 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11.5-R	FW1771 BLK 115 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11.5-W	FW1771 BLK 115 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-12-R	FW1771 BLK 12 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-12-W	FW1771 BLK 12 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-13-R	FW1771 BLK 13 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-13-W	FW1771 BLK 13 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-14-R	FW1771 BLK 14 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-14-W	FW1771 BLK 14 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-15-R	FW1771 BLK 15 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-4-R	FW1771 BLK 4 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-5-R	FW1771 BLK 5 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ 5.11 ATAC 2.0 6IN SZ	5.11 Inc. 5.11 Inc.	12394-019-6-R 12394-019-6.5-R	FW1771 BLK 6 R	\$125.00 \$125.00	\$106.25 \$106.25	\$89.00 \$89.00
5.11 ATAC 2.0 6IN SZ 5.11 ATAC 2.0 6IN SZ	5.11 Inc. 5.11 Inc.	12394-019-6.5-R 12394-019-7-R	FW1771 BLK 6.5 R FW1771 BLK 7 R	\$125.00 \$125.00	\$106.25 \$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ 5.11 ATAC 2.0 6IN SZ	5.11 Inc. 5.11 Inc.	12394-019-7-K 12394-019-7-W	FW1771 BLK 7 K	\$125.00 \$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ 5.11 ATAC 2.0 6IN SZ	5.11 Inc. 5.11 Inc.	12394-019-7-W 12394-019-7.5-R	FW1771 BLK 7 W	\$125.00 \$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ 5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7.5-K 12394-019-7.5-W	FW1771 BLK 75 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7.5-W	FW1771 BLK 75 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8-W	FW1771 BLK 8 W	\$125.00	\$106.25	\$89.00
J.11 ATAC 2.0 UIN J2	J.II IIIC.	12334-013-0-44	I WITTI DEK 6 W	3123.00	Ģ100.25	303.00

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5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8.5-R	FW1771 BLK 85 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8.5-W	FW1771 BLK 85 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9-R	FW1771 BLK 9 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9-W	FW1771 BLK 9 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9.5-R	FW1771 BLK 95 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9.5-W	FW1771 BLK 95 W	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-10-R	FW1772 BLK 10 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-5-R	FW1772 BLK 5 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-6-R	FW1772 BLK 6 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-6.5-R	FW1772 BLK 65 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-7-R	FW1772 BLK 7 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-7.5-R	FW1772 BLK 75 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-8-R	FW1772 BLK 8 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-8.5-R	FW1772 BLK 85 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-9-R	FW1772 BLK 9 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-9.5-R	FW1772 BLK 95 R	\$125.00	\$106.25	\$89.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10-R	FT2405 BLK 10 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10-W	FT2405 BLK 10 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10.5-R	FT2405 BLK 10.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10.5-W	FT2405 BLK 10.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10-3-W	FT2405 BLK 10.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11-N 12420-019-11-W	FT2405 BLK 11 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11-W 12420-019-11.5-R	FT2405 BLK 11.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11.5-N 12420-019-11.5-W	FT2405 BLK 11.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11.5-W 12420-019-12-R	FT2405 BLK 11.5 W	\$145.00	\$123.25	\$109.00
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COMPANY 3.0 BOOT	5.11 Inc.	12420-019-12-W	FT2405 BLK 12 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-13-R	FT2405 BLK 13 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-13-W	FT2405 BLK 13 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-14-R	FT2405 BLK 14 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-4-R	FT2405 BLK 4 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-5-R	FT2405 BLK 5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-6-R	FT2405 BLK 6 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-6.5-R	FT2405 BLK 6.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7-R	FT2405 BLK 7 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7-W	FT2405 BLK 7 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7.5-R	FT2405 BLK 7.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7.5-W	FT2405 BLK 7.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8-R	FT2405 BLK 8 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8-W	FT2405 BLK 8 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8.5-R	FT2405 BLK 8.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8.5-W	FT2405 BLK 8.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9-R	FT2405 BLK 9 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9-W	FT2405 BLK 9 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9.5-R	FT2405 BLK 9.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9.5-W	FT2405 BLK 9.5 W	\$145.00	\$123.25	\$109.00
THOROGOOD 6" BLACK QUICK RELEASE STATION	MEINDRENNED CHOE COMPANY INC	924 6124 10 84	ET2662 PLV 10 M	Ć1EF OO	¢121 7F	\$114.7F
BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10 M	FT2662 BLK 10 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION	WEINDRENNIED CHOC COMPANY INC	924 6424 40 144	FT2662 PLV 40 W	¢155.00	6124 75	6114.75
BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10 W	FT2662 BLK 10 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION	WEINDRENNER CHAT COLOR	004 645 15 7 1	FT2CC2 P: // C2 T 2:	A455 00	6404 ==	A44: ==
BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10.5 M	FT2662 BLK 10.5 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION				A.=c	440	A44 - ==
BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10.5 W	FT2662 BLK 10.5 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION						
BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 11 M	FT2662 BLK 11 M	\$155.00	\$131.75	\$114.75

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THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 11 W	FT2662 BLK 11 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 11.5 M	FT2662 BLK 11.5 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 11.5 W	FT2662 BLK 11.5 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 12 M	FT2662 BLK 12 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 12 W	FT2662 BLK 12 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 13 M	FT2662 BLK 13 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 13 W	FT2662 BLK 13 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 14 M	FT2662 BLK 14 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 14 W	FT2662 BLK 14 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 7 M	FT2662 BLK 7 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 7.5 M	FT2662 BLK 7.5 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 8 M	FT2662 BLK 8 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 8 W	FT2662 BLK 8 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 8.5 M	FT2662 BLK 8.5 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 8.5 W	FT2662 BLK 8.5 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 9 M	FT2662 BLK 9 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM THOROGOOD 6" BLACK QUICK RELEASE STATION	WEINBRENNER SHOE COMPANY, INC.	834-6134 9 W	FT2662 BLK 9 W	\$155.00	\$131.75	\$114.75
BOOT W/TRANSLUCENT BOTTOM THOROGOOD 6" BLACK QUICK RELEASE STATION	WEINBRENNER SHOE COMPANY, INC.	834-6134 9.5 M	FT2662 BLK 9.5 M	\$155.00	\$131.75	\$114.75
BOOT W/TRANSLUCENT BOTTOM ROCKY PULL ON WELLINGTON BOOTS	WEINBRENNER SHOE COMPANY, INC. Rocky Brands Wholesale, LLC.	834-6134 9.5 W FQ0006300 10 MW	FT2662 BLK 9.5 W SP644 10 MW	\$155.00 \$151.00	\$131.75 \$128.35	\$114.75 \$113.00
				\$151.00	•	·
ROCKY PULL ON WELLINGTON BOOTS ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 10 XW FQ0006300 105 MW	SP644 10 XW SP644 105 MW	\$151.00 \$151.00	\$128.35 \$128.35	\$113.00 \$113.00
	Rocky Brands Wholesale, LLC			· · · · · · · · · · · · · · · · · · ·	'	· ·
ROCKY PULL ON WELLINGTON BOOTS ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC. Rocky Brands Wholesale, LLC.	FQ0006300 105 XW FQ0006300 11 MW	SP644 105 XW SP644 11 MW	\$151.00 \$151.00	\$128.35 \$128.35	\$113.00 \$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC. Rocky Brands Wholesale, LLC.	FQ0006300 11 MW	SP644 11 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 115 MW	SP644 115 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 115 XW	SP644 115 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 12 MW	SP644 12 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 12 XW	SP644 12 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 13 MW	SP644 13 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 13 XW	SP644 13 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 14 MW	SP644 14 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 14 XW	SP644 14 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 8 MW	SP644 8 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 8 XW	SP644 8 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 85 MW	SP644 85 MW	\$151.00	\$128.35	\$113.00

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ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 85 XW	SP644 85 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 9 MW	SP644 9 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 9 XW	SP644 9 XW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 95 MW	SP644 95 MW	\$151.00	\$128.35	\$113.00
ROCKY PULL ON WELLINGTON BOOTS	Rocky Brands Wholesale, LLC.	FQ0006300 95 XW	SP644 95 XW	\$151.00	\$128.35	\$113.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-100	FT1733 BLK 10 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-100	FT1733 BLK 10 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-105	FT1733 BLK 10.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-105	FT1733 BLK 10.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-110	FT1733 BLK 11 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-110	FT1733 BLK 11 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-115	FT1733 BLK 11.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-115	FT1733 BLK 11.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-120	FT1733 BLK 12 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-120	FT1733 BLK 12 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-130	FT1733 BLK 13 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-130	FT1733 BLK 13 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-140	FT1733 BLK 14 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-140	FT1733 BLK 14 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-150	FT1733 BLK 15 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-150	FT1733 BLK 15 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-050	FT1733 BLK 5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-050	FT1733 BLK 5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-055	FT1733 BLK 5.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-055	FT1733 BLK 5.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-060	FT1733 BLK 6 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-060	FT1733 BLK 6 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-065	FT1733 BLK 6.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-065	FT1733 BLK 6.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-070	FT1733 BLK 7 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-070	FT1733 BLK 7 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-075	FT1733 BLK 7.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-075	FT1733 BLK 7.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-080	FT1733 BLK 8 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-080	FT1733 BLK 8 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-085	FT1733 BLK 8.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-085	FT1733 BLK 8.5 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-090	FT1733 BLK 9 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-090	FT1733 BLK 9 W	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-R-095	FT1733 BLK 9.5 R	\$99.99	\$84.99	\$79.00
ALTAMA MARITIME ASSAULT LOW BOOT	Original Swat Footwear Co	335001GSA-W-095	FT1733 BLK 9.5 W	\$99.99	\$84.99	\$79.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 10	FT2846 BLK 10 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 10.5	FT2846 BLK 10.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 11	FT2846 BLK 11 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 11.5	FT2846 BLK 11.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 12	FT2846 BLK 12 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 12.5	FT2846 BLK 12.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 13	FT2846 BLK 13 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 14	FT2846 BLK 14 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 15	FT2846 BLK 15 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7	FT2846 BLK 7 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7.5	FT2846 BLK 7.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 8	FT2846 BLK 8 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 8.5	FT2846 BLK 8.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9	FT2846 BLK 9 M	\$70.00	\$59.50	\$56.00

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UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9.5	FT2846 BLK 9.5 M	\$70.00	\$59.50	\$56.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING						
SHOE	Danner, Inc.	61210 10 D	FT2896 BLK 10 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 10 EE	FT2896 BLK 10 EE	\$189.95	\$161.46	\$145.00
SHOE DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	2		11-000	7	7	72.000
SHOE	Danner, Inc.	61210 10.5 D	FT2896 BLK 10.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING				4.00.0=	4404.40	44 00
SHOE	Danner, Inc.	61210 10.5 EE	FT2896 BLK 10.5 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11 D	FT2896 BLK 11 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11 EE	FT2896 BLK 11 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING						
SHOE	Danner, Inc.	61210 11.5 D	FT2896 BLK 11.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 11.5 EE	FT2896 BLK 11.5 EE	\$189.95	\$161.46	\$145.00
SHOE	Danner, me	01210 1113 EE	1 12030 BER 1113 EE	4103.33	\$101 140	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 12 D	FT2896 BLK 12 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING						
SHOE	Danner, Inc.	61210 12 EE	FT2896 BLK 12 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 13 D	FT2896 BLK 13 D	\$189.95	\$161.46	\$145.00
SHOE	Danner, Inc.	61210 13 D	F12030 BLK 13 D	\$105.55	\$101.40	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 13 EE	FT2896 BLK 13 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING						
SHOE	Danner, Inc.	61210 14 D	FT2896 BLK 14 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 7 D	FT2896 BLK 7 D	\$189.95	\$161.46	\$145.00
SHOE	Danner, Inc.	01210 / 5	F12030 DLR 7 D	7109.95	\$101.40	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 7.5 D	FT2896 BLK 7.5 D	\$189.95	\$161.46	\$145.00
SHOE DANNER TRAIL 2650 MESH ATHLETIC/TRAINING						
SHOE	Danner, Inc.	61210 8 D	FT2896 BLK 8 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danney Inc	61210 8 EE	FT2896 BLK 8 EE	\$189.95	\$161.46	¢14F 00
SHOE	Danner, Inc.	61210 8 EE	F12090 DLK 6 EE	\$103.35	\$101.40	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 8.5 D	FT2896 BLK 8.5 D	\$189.95	\$161.46	\$145.00
SHOE DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	,			·	·	
SHOE	Danner, Inc.	61210 8.5 EE	FT2896 BLK 8.5 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	D	C4240.0 D	FT200C DLV 0 D	\$400.0F	\$454.45	A445.00
SHOE	Danner, Inc.	61210 9 D	FT2896 BLK 9 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING	Danner, Inc.	61210 9 EE	FT2896 BLK 9 EE	\$189.95	\$161.46	\$145.00
SHOE				,	•	,
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 9.5 D	FT2896 BLK 9.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING					4.4.	4
SHOE	Danner, Inc.	61210 9.5 EE	FT2896 BLK 9.5 EE	\$189.95	\$161.46	\$145.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-10-9	FT2909 BLK 10 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-10.5-9	FT2909 BLK 10.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SER CARRON LOW	NIKE	CZ7399-001-11-9	FT2909 BLK 11 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW NIKE REACT SFB CARBON LOW	NIKE NIKE	CZ7399-001-11.5-9 CZ7399-001-12-9	FT2909 BLK 11.5 R FT2909 BLK 12 R	\$140.00 \$140.00	\$119.00 \$119.00	\$112.00 \$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-12-9 CZ7399-001-12.5-9	FT2909 BLK 12 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-13-9	FT2909 BLK 13 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-14-9	FT2909 BLK 14 R	\$140.00	\$119.00	\$112.00

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NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-15-9	FT2909 BLK 15 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-6-9	FT2909 BLK 6 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-6.5-9	FT2909 BLK 6.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-7-9	FT2909 BLK 7 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-7.5-9	FT2909 BLK 7.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-8-9	FT2909 BLK 8 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-8.5-9	FT2909 BLK 8.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-9-9	FT2909 BLK 9 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-9.5-9	FT2909 BLK 9.5 R	\$140.00	\$119.00	\$112.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 10	FT2917 BLK 10 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 10.5	FT2917 BLK 10.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 11	FT2917 BLK 11 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 11.5	FT2917 BLK 11.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 12	FT2917 BLK 12 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 12.5	FT2917 BLK 12.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 13	FT2917 BLK 13 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 14	FT2917 BLK 14 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 4	FT2917 BLK 4 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 5	FT2917 BLK 5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 6	FT2917 BLK 6 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 6.5	FT2917 BLK 6.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 7	FT2917 BLK 7 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 7.5	FT2917 BLK 7.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 8	FT2917 BLK 8 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 8.5	FT2917 BLK 8.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 9	FT2917 BLK 9 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 9.5	FT2917 BLK 9.5 M	\$160.00	\$136.00	\$129.00
SHOE PTXF CORE 2	Viktos LLC	1004806	FT2975 GRY 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004807	FT2975 GRY 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004808	FT2975 GRY 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004809	FT2975 GRY 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004810	FT2975 GRY 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004811	FT2975 GRY 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004812	FT2975 GRY 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004813	FT2975 GRY 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004800	FT2975 GRY 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004801	FT2975 GRY 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004802	FT2975 GRY 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004803	FT2975 GRY 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004804	FT2975 GRY 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004805	FT2975 GRY 9.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003206	FT2975 NIGHT 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003207	FT2975 NIGHT 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003208	FT2975 NIGHT 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003209	FT2975 NIGHT 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003210	FT2975 NIGHT 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003211	FT2975 NIGHT 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003212	FT2975 NIGHT 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003212	FT2975 NIGHT 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003213	FT2975 NIGHT 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003201	FT2975 NIGHT 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003201	FT2975 NIGHT 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003202	FT2975 NIGHT 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003203	FT2975 NIGHT 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003204	FT2975 NIGHT 9.5	\$115.00	\$97.75	\$95.00
SHUE FIAF CURE Z	VIKTOS LLC	1003203	F123/3 NIGHT 9.3	3113.00	331.13	333.00

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SHOE PTXF CORE 2	Viktos LLC	1003306	FT2975 RGRN 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003307	FT2975 RGRN 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003308	FT2975 RGRN 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003309	FT2975 RGRN 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003310	FT2975 RGRN 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003311	FT2975 RGRN 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003312	FT2975 RGRN 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003313	FT2975 RGRN 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003300	FT2975 RGRN 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003301	FT2975 RGRN 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003302	FT2975 RGRN 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003303	FT2975 RGRN 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003304	FT2975 RGRN 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003305	FT2975 RGRN 9.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004706	FT2975 TIGS 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004707	FT2975 TIGS 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004708	FT2975 TIGS 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004709	FT2975 TIGS 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004710	FT2975 TIGS 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004711	FT2975 TIGS 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004712	FT2975 TIGS 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004713	FT2975 TIGS 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004700	FT2975 TIGS 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004701	FT2975 TIGS 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004702	FT2975 TIGS 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004703	FT2975 TIGS 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004704	FT2975 TIGS 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004705	FT2975 TIGS 9.5	\$115.00	\$97.75	\$95.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 10M	SP140 BLK 10 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 10W	SP140 BLK 10 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 55M	SP140 BLK 5.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 6M	SP140 BLK 6 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 6W	SP140 BLK 6 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 65M	SP140 BLK 6.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 65W	SP140 BLK 6.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 7 M	SP140 BLK 7 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 7W	SP140 BLK 7 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 75M	SP140 BLK 7.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 75W	SP140 BLK 7.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 8M	SP140 BLK 8 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 8W	SP140 BLK 8 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 85M	SP140 BLK 8.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 85W	SP140 BLK 8.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 9M	SP140 BLK 9 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 9W	SP140 BLK 9 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 95M	SP140 BLK 9.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 95W	SP140 BLK 9.5 W	\$180.00	\$153.00	\$145.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 10 M	FW076 10 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 10 W	FW076 10 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 105 M	FW076 105 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 11 M	FW076 11 M	\$180.00	\$153.00	\$130.00

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THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 5 M	FW076 5 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 55 M	FW076 55 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 6 M	FW076 6 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 6 W	FW076 6 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 65 M	FW076 65 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 65 W	FW076 65 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 7 M	FW076 7 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 7 W	FW076 7 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 75 M	FW076 75 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 75 W	FW076 75 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 8 M	FW076 8 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 8 W	FW076 8 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 85 M	FW076 85 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 85 W	FW076 85 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 9 M	FW076 9 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 9 W	FW076 9 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 95 M	FW076 95 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 95 W	FW076 95 W	\$180.00	\$153.00	\$130.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 100 M	FW515 BLK 10 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 100 W	FW515 BLK 10 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 100 XW	FW515 BLK 10 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 105 M	FW515 BLK 105 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 105 W	FW515 BLK 105 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 105 XW	FW515 BLK 105 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 110 M	FW515 BLK 11 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 110 W	FW515 BLK 11 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 110 XW	FW515 BLK 11 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 115 M	FW515 BLK 115 M	\$100.00	\$85.00	\$67.00 \$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 115 W	FW515 BLK 115 W FW515 BLK 115 XW	\$100.00	\$85.00 \$85.00	
POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC.	831-6031 115 XW 831-6031 120 M	FW515 BLK 115 XW	\$100.00 \$100.00	\$85.00	\$67.00 \$67.00
POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC.	831-6031 120 W 831-6031 120 W	FW515 BLK 12 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 120 W 831-6031 120 XW	FW515 BLK 12 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 120 AW 831-6031 130 M	FW515 BLK 12 AW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 130 W	FW515 BLK 13 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 130 XW	FW515 BLK 13 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 140 M	FW515 BLK 14 M	\$100.00	\$85.00	\$67.00
				7200.00	700.00	7000

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PROMMER CAGDIATY DEPOID WIRMSHINKS SHIC COMPAY, INC. 18.16.01.1.00 W PROMER CAGDIATY OFFICE PROMINES CAGDIATY OFFI							
PORDMERIC ACADISMY ONDOOD PORT ACADISMY OND	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 140 W	FW515 BLK 14 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY ONFORD	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 140 XW	FW515 BLK 14 XW	\$100.00	\$85.00	\$67.00
POINDMERIC ACADEMY ONFORD WEINBERNERS SHOE COMPANY, INC. 831-6031 SD W PWS15 BLK S W 500.00 \$85.00 \$67.00	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 M	FW515 BLK 15 M	\$100.00	\$85.00	\$67.00
PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 30 W PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 55 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACADEMY ONFORD WINNERSNINS SHOC COMPANY, INC. 831-0631 50 M PRISS BILE S W \$100.00 \$85.00 \$57.00 PRODUMENC ACA	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 W	FW515 BLK 15 W	\$100.00	\$85.00	\$67.00
PRODOMERIC ACADEMY ONFORD WIRNERNERN SHOC COMPANY, INC. 831-0013 5M PROSTED SEA SE MS 500 \$57.00 PROMOMERIC ACADEMY ONFORD WIRNERNERN SHOC COMPANY, INC. 831-0013 5M PROSTED SEA SE MS 500 \$55.00 \$55.00 PROMOMERIC ACADEMY ONFORD WIRNERNERN SHOC COMPANY, INC. 831-0014 6W PRIST SILK 8 M \$100.00 \$55.00 \$55.00 \$57.00 PROMOMERIC ACADEMY ONFORD WIRNERNERN SHOC COMPANY, INC. 831-0013 6W PROSTED SEA	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 XW	FW515 BLK 15 XW	\$100.00	\$85.00	\$67.00
PRODUMENT ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 SM PROSISER AS M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0014 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0014 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0014 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 SM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 SM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,00 \$85,00 \$85,00 \$87,00 PROBOMERIC ACADEMY ONFORD WENNERNINE SHOE COMMANY, INC. 831-0013 GM PRUSS BLK & M \$10,000 \$85,0	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 30 M	FW515 BLK 3 M	\$100.00	\$85.00	\$67.00
PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 40 W FWS15 BLK 4 M \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 40 W FWS15 BLK 4 M \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 30 W	FW515 BLK 3 W	\$100.00	\$85.00	\$67.00
PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 40 W FWS15 BLK 4 M \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 40 W FWS15 BLK 4 M \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.00 \$57.00 \$57.00 PRODMERIC ACADEMY OXYORD WEINBRENNESS SIDE COMPANY, INC. 831-6031 50 W FWS15 BLK 5 W \$100.00 \$55.00 \$57.	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 35 M	FW515 BLK 35 M	\$100.00	\$85.00	\$67.00
PRODMETIC ACADENY OXYODD WINNERNINES SHOC COMPANY, INC. 831-6031 5 W PROSE SELE, 5 W PROSE SEL	POROMERIC ACADEMY OXFORD		831-6031 40 M	FW515 BLK 4 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 59 W PWS15 BLK 59 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 59 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 59 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 59 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 59 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 50 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 60 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 60 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 60 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 50 W PWS15 BLK 60 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 70 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80 W PWS15 BLK 70 M \$100.00 \$85.00 \$57.00 \$57.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 80	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 40 W	FW515 BLK 4 W	\$100.00	\$85.00	\$67.00
PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 DW PROSS BILLS WS \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 SW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$85.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS SW \$100.00 \$55.00 \$57.00 PROMMERIC ACADEMY OXFORD WENNBRENNER SHOE COMPANY, INC. 831-0313 TW PROSS BILLS S	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 45 M	FW515 BLK 45 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69315 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69317 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69317 W PWS15 BLK S W \$10.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69317 W PWS15 BLK S W PWS15 BLK S W \$10.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69317 W PWS15 BLK S W \$10.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$55.00 \$55.00 \$55.00 \$55.00 POROMERIC ACADEMY OXFORD WEINBERNERS SHOE COMPANY, INC. 831-69318 W PWS15 BLK S W \$10.00 \$55.00 \$55.00 \$55.00 \$55.00 POROMERIC ACADEMY OXFORD WEINBERN	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 45 W	FW515 BLK 45 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK SS M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK SS W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 50 M	FW515 BLK 5 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK SS M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK SS W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-69315 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 SM PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 FO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6931 BO M PWS15 BIK S M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 50 W	FW515 BLK 5 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6915 BW FWS15 BLK 5W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6916 BW FWS15 BLK 6W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6916 BW FWS15 BLK 6W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$141-6916 BW FWS15 BLK 6W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6916 BW FWS15 BLK 6W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6916 BW FWS15 BLK 7W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6917 BW FWS15 BLK 7W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6917 BW FWS15 BLK 7W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 7W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 7W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$57.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$55.00 POROMERIC ACADEMY OXFORD WENNBRRINNER SHOE COMPANY, INC. \$131-6918 BW FWS15 BLK 8W \$100.00 \$55.00 \$55.00 \$55.	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 55 M	FW515 BLK 55 M	·	\$85.00	
POROMERIC ACADEMY OXFORD WENNBRINNER SHOE COMPANY, INC. 831-031 69 M	POROMERIC ACADEMY OXFORD		831-6031 55 W		\$100.00	·	
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 6 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 6 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 8 M PWISS BLK 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 8 M PWISS BLK 7 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6931 8 M PWISS BLK 8 W					· · · · · · · · · · · · · · · · · · ·	•	•
POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 5 M POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 5 M POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 7 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 8 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROMERIC ACADENY OXFORD WEINBRENNER SHOE COMPANY, INC. 33.4631 9 W POROME		,			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 70 M POSTS BIK 7 M \$100.00 \$85.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 70 M POSTS BIK 7 W \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 75 M POSTS BIK 7 W \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 75 M POSTS BIK 7 W \$100.00 \$85.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 75 W POSTS BIK 7 W \$100.00 \$85.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 75 W PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 M POSTS BIK 8 W \$100.00 \$85.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 W \$100.00 \$85.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 W \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 W \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 85 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 85 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 85 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 85 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 \$67.00 PORDMERIC ACADEMY OKFORD WEINBERNIES SHOE COMPANY, INC. 831-6031 80 W POSTS BIK 8 SW \$100.00 \$85.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.00 \$67.0		,			· · · · · · · · · · · · · · · · · · ·	·	
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.75 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.75 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.75 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.75 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COM	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 65 W	FW515 BLK 65 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.75 W POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 M POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.80 W POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 M POROMERIC ACADEMY OXFORD POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631.85 W POROMERIC ACADEMY OXFORD WEINBR	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 70 M	FW515 BLK 7 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 75 W FWS15 BLK 75 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 80 W FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W FWS15 BLK 90 \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER	POROMERIC ACADEMY OXFORD		831-6031 70 W	FW515 BLK 7 W	·	•	\$67.00
POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 0W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROMERIC ACADEMY OFFORD WEINBRENNEE SHOE COMPANY, INC. 831-6313 5W POROME				FW515 BLK 75 M			
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 80 W FWS15 BLK 8 W \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 85 M FWS15 BLK 85 M \$100.00 \$85.00 \$57.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 85 W FWS15 BLK 85 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 85 W FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FWS15 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FWS15 BLK 9 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FWS15 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 NW FWS15 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 NW FWS15 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 NW FWS15 BLK 9 S W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 9 S W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FWS15 BLK 95		,			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 85 W FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 85 W FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 85 W FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 85 W FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 90 M FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 90 M FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 90 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 90 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-631 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.0	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 80 M	FW515 BLK 8 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 85 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 M POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 90 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. B31-6031 95 W POROMERIC ACADEM	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 80 W	FW515 BLK 8 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 85 W FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FW515 BLK 85 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.0	POROMERIC ACADEMY OXFORD		831-6031 80 XW	FW515 BLK 8 XW	•	\$85.00	
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 SW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 9 SW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 85 M	FW515 BLK 85 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 M FW515 BLK 9 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 M FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10 F72846 BLK 10 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 F72846 BLK 10 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 F72846 BLK 11 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 F72846 BLK 11 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 F72846 BLK 11.5 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 F72846 BLK 12.5 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 17 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 17 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 13 M \$70.00 \$99.50 \$56.00 UA CHARGED AS	POROMERIC ACADEMY OXFORD		831-6031 85 W	FW515 BLK 85 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 W FW515 BLK 9 XW \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W PW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$85.00 \$67.00 \$69.50	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 85 XW	FW515 BLK 85 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 90 XW FW515 BLK 9 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 M FW515 BLK 95 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$85.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 POROMERIC ACADEMY OXFORD WEINBRENNER POROMERIC ACADEMY OXFORD POROM	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 M	FW515 BLK 9 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 M FW515 BLK 95 M \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 W	FW515 BLK 9 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 W FW515 BLK 95 W \$100.00 \$85.00 \$67.00 POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 \$67.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10 F72846 BLK 10 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10.5 F72846 BLK 10.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 F72846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 F72846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 F72846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 F72846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 F72846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 F72846 BLK 13 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 F72846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 F72846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER A	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 XW	FW515 BLK 9 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD WEINBRENNER SHOE COMPANY, INC. 831-6031 95 XW FW515 BLK 95 XW \$100.00 \$85.00 \$67.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10.5 F72846 BLK 10 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 F72846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 F72846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 F72846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 F72846 BLK 13.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 F72846 BLK 13.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 F72846 BLK 13.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 F72846 BLK 14.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 15.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 15.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 15.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 15.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 F72846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 F72846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 F72846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 F72846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 F72846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 F72846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 F72846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 F72846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMO	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 M	FW515 BLK 95 M	\$100.00	\$85.00	\$67.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10 FT2846 BLK 10 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10.5 FT2846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 FT2846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 FT2846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 FT2846 BLK 13 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 17 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.5	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 W	FW515 BLK 95 W	\$100.00	\$85.00	\$67.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 10.5 FT2846 BLK 10.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11 FT2846 BLK 11 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 FT2846 BLK 13 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 S59.50 \$56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.50 S56.00 S59.	POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 XW	FW515 BLK 95 XW	\$100.00	·	
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UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 11.5 FT2846 BLK 11.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12 FT2846 BLK 12 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 FT2846 BLK 13 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHA	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 11	FT2846 BLK 11 M	\$70.00		\$56.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 12.5 FT2846 BLK 12.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 13 FT2846 BLK 13 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 14 FT2846 BLK 14 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED							
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UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 15 FT2846 BLK 15 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR VH BLACKINTON COLING. A2875 GP 7A2450 2 GP \$15.20 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 13	FT2846 BLK 13 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7 FT2846 BLK 7 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 7.5 FT2846 BLK 7.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR VH BLACKINTON COLING A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 14	FT2846 BLK 14 M	\$70.00	\$59.50	\$56.00
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UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR VH BLACKINTON COLING A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7	FT2846 BLK 7 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8 FT2846 BLK 8 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 8.5 FT2846 BLK 8.5 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR VH BLACKINTON COLING A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7.5	FT2846 BLK 7.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR VH BLACKINTON COLING A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9		3024590-003 8	FT2846 BLK 8 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9 UNDER ARMOUR 3024590-003 9.5 FT2846 BLK 9.5 M \$70.00 \$59.50 \$56.00 A2875 TWO PARALLEL BUGLES 15/16IN COLLAR V H BLACKINTON COLING. A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 8.5	FT2846 BLK 8.5 M	\$70.00	\$59.50	\$56.00
A2875 TWO PARALLEL BUGLES 15/16IN COLLAR V H BLACKINTON CO. INC. A2875 GP 7A2450 2 GP \$15.20 \$12.92 \$12.00	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9	FT2846 BLK 9 M	\$70.00	·	
TO THE REPORT OF THE PROPERTY	UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9.5	FT2846 BLK 9.5 M	\$70.00	\$59.50	\$56.00
INSIGNIA V H BLACKINI ON CO. INC. A28/5 GP ZA2450 Z GP \$15.20 \$12.92 \$12.00	A2875 TWO PARALLEL BUGLES 15/16IN COLLAR	V II DI ACKINTONI CO INC	A2075 CD	742450 2.00	¢1F 20	¢12.02	¢12.00
Interesting.	INSIGNIA	V H BLACKINTON CO. INC.	A28/5 GP	ZAZ450 Z GP	\$15.20	\$12.92	\$12.00
Blackinton 2-Crossed Bugles Pin - PAIR V H BLACKINTON CO. INC. J52 GO CB058 GLD \$7.80 \$6.63 \$6.00							
Blackinton 3-Crossed Bugles Pin PAIR V H BLACKINTON CO. INC. J53 GO CB059 GLD \$7.80 \$6.63 \$6.00	Blackinton 2-Crossed Bugles Pin - PAIR	V H BLACKINTON CO. INC.	J52 GO	CB058 GLD	\$7.80	\$6.63	\$6.00

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Blackinton 4-Crossed Bugles Pin PAIR	V H BLACKINTON CO. INC.	J54 GO	CB060 GLD	\$7.80	\$6.63	\$6.00
Blackinton 5-Crossed Bugles Pin PAIR	V H BLACKINTON CO. INC.	J55 GO	CB061 GLD	\$7.80	\$6.63	\$6.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-26-2	LP855 BLK BRS 26	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-28-2	LP855 BLK BRS 28	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-30-2	LP855 BLK BRS 30	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-32-2	LP855 BLK BRS 32	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-34-2	LP855 BLK BRS 34	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-36-2	LP855 BLK BRS 36	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-38-2	LP855 BLK BRS 38	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-40-2	LP855 BLK BRS 40	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-42-2	LP855 BLK BRS 42	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-44-2	LP855 BLK BRS 44	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-46-2	LP855 BLK BRS 46	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-48-2	LP855 BLK BRS 48	\$46.00	\$39.10	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-50-2	LP855 BLK BRS 50	\$48.00	\$40.80	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-52-2	LP855 BLK BRS 52	\$50.00	\$42.50	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-56-2	LP855 BLK BRS 56	\$54.00	\$45.90	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-60-2	LP855 BLK BRS 60	\$58.00	\$49.30	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-26-2C	LP855 BLK NKL 26	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-28-2C	LP855 BLK NKL 28	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-30-2C	LP855 BLK NKL 30	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-32-2C	LP855 BLK NKL 32	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-34-2C	LP855 BLK NKL 34	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-36-2C	LP855 BLK NKL 36	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-38-2C	LP855 BLK NKL 38	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-40-2C	LP855 BLK NKL 40	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-42-2C	LP855 BLK NKL 42	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-44-2C	LP855 BLK NKL 44	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-46-2C	LP855 BLK NKL 46	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-48-2C	LP855 BLK NKL 48	\$46.00	\$39.10	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-50-2C	LP855 BLK NKL 50	\$48.00	\$40.80	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-52-2C	LP855 BLK NKL 52	\$50.00	\$42.50	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-54-2C	LP855 BLK NKL 54	\$52.00	\$44.20	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-56-2C	LP855 BLK NKL 56	\$54.00	\$45.90	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-58-2C	LP855 BLK NKL 58	\$56.00	\$47.60	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-60-2C	LP855 BLK NKL 60	\$58.00	\$49.30	\$37.00
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718915	LR213 BLK BW 24	\$38.66	\$32.86	\$19,50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718917	LR213 BLK BW 26	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718919	LR213 BLK BW 28	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718921	LR213 BLK BW 30	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-32	LR213 BLK BW 30	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-34	LR213 BLK BW 32	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-36	LR213 BLK BW 36	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-38	LR213 BLK BW 38	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-40	LR213 BLK BW 40	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-42	LR213 BLK BW 42	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-44	LR213 BLK BW 42	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-46	LR213 BLK BW 44	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-48	LR213 BLK BW 48	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-50	LR213 BLK BW 48	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-52	LR213 BLK BW 50	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-54	LR213 BLK BW 52	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-56	LR213 BLK BW 54	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-58	LR213 BLK BW 58	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT 1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC BOSTON LEATHER INC	6606-3-60	LR213 BLK BW 58	\$30.85	\$26.22	\$19.50
1-1/ZIN LEATHER GARRISON BELT	DUSTON LEATHER INC	0000-3-00	FLY TO DEK BAN PA	330.85	\$20.22	\$13.2U

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1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-62	LR213 BLK BW 62	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-64	LR213 BLK BW 64	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-66	LR213 BLK BW 66	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-68	LR213 BLK BW 68	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-74	LR213 BLK BW 74	\$38.28	\$32.54	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-28-GLD	LR213 BLK BWBR 28	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-30-GLD	LR213 BLK BWBR 30	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-32-GLD	LR213 BLK BWBR 32	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-34-GLD	LR213 BLK BWBR 34	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-36-GLD	LR213 BLK BWBR 36	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-38-GLD	LR213 BLK BWBR 38	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-40-GLD	LR213 BLK BWBR 40	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-42-GLD	LR213 BLK BWBR 42	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-44-GLD	LR213 BLK BWBR 44	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-46-GLD	LR213 BLK BWBR 46	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-48-GLD	LR213 BLK BWBR 48	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-50-GLD	LR213 BLK BWBR 50	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-56-GLD	LR213 BLK BWBR 56	\$30.97	\$26.32	\$19.50
BLACKINTON NAMETAG 5/8IN X 2 1/2IN ONE LINE	V H BLACKINTON CO. INC.	J3 1LN GLD PLSH CB	NT097 GLD PLSH CB	\$15.40	\$13.09	\$13.00
BLACKINTON NAMETAG 5/8IN X 2 1/2IN ONE LINE	V H BLACKINTON CO. INC.	J3 1LN SIL PLSH CB	NT097 SIL PLSH CB	\$15.40	\$13.09	\$13.00
POLY CROSSOVER TIE W/ COVERED SNAP	SAMUEL BROOME UNIFORM ACCESSOR	90156-BLK	UA033 BLK	\$6.99	\$5.94	\$4.00
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90129 BLK	UA495 BLK LNG	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90111 BLK	UA495 BLK REG	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90135 BLK	UA495 BLK SHT	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90133 001	UA495 BLK XLN	\$10.99	\$9.34	\$6.50
A2874 TWO CROSSED HORN COLLAR INSIGNIA	V H BLACKINTON CO. INC.	A2874 GP	ZA2242 2874 GP	\$15.20	\$12.92	\$12.00
B544 SM SHIELD BADGE	V H BLACKINTON CO. INC.	B544 HG	BC161 HG	\$122.00	\$103.70	\$90.00
B544 SM SHIELD BADGE	V H BLACKINTON CO. INC.	B544 RG	BC161 RG	\$122.00	\$103.70	\$90.00
B484 MALTESE CROSS BADGE	V H BLACKINTON CO. INC.	B484 HG	BC186 HG	\$108.50	\$92.23	\$82.00
B484 MALTESE CROSS BADGE	V H BLACKINTON CO. INC.	B484 RG	BC186 RG	\$108.50	\$92.23	\$82.00
RES Q ME	Resqme, Inc.	15.100.01	FE388 BLK	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.03	FE388 PNK	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.07	FE388 RED	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.09	FE388 YEL	\$12.95	\$11.01	\$9.30
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIBM-CL	FE955 BLK	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIRM-CL	FE955 RED	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIWM-CL	FE955 WHT	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIYM-CL	FE955 YEL	\$19.99	\$16.99	\$16.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL 2X	GL336 YEL 2X	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL LG	GL336 YEL LG	\$34.99	\$29.74	\$29.00

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RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL MD	GL336 YEL MD	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL SM	GL336 YEL SM	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL XL	GL336 YEL XL	\$34.99	\$29.74	\$29.00
HEL-FIRE FIREFIGHTER KEVLAR GLOVE HOLDER	ERMALINDA M LESLIE	GL376	GL376	\$13.99	\$11.89	\$11.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832154	KN633 BKOR	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	831741	KN633 BLK	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832344	KN633 BLU	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832772	KN633 GRN	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832173	KN633 TAN	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR-BOX	LEATHERMAN TOOL GROUP INC	831741-BF	KN633BF BLK	\$89.95	\$76.46	\$74.00
VENTURE PACK	Condor Outdoor Products Inc	160-002	NY680 BLK	\$95.95	\$81.56	\$79.00
VENTURE PACK	Condor Outdoor Products Inc	160-001	NY680 OD	\$95.95	\$81.56	\$79.00
VENTURE PACK	Condor Outdoor Products Inc	160-800	NY680 SOCP	\$139.95	\$118.96	\$112.00
LEATHERMAN WAVE PLUS W/NYLON SHEATH	LEATHERMAN TOOL GROUP INC	832531	KN1902 SIL	\$109.95	\$93.46	\$79.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-002	BG1172 BLK	\$77.95	\$66.26	\$64.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-001	BG1172 OD	\$77.95	\$66.26	\$64.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-800	BG1172 SOCP	\$120.95	\$102.81	\$92.00
CONVOY OUTDOOR PACK (TAN498)	Condor Outdoor Products Inc	169-498	BG1172 TAN	\$77.95	\$66.26	\$64.00
5.11 FAST-TAC 12 BACKPACK	5.11 Inc.	56637-019-1 SZ	BG1852 BLK OSFA	\$77.00	\$65.45	\$65.45
5.11 FAST-TAC 12 BACKPACK	5.11 Inc.	56637-134-1 SZ	BG1852 KAN OSFA	\$77.00	\$65.45	\$65.45
TACTICAL BACKPACK	S H RESOURCE CO, LTD.	BG847 BLK	BG847 BLK	\$56.99	\$48.44	\$46.00
TACTICAL BACKPACK	S H RESOURCE CO, LTD.	BG847 OD	BG847 OD	\$56.99	\$48.44	\$46.00
GALLS DUFFEL W/BLK ACCENTS	S H RESOURCE CO, LTD.	BG186 LG BLK	BG186 LG BLK	\$54.99	\$46.74	\$46.00
GALLS DUFFEL W/BLK ACCENTS	S H RESOURCE CO, LTD.	BG186 MD BLK	BG186 MD BLK	\$43.99	\$37.39	\$37.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	·					
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 100 M	FW109 BLK 10 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE						
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 100 W	FW109 BLK 10 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE						
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 100 XW	FW109 BLK 10 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE						
The state of the s	WEINBRENNER SHOE COMPANY, INC.	804-6191 105 M	FW109 BLK 105 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP			_			
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 105 W	FW109 BLK 105 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP						
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 105 XW	FW109 BLK 105 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	<u> </u>			·	·	·
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 110 M	FW109 BLK 11 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	,			<u> </u>	·	· ·
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 110 W	FW109 BLK 11 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	, ,				,	,
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 110 XW	FW109 BLK 11 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEITER STOE COMPANY, INC.	004 0131 110 XV	1 00 103 BER 11 X00	Q100:00	7155.00	Ģ145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 115 M	FW109 BLK 115 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEITER STOE COMPANY, INC.	004 0151 115 111	1 11 10 5 5 2 11 11 11 11	Ψ100100	7155100	Ģ145100
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 115 W	FW109 BLK 115 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	TEMBREMIER SHOE COMI ANT, INC.	007-0151 115 44	. WIOS DER IIS W	7100.00	9133.00	ÿ143.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 115 XW	FW109 BLK 115 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WELINDREININER SHOE CONFAINT, INC.	904-0131 113 VAA	LANTOS DEK TTS VAA	3100.00	\$133.00	3143.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	MEINDRENNED CHOE COMPANY INC	804-6191 120 M	FW109 BLK 12 M	\$180.00	\$1E2.00	\$14F 00
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	904-0191 120 IVI	LANTOR BEK 15 IAI	\$190.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	MEINING CHOC COMPANY 1212	004 C101 120 W	FW/400 BLV 43 14/	6100.00	Ć152.00	Ć14F 00
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 120 W	FW109 BLK 12 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	MEINING CHOC COMPANY 1212	004 C404 430 VIII	FW400 BLV 43 304	Ć100.00	Ć152.00	Ć14F 00
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 120 XW	FW109 BLK 12 XW	\$180.00	\$153.00	\$145.00

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DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 130 M	FW109 BLK 13 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 130 W	FW109 BLK 13 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 130 XW	FW109 BLK 13 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 140 M	FW109 BLK 14 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 140 W	FW109 BLK 14 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 150 M	FW109 BLK 15 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 150 W	FW109 BLK 15 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 40 M	FW109 BLK 4 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE ZID	WEINBRENNER SHOE COMPANY, INC.	804-6191 40 W	FW109 BLK 4 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 45 M	FW109 BLK 45 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 45 W	FW109 BLK 45 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 50 M	FW109 BLK 5 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 50 W	FW109 BLK 5 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 55 M	FW109 BLK 55 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 55 W	FW109 BLK 55 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 60 M	FW109 BLK 6 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 60 W	FW109 BLK 6 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 65 M	FW109 BLK 65 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 65 W	FW109 BLK 65 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 70 M	FW109 BLK 7 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 70 W	FW109 BLK 7 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 70 XW	FW109 BLK 7 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 75 M	FW109 BLK 75 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 75 W	FW109 BLK 75 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 75 XW	FW109 BLK 75 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 80 M	FW109 BLK 8 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 80 W	FW109 BLK 8 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC. WEINBRENNER SHOE COMPANY, INC.	804-6191 55 W 804-6191 60 M 804-6191 60 W 804-6191 65 M 804-6191 70 M 804-6191 70 W 804-6191 75 M 804-6191 75 W 804-6191 75 W 804-6191 75 XW	FW109 BLK 55 W FW109 BLK 6 M FW109 BLK 65 M FW109 BLK 65 W FW109 BLK 7 M FW109 BLK 7 W FW109 BLK 75 M FW109 BLK 75 W FW109 BLK 75 XW FW109 BLK 75 XW FW109 BLK 75 XW	\$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00 \$180.00	\$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00 \$153.00	\$145.0 \$145.0 \$145.0 \$145.0 \$145.0 \$145.0 \$145.0 \$145.0 \$145.0

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DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 80 XW	FW109 BLK 8 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE						
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 M	FW109 BLK 85 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 W	FW109 BLK 85 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEINDREINIER STOE COMPANY, INC.	004 0151 05 11	1 W 103 DER 03 W	V100100	Ψ133.00	ψ145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 XW	FW109 BLK 85 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	,			·		,
DEUCE WP 8″ COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 M	FW109 BLK 9 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE						
TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 W	FW109 BLK 9 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 XW	FW109 BLK 9 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEINBREINIER SHOE COMPANT, INC.	804-0191 90 XVV	FVV103 BLK 3 AVV	\$180.00	\$155.00	\$145.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 M	FW109 BLK 95 M	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEINDRENNER SHOE COMPANT, INC.	804-0191 95 W	PW109 BLK 95 W	\$180.00	Ģ133.00	Ş143.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 W	FW109 BLK 95 W	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEINDREINIER SHOE COMPANT, INC.	804-0191 95 W	PW103 DLK 33 W	\$180.00	Ģ133.00	3143.00
DEUCE WP 8″ COMPOSITE SAFETY TOE	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 XW	FW109 BLK 95 XW	\$180.00	\$153.00	\$145.00
TACTICAL SIDE-ZIP	WEINDREINIER SHOE COMPANT, INC.	804-0131 33 XVV	PW103 DLK 33 AVV	·	Ģ133.00	Ş143.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-12	GL144 BLK 2X	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-10	GL144 BLK LG	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-09	GL144 BLK MD	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-08	GL144 BLK SM	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-11	GL144 BLK XL	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-12	GL144 RED 2X	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-10	GL144 RED LG	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-09	GL144 RED MD	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-08	GL144 RED SM	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-11	GL144 RED XL	\$22.99	\$19.54	\$18.00
ADVANCED TACTICAL KNEEPADS	Vista Outdoor Sales, LLC	808300BK	TE577 BLK	\$27.99	\$23.79	\$23.00

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



Rachel Laurie Riddle Chief Examiner

September 1, 2023

To Whom It May Concern,

Alabama Municipalities

Alabama County Commissions

City and County Boards of Education

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, 2024**. 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. <u>See</u> Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that BuyBoard its awarding authorities, 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.

***Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), Ala. Code 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(1)(1) and (2), Ala. Code 1975, as amended by Act 2023-497.

Mailing Address:

P.O. Box 302251

Montgomery, AL 36130-2251

Telephone (334) 242-9200 Fax (334) 242-1775 www.examiners.alabama.gov 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:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date ordinance Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 10:58 AM

AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2024, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows;

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2024, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

"A"

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same Intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south. Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue: thence southeastwardly along the east and north property lines of College

Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast comer of the Craftview Court Subdivisions; thence directly eastwardly to the point of intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

"B"

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

"C"

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway I-65 to the point of beginning.

"D"

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and

southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south. Range 1 west to the point of beginning.

"E"

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south. Range 2 west and run east along the north line of Section 1, Township 4 south. Range 2 west and Section 6, Township 4 south. Range 1 west, to the west line of Interstate Highway 1,-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of interstate Highway 1-65; run thence southwestward along the east line of interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

"F"

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5. Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi-public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

"G"

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 south. Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company: thence west along said property line 180 feet, more or less, to a

point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a point; thence turn a 90 degree 00' angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast comer of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-ofway of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-ofway; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south. Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast comer of the southeast quarter of Section 10, Township 3 south. Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south. Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate

line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of Engineers: run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to. the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that deannexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast comer of Section 2, T3S-R1W, Mobile, County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line rightof-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line rightof-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36' 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N: 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections 10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, .Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest comer of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 875.05 feet to the point of beginning. Described area contains 1,081 acres, more or less.

"H"

Commencing at the intersection of the southern margin of Dog River and the east rightof-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning: thence fun south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger's Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest comer of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway: thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

"["

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast comer of the southeast quarter of the southeast quarter of Section 7 and the point of beginning: thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of Section 7; thence run north along, the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter of the northwest quarter of the northwest quarter of the northwest comer of the northwest

quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

"J"

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south. Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

"K"

All of River Oaks Subdivision as recorded in Map Book 76, Page 83. All of Riverchase Estates as recorded in Map Book 69, Page 10. All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

"L"

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN

THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET. MORE OR LESS: RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87" 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02" 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10. TOWNSHIP 4 SOUTH, RANGE 3 WEST. MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET. MORE OR LESS; RUN THENCE SOUTH 69" 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12" 35' 14" EAST FOR 338.00 FEET; MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD: RUN THENCE NORTH 64" 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET. MORE OR LESS; RUN THENCE SOUTH 00" 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION. TRAINING CENTER: RUN THENCE SOUTH 00" 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET. MORE OR LESS: RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS. TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY: RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET. MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00" 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION. SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24.T4. SR3W: RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF: RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24. T4. SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W: RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8. SCHILLINGER PARK WEST: THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH. RANGE 3 WEST: THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION: THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEETTO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA: THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD: RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION: RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23. PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET. MORE OR LESS: RUN THENCE NORTH 04" 22' 03" EAST FOR 989.00 FEET, MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET. MORE OR LESS; RUN THENCE NORTH 00" 00' 00" EAST FOR 470.00 FEET. MORE OR LESS: RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET. MORE OR LESS: RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET. MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID

AIRPORT BOULEVARD FOR 260.00 FEET. MORE OR LESS: RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS. TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 4 SOUTH. RANGE 3 WEST. MOBILE CO. AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS. TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23. TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET. MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF, SAID SECTION 23: RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET. MORE OR LESS TO THE EAST RIGHTOF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00' 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO. AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1305.00 FEET. MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET. MORE OR LESS. TO THE SOUTHEAST. CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22: RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET. MORE OR LESS. TO THE EAST RIGHT-OF-WAY OF SNOW ROAD: RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS. TO THE POINT OF BEGINNING.

"M"

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest comer of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast comer of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35, to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

"N"

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B. C, D, E, and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows; From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast comer of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running thence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38

seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right, of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast comer of southeast quarter of Section 7. Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes-west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, thence run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a, distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest comer of the southeast quarter of Section 7, Township 4 south Range 2 west. Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point

of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

"O"

AREA A BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD: RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE. MOBILE COUNTY ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD: RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W: RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD: RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY. ALABAMA: RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W: RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S RSW; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF: RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W: RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT: THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24. TOWNSHIP 4 SOUTH. RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET. MORE OR LESS. TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66. PAGE 26: THENCE RUN SOUTH 00° 19' 38" WEST

ALONG THE PROJECTED WEST LINE OF LOT 1. L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1. L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF ,437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD: RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD: RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH: RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD: RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION A1MD ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534- IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD: THENCE RUN

NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1 AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4: RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION. AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE: RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380- 381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH: RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF

PARK AVENUE SOUTH. SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION: RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3. LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT: RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE: RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH: RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE: RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89. PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BERDIE BROADUS SUBDIVISION: RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE: RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31. OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2: RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT: RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST: RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4. BLOCK 3. W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT: RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIVISION: RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83° 09' 11" WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOTS; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4, BLOCK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4. PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

"P"

LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH. RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19. A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4. PAGES 614-615. PROBATE COURT RECORDS. MOBILE COUNTY, ALABAMA; THENCE RUN 500° 17' 00" E. ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89° 10' 34" E. 108.27 FEET TO A POINT; THENCE RUN S 89° 09' 51" W. 108.77 FEET TO A POINT; THENCE RUN N 00° 17' 00" W, 79.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES.

"Q"

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

SECTION 2: Pursuant to the provisions of Act No. 18. General Acts of Alabama, 1956. Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2024, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas, within the corporate limits of the City of Mobile, which areas are being

furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest comer of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest comer of Section 5 and the southwest comer of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest comer of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along, the north-south centerline of the northeast guarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad: run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said comer also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2024.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:		
City Clerk	 	



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Back-to-School event at Figures Park scheduled for Saturday, July 27, 2024.

Amount of Contract:

\$1230.00

Funding Source

Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

RESOLUTION - MOBILE PARKS & RECREATION Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

Accounting Baxter, Tracy

Approved

3/14/2024 - 12:32 PM

RESOLUTION

Sponsored by: Cory Penn, Councilmember District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,230.00 be transferred from the District 1 General Fund, Discretionary Account DSC-01 from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Back-to-School event scheduled for Saturday, July 27, 2024.

Adopted:		
City Clerk		



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 12:51 PM

RESOLUTION

Sponsored by: Councilmember William 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: Iron Hand Brewing, LLC

Location: Second Annual Iron Hand Homebrew Festival

208 North Joachim Street

Mobile, AL 36603

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT I

WILLIAM CARROLL DISTRICT 2

N. DENNOLD

BEN REYNOLDS
DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2024	NEW APPLICATION	2024 - 5631	121594	2	March 19, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

		8		
Alabama Alcoholic Beverage				
PO Box 1151 Montgomery A	AL 36101			
Gentleman,				
The City Council of the City o	of Mobile does hereby c	onsent to the ap	pplicant referenced below, which i	is located within the
City's corporate limits, to the	issuance of:			
License Type(s)				
	140 - SPECIAL EVEN	ITS RETAIL		
Legal Business Name				
	IRON HAND BREWIN	NG LLC		
Trade Name (DBA)				
	SECOND ANNUAL IF	RON HAND HO	MEBREW FESTIVAL	
Location Address				
	208 NORTH JOACHII	M STREET		
City, State, Zip Code				
City, state, 24p code	MOBILE AL	36603		
Comments			Yours Very Truly,	
			Mobile City Council President	
			Widdle City Council Fresident	
Applic	cant/POA Signature		Date	



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL

district 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2024	NEW APPLICATION	2024 - 5631	121594	2	March 19, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board				
Alabama Alcoholic Beverage	Control Board			
PO Box 1151 Montgomery	AL 36101			
Gentleman,				
The City Council of the City of	of Mobile does hereby conse	ent to the applicant referenced below, which is located within the		
City's corporate limits, to the	issuance of:			
License Type(s)				
	140 - SPECIAL EVENTS F	RETAIL		
Local Duning on Money				
Legal Business Name	IRON HAND BREWING LL	16		
	INCINITION DIRECTION CE			
Trade Name (DBA)	SECOND ANNUAL IRON I	HAND HOMEBREW FESTIVAL		
	SECOND ANNOAL INOIN	TIAND HOWEBILEW LESTIVAL		
Location Address				
	208 NORTH JOACHIM ST	REET		
City, State, Zip Code				
	MOBILE AL 366	603		
Comments		Yours Very Truly,		
		Mobile City Council President		
Applic	cant/POA Signature	Date		

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2024	NEW APPLICATION	2024 - 5631	121594	2	March 19, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

IRON HAND BREWING LLC

Trade Name (DBA)

SECOND ANNUAL IRON HAND HOMEBREW FESTIVAL

Location Address

208 NORTH JOACHIM STREET

City, State, Zip Code

MOBILE

AL 36603

Contact Person Information				
Name	Title	POA	Phone	Email
BENJAMIN W ROSS	GENERAL MGR	YES		IRONHANDBREWING@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business?

12/06/2018

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner
Revenue Department Representative

Owner(s)	, Partner(s) or Officer(s) Inf	ormation	Co	py of Driver's Lice	ense Must Be Provided for ea	ch Person
Full Name (I	ast, First, Middle)		Title		Driver's License (State, Number)	
	WILLIAMS, REBECCA RUTH			MEMBER)
Home Addre	ess (Street Address, Apt/Unit #)	Annual Annua	City		State Zin Code	-
Date of Birth	Place of Birth (City, State, Nation)	-	Social Seco	urity Number	Moduciphone assumer	200
	•					
Have you be	en charged (whether convicted or not) with If Yes, Law Violation	any law violation(s) in the Arresting Agency	he last ten (10) y	ears? Arrest Date	Disposition	
NO						
Do you have	any existing State of Alabama ABC license If Yes, Legal Business Name	(s) with any entity in you Business DBA	r name?	Physical Location A	ddress (Street, City, Zip Code)	
YES	IRON HAND BREWING LLC	IRON HAND BRE	WING LLC	206 STA	TE STREET MOBILE 36	603
Full Name (Last, First, Middle)		Title		Driver's License (State, Num	per)
	THOMAS, JOSHUA ER	В		MEMBER		
Home Addr	ess (Street Address, Apt/Unit#)		City		State Zip Code	
					FL	
Date of Birth	Place of Birth (City, State, Nation)		Social Sec	urity Number	Mobile/Phone Number	
riave you be	een charged (whether convicted or not) with		he last ten (10) ş			
NO	If Yes, Law Violation	Arresting Agency		Arrest Date	Disposition	
1000000	e any existing State of Alabama ABC license	(e) with any antity in you	r nama?			
Do you have	If Yes, Legal Business Name	Business DBA	ir name:	Physical Location A	Address (Street, City, Zip Code)	
NO						
	Attorney (POA) Information		C		ense Must Be Provided for e	
Full Name	(Last, First, Middle) ROSS, BENJAMIN WAYNE	Title	RAL MGR	Date of Birth	Driver's License (State, Num	ber)
Home Add	ress (Street Address, Apt/Unit#)	City.		State	lip Code Phone N	umber
Н	as anyone, including manager or applica	nt, had a City of Mobile	e, Federal/State	license suspended, re	evoked or declined? NO	
Has a	liquor, wine, malt or brewed beverage lie	cense for these premises	s ever been deni	ed, suspended, surre	ndered or revoked? NO	
Are the a	pplicants named in this application, the	only person(s), in any n	nanner, interest	ed in the business so	aght to be licensed? YES	

Applicant/POA Initials

Application Date	Application Type		Application 1	Number	License Account#	Council District	Council Agenda Date
03/13/2024	NEW APPLICAT		2024 -	5631	121594	2	March 19, 2024
License Type Applied for with Alabama ABC Board			2nd Licer	ise Type Applied for with	Alabama ABC Board		
140 - SPECIAL I	EVENTS RETAIL						
Business Info	A COLUMN TO THE PARTY OF THE PA						
Legal Business Nam	e			Trade Na	me (DBA)		
	IRON HAND BRE	WING LLC		SECO	OND ANNUAL IRON	HAND HOME	BREW FESTIVAL
Business Structure T	Ype		Incorporatio	n Date	SOS Entity ID	State	County.
LLC - LIMITED L	IABILITY COMPA	ANY	01/22/2	2016	357-112	AL	MOBILE
Federal Tax ID (FEI	N)	Alabama State Sales	Tax ID	Business	Phone Number		
83-27	89046	R009845	466	(2	51) 725-6912		
Physical Address (S	treet Address, Suite#)			City		State	Zip Code
					MOBILE	AL	
Mailing Address (St	reet Address, Suite #, P	O Box)		City		State	Zip Code
	206 STATE S	TREET			MOBILE	AL	36603
Primary Business A	ctivity at the Location	Explain (other)		If Location	on Transfer, Previous Stree	t Address and Zip C	ode
OTHER		FESTIV	AL	N/A			
Contact Person Info	ormation		Leave I	Dhama	I Email		
Name		Title		Phone	Email		
BENJAMI	N W ROSS	GENERAL MGR	YES		RON	HANDBREWIN	G@GMAIL.COM
	BC License, Previo	us Licensee Inforn	nation	Tanda Ma	ame (DBA)		
Legal Business Nam	N/A			Trade Na	ame (DBA)		
ABC License Type				License N	Number	Any ABC Pendi	ng Actions
Land/Building	Information						
Do you (the app	licant) own or leas	e the property?	RENT/LEAS	E - SIGN	ED and NOTARIZE	D LEASE ATTA	CHED
Property Owner Na	me and/or Contact Per	son Name		Property	Owner Phone Number	Property Owner	Email
ECD S	STATE STREET F	PROPERTIES LLO	С			ERIC@EMPLO	YEEFIDUCIARY.COM
Property Owner Ma	ailing Address (Street A	ddress, Suite #, PO Box	r)	City	-	State	Zip Code
	250 STATE S	STREET			MOBILE	AL	36603
Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	Туре	License Covers	
14,600	16	YES	NO	SINGLE	STRUCTURE	OTHER STR	JCTURE
	Do	the premises hav	e a fully equ	ipped/op	perational kitchen?	NO	
Is	the business used	to habitually and	principally	provide	food to the public?	NO	
Is the bu	siness equipped v	vith services and	facilities for	on prem	ises consumption?	YES	
	W	ill the business be	e operated p	rimarily	as a package store?	NO	
		VARIABLE SERVICE AND THE SERVI					7.

Applicant/POA Initials

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used 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 the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile 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 officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

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.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Owner/Applicant POA Signature

MAR 13, 2024

in to and subscribed before me this 13

day of March

20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

State of Alabama - State at Large My Commission Expires Nov. 19, 2025

November 19, 2025

CITY OF MOBILE REVENUE DEPARTMENT

March 13, 2024



SPEC EVNT - IRON HAND HOMEBREW FESTIVAL

208 NORTH JOACHIM STREET

MOBILE, AL 36603 USA

ACCOUNT NUMBER: 121594 TERRITORY 2

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
			BILLED	DUE	DUE	PAID
490	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240306100324809

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State:

County:

Applicant: IRON HAND BREWING LLC

Transfer Fee:

Location Address: 208 N JOACHIM ST VACANT PARKING LOT

Trade Name: SECOND ANNUAL IRON HAND HOMEBREW FESTIVAL Filing Fee: \$50.00

MOBILE, AL 36603

Mailing Address: 206 STATE ST

MOBILE, AL 36603

County: MOBILE

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 357-112

Do vou sell Draft Beer?:

Date Incorporated: 01/22/2016 State incorporated: Al

County Incorporated: MOBILE

Date of Authority: 01/22/2016

Federal Tax ID: 83-2789046

Alabama State Sales Tax ID: R009845466

Name:	Title:	Date and Place of Birth:	Residence Address:
JOSHIIA FRB THOMAS	MEMBER		- ,
REBECCA RUTH WILLIAMS	NEMBER		-

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: BENJAMIN ROSS Business Phone: 251-725-6912

Home Phone: 251-229-9882

Cell Phone: 251-229-9882 E-mail: CAVEDIVE66@GMAIL.COM

Fax:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1: License 2:

Applicant:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240306100324809

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: ECD STATE ST PROPERTIES

727-688-2120

What is lessors primary business? FINANCIAL SERVICES

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? 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: 14600

Display Square Footage:

Building seating capacity: 16

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



Submitted to Local Government:

Received in District Office:

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240306100324809

Initial each Signature page In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. 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. 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. In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. 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. 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. 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): BENSOMIN W. Ross POA Signature of Applicant: Notary Name (print): SANDY DURHAM Notary Signature: Commission expires: NOTARY PUBLIC ALABAMA - STATE AT LARGE My Comfaignion Basice Chepa pleasas: Forwarded to District Office: Application Taken:

Reviewed by Supervisor:

394

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Confirmation Number: 20240306100324809



Agent's Initials:

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 04/06/2024 Ending Date: 04/06/2024

Special terms and conditions for special event/special retail:

EVENT TO BE HELD IN PARKING LOT AT 208 N JOACHIM ST. THERE WILL BE BEER, WINE AND CIDER. ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: EVENT TO BE HELD IN PARKING LOT AT 208 N JOACHIM ST. THERE WILL BE BEER, WINE AND CIDER. ENTRANCE/EXITS WILL BE CONTROLLED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.



ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102 PHONE 334.676.6000 / ALEA.GOV KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

April 11th, 2022

Ms. Williams,

The ALEA Criminal Justice Information Services 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 Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE Operations Commander Criminal Justice Information Services Division Alabama State Bureau of Investigation TCN NAME:WILLIAMS.REBECCA RUTH CERTIFIED COPY OF ALEA DOCUMENT ABI RESULT: IDENT SIC 04-11-2022 11:04 ALLEA0049 *ATN/TCN8002202775 *OPR/AFIS *FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *-CIVIL APPLICANT RESPONSE- REPORT DATE: 04-11-2022 * *NAME STATE ID NO. FBI ID NO. *WILLIAMS, REBECCA RUTH AL02878157 POB *SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR 501 145 BRO BLN KY *SOCTAL SECURITY SCARS-MARKS-TATTOOS THE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION ******************* *LAST PAGE ON SID SEQ # 520 MRI #

Florida Department of Law Enforcement Criminal History Services P.O. Box 1489 Tallahassee, FL 32302 #C-119825

IRON HAND BREWING, LLC BENJAMIN ROSS 206 STATE STREET MOBILE, AL 36603

> IRON HAND BREWING, LLC BENJAMIN ROSS 206 STATE STREET MOBILE, AL 36603

FLORIDA DEPARTMENT OF LAW ENFORCEMENT CRIMINAL JUSTICE INFORMATION SYSTEMS

SHIELD CRIMINAL RECORD CHECK SYSTEM

TODAYS DATE: 03/31/2022

ID ORGANIZATION

C00068029 IRON HAND BREWING, LLC

ADDRESS: ATTN: BENJAMIN ROSS

206 STATE STREET MOBILE, AL 36603

BATCH NUMBER: 20220330001 RECEIVED DATE: 03/30/2022

TOTAL TRANSACTIONS: 1

ERRORS: 0

PROCESSED:

CRIMINAL HISTORIES: 0

IN PROGRESS: 0

The Florida Department of Law Enforcement (FDLE), Division of Criminal Justice Information Services (CJIS), is the central repository for criminal history information for the State of Florida. In addition to maintaining criminal history information, it is our responsibility to provide public access to this information when requested.

In accordance with s. 943.053 (3), Florida Statutes, a State of Florida background check will include the following:

- Fingerprint based arrest information received by FDLE from State of Florida law enforcement agencies;
- All felony and serious Florida arrests not sealed or expunged;
- Arrest information includes date of arrest, arresting agency, charge, and charge level;
- Final judicial outcome as reported to FDLE by county Clerk of Court offices including prosecuting agency, court disposition, plea, sentence date, and confinement date (if applicable); and
- Juvenile arrest information provided the same offense would be a felony if committed by an adult.

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files.

Please keep in mind that when fingerprints are not submitted, the results are based on the name and other identifying information. Since some persons have similar or identical descriptors, fingerprints may be necessary to positively state whether it is the same individual.

If you have any questions on your State of Florida criminal history results, please contact a member of the Criminal History Services section at (850) 410-8161.

**** TRANSACTION LISTING FOLLOWS ****

FLORIDA DEPARTMENT OF LAW ENFORCEMENT CRIMINAL JUSTICE INFORMATION SYSTEMS

SHIELD CRIMINAL RECORD CHECK SYSTEM

****** * TRANSACTION LISTING FOR C00068029 *

CUSTOMER: IRON HAND BREWING, LLC BATCH: 20220330001

¢:

SEQ-NBR APPLICANT NAME	RESULT	DOB	RAC	SEX	SSN	CONTROL NBR
1 WILLIAMS, REBECCA RUTH	NO RECORD		; ∶	F;		·

END OF TRANSACTIONS **END OF TRANSACTIONS** **END OF TRANSACTIONS**



Florida Department of Law Enforcement

Richard L. Swearingen Commissioner Criminal Justice Information Services Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 410-7100 www.fdle.state.fl.us Ron DeSantis, Governor Ashley Moody, Attorney General Jimmy Patronis, Chief Financial Officer Nikki Fried, Commissioner of Agriculture

March 31, 2022

IRON HAND BREWING, LLC BENJAMIN ROSS 206 STATE STREET MOBILE, AL 36603

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

REBECCA RUTH WILLIAMS

Race - White

Sex - Female

DOE

SSN -

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

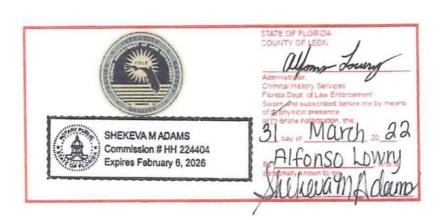
Sincerely,

Alfonso Lowry

Criminal Justice Information Analyst I

Criminal History Services

AL/rr





U.S. Department of Justice

Federal Bureau of Investigation Criminal Justice Information Services Division Clarksburg, WV 26306

JOSHUA ERB THOMAS C/O: BENJAMIN ROSS 206 STATE STREET MOBILE, AL 36603

Date: 04-01-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JOSHUA ERB THOMAS

Search Completed Result

04-01-2022 E2022091000000096491

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.

Date of Birth:

Social Security number:

XX

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.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Scott A. Rago / Section Chief

Biometric Services Section Criminal Justice Information Services Division

LIMITED POWER OF ATTORNEY

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that IRON HAND BREWING, I.L.C, (hereinafter "IRON HAND") organized and existing under the laws of the State of Alabama constitutes and appoints Benjamin W. Rosz as true and lawful agent and Altorney-in-Fest (herein called my "Attorney") with full power of substitution, for IRON HAND in its name, place and stead to do every act of every kind with the respect to the banales, application or renewal of Alabama Beverage Control liquor licenses and business itemses for the manufacture, wholessle, warehousing and/or retail sale of alcoholic beverages applied for in the name of IRON HAND and to act on its behalf in any and all counties and/or ritles in the States of Alabama with regard to the transaction of business with regard to the transaction of business with regard to the transaction of or renewal of said licenses including signing documents with respect to the above-described matters, transfer, application or renewal of said licenses including signing documents with respect to the above-described matters.

Pursuant hereto, my said Attorney may take any and all such actions on behalf of IRON HAND as its Attorney-in-Fract. No person dealing with IRON HAND's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic sels performed by IRON HAND's said Attorney shall be sa final and birding upon IRON HAND's interest in the transfer as if performed by IRON HAND.

This Special Power of Attorney may be revoked by IRON HAND in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall viliate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for one year from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by IRON HAND's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from IRON HAND that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or conferred herein or any of them have of the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date and continuing effect of this Limited Power of Attorney shall be as valid and enforceable as the original.

of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of Arguert, 2018.

IKON HAND BREWING, LLC

As Its: CHIEF EXECUTIVE MANAGER.

Rebecca R. Williams

STATE OF ALABAMA COUNTY OF MOBILE

I, ADVIDED. Its and send of the same of the same voluntarily for the same bears date.

BREWING, LLC, an Alabama limited liability company, is signed to the foregoing assignment and who is known to me, assignment, the same on this day, that being informed of the contents of said assignment, helshe, as such officer and with a same on this day, that being informed of the contents of said assignment, helshe, as such officer and with a same on this day the same bears date.

Oiven under my hand and official notarial seal this the day of 10012+12018.

Moters Public

My Commission Expires: 8/2/2023

ANJULIE VYOLBERG My Commission Equas 8/03/2022 My Commission Equas 8/03/2022



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 fites must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the engropriste filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) resistered office is/will be

2016001138 1/3 Ek: LR7337 Pg:111 Document Type: LAOR

Mobile County, Alabama I hereto cartify this instrument illed on : 01/80/2016 02:59:10 PA Con Davis, Probata Judgo pen vavis, Prof Deed Tax: Fortgies Tax: Hingral Tax: No Tax: Judge Fee: S.R. Fee: Surcharge Fee: Remarding Fee: 19TKL:

(For County Probate Office Use Only)

located. Make a senarate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

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 Alahama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations): Iron Hand Brewing, LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item I above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

Rebecca R. Williams 301 N. 57th Ave. Penascola, FL 32508

CERTIFIED TRUE COPY Probate Court of Mobile County, Al

Don Davis, Juda

Jee Met ı le

LLC Cert of Formation - 3/2015

Signature

Alabama Sec. Of State New Entity 357-112 1/22/2016 Date 17:00 3 Pg Time 160323 \$100.60 \$.00 \$.00 Exp 6100.88 Tota1 02/083

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3.	The name of the Registered Agent located at the	Registered Office (only one agent):	
	Michele Strong	<u> </u>	
	Street (No PO Boxes) address of Registered Office (
	204 Westwood Street, Mobile, AL 38506		
	Mailing address in Alabama of Registered Office	e (if different from street address):	
4.	The undersigned certify that there is at least one	member of the limited liability company.	
5.	Check only if the type applies to the Limited Lin	ability Company being formed:	
	Series LLC complying with Title 10A, Chap	oter 5A, Article 11	
	Professional LLC complying with Title 10A	, Chapter 5A, Article 8	
6.	6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Proba or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12		
	The undersigned specify		
m	Attached are any other matters the member nust be attachments with the filing).	rs determine to include herein (if this item is checked there	
	01 106,2016	felow ? wie	
D	Date (MM/DD/YYYY)	Signature as required by 10A-5A-2.04	
	:	Rebecca R. Williams Typed Name of Above Signature	
		Organizer Typed Title (Organizer or Attorney-in-fact)	
Å	Additional Organizers/Attomey-in-facts may sign	(add additional sheets if necessary).	

LLC Cert of Formation - 3/2015

Page 2 of 2

STATE OF ALABAMA CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

PURPOSE: To change an emity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity Identification (ID) number.

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.sos.alabama.gov Click on Business Services (below the picture) then Click on Business Entity Search, click on Entity Name, type the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number (item 1 below). If you click on that number, you can view the Business Entity Details page to

(For SOS Office Use Culy)

determine that you have located the correct entity. This varification step is strongly recommended - refunds will not be made if you use the wrong number.

Mail two copies of this filing and the \$25.00* fee to the Secretary of State, Business Services Division, PO Box 5616, Montgomery, Alabama, 36103-5616. You may pay by check, money order, or credit card. You may email your filing to miscellaneous filings@sos.alabama.gov_ if you are paying with a credit card. Your change will not be indexed if the credit card does not authorize and will be removed if the check is dishonored (\$30 fee).

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed or laser printed.

	Alabama Entity ID Number (Format: 000-000): 357 - 112 The change will not be processed without this number.
2.	The name of the entity as registered with the Secretary of State of Alabama:
	Iron Hand Brewing, LLC
3.	The name of the Registered Agent currently registered for this entity with the Secretary of State of
	Alabama: Michela Strong
	Street (No PO Boxes) address of the Registered Office: 204 Washwood Street, Mobile, Al. 36606
	Mailing address of Registered Office (if
	different from street address):

ند Page 1 of AAY 1 5 2019

SECRETARY OP STATE

OF ALABAMA

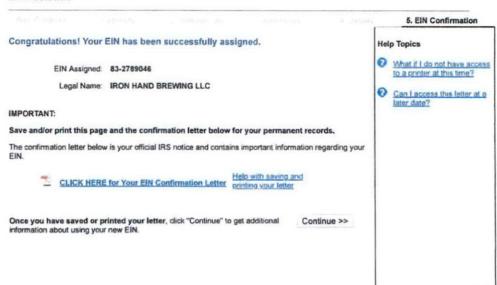
Agent/Office Address Change - 1/2019

CHVACE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

Small:
Expedited processing is requested and the fee is included. Please email the copy of the filed change to the following
Repects R. Williams, Chief Executive Meneging Member Typed Name <u>and</u> Title of Signature for Entity
Signature of Nor Registance Agent
The Recent
Date Date Typed Name of Agent (Individual or Entity)
(emity name in blank).
Ly the undersigned, consent to appointment as registered agent for 1000 Hand Brawns, U.C.
Signature of Person Authorized to Sign per 10.4-1-4.01, Alabama Code
Med Colored Property
Date Typed Name and Title of Signature for Entity Below
05 / 13 / 2019 Rebecca R. Williams, Chief Executive Managing Member
the undersigned, certify that any change specified in this document is authorized by the entity.
The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same and located in Alabama.
Change the mailing address of the Registered Office (if different from street address) to:
POBBE TA
Change the street (No PO Boxes) address in Alabama of the Registered Office to: 450 Charles Street Mobile.
Reberca R. Willams The new registered agent must alga the consent to appointment on page two prior to filing.
Change the name of the Registered Agent (must be located in Alabama) for this entity to:



EIN Assistant





SALES TAX LICENSE State of Alabama

Alabama Department of Revenue

ISSUED TO:

IRON HAND BREWING LLC

ACCOUNTANCE	ACCOUNTANUMBER	EFFECTIVEDATE	EXPIRATION DATE
SLS	R009845466	01/1/2024	12/31/2024

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

Derrick Coleman

Deputy Commissioner

NAICS CODE: 312120

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

206 STATE ST MOBILE AL 36603-6423



LEGAL DESCRIPTION OF PROPERTY

CITY of MOBILE ALCOHOLIC BEVERAGE 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.

AND ASSESSMENT OF STREET	TE & JOACHIM STS FOR POB OF PP	TY HEREIN DESC TH RUN ELY ALG S
RWL OF STATE ST 96 FT 7 15 MIN 05 SEC RUN SLY A 90 DEG 51 MIN 15 SEC RUN 89 DEG 08 MIN 45 SEC RU	TO PT BEING AT W FACE OF BRICK LLG W/L OF SD BRICK WALL 74.20 I N ELY ALG S/L OF BRICK WALL 36.3 IN SLY 56 FT TO PT TH WITH ENC A	WALL TH WITH AN ANG OF 89 DEG FT TO PT WITH DEFL ANG TO LT TO B FT TO PT TH WITH AN ENC ANG OF NG OF 89 DEG 88 MIN & 10 SEC RUN Y E ALG RWL OF JOACHIM ST 127.60
	Ownership Type Comp.	any Name
The above described proper	erty is Owned Leased to/by	Iron Hand Brewing, LLC
Who has applied for an ALABAM	A ALCOHOLIC BEVERAGE LICENSE at the	above described location.
hereby agree to allow the appli- for sale of alcohol is being consider		notifying the general public than an application
	OTICE sign will be posted and will NOT be re on is approved by the City of Mobile City Co	
Sworn to and subscribed b	pefore me this day of	20
Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
	ECD State Street Properties, LLC	
	Owner of Property (Signature)	Applicant Name (Signature)
	Street Address	Street Address
	250 State Street	206 State Street
	City. State, Zip	City. State. Zip
	Mobile AL 36	603 Mobile AL 36603
	Date Agreement Signed	Date Agreement Signed

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 - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

COM AT SE COR OF STATE & JOACHIM STS FOR POB OF PPTY HEREIN DESC TH RUN ELY ALG S RWL OF STATE ST 96 FT TO PT BEING AT W FACE OF BRICK WALL TH WITH AN ANG OF 89 DEG 15 MIN 05 SEC RUN SLY ALG W/L OF SD BRICK WALL 74.20 FT TO PT WITH DEFL ANG TO LT TO 90 DEG 51 MIN 15 SEC RUN ELY ALG S/L OF BRICK WALL 36.8 FT TO PT TH WITH AN ENC ANG OF 89 DEG 08 MIN 45 SEC RUN SLY 56 FT TO PT TH WITH ENC ANG OF 89 DEG 88 MIN & 10 SEC RUN WLY 130.78 FT TO PT ON E RWL OF JOACHIM ST TH RUN NLY E ALG RWL OF JOACHIM ST 127.60 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 002

The above described property is (1) owned, (N) leased, (1) sub-leased, or otherwise surrendered of Benjaming Russ — who has applied for an Alabama Alcoholic Beverage License at the above foculum.

Sworm to and subscribed before me this 47th day of March, 2002—

Notary Public — Property Owner — Date

Tenant Troop was Blowing, we Tenant Troop was Blowing, we Tenant Troop was Blowing, we Tenant Troop was Blowing, we

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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.

remoye the sign after the app	plication is c	ensidered i	by the City.	
2/4/24	29	3/s	· 	
Date /	Owner of I	roperty (S	ignature)	
/ /	En		000	
	Print Nam	e of Prope	ty Owner	
	_75))	the St	
	Address	_		_
	14.	<u>, _</u>	A/	36603
	City		State	Zip
I agree that I will no responsible for reimbursing				le's sign, and I will be
	410 010 011		,	oigh it it is dissatable.
Feb 292024	/:	XXX	_	
Date	Applicant'	s Signatur	e	
	سسب	_	W. Ros	· S
	Print Nam		•	
	206	STAT	E 5T	-
	Address	•		
	Mob.	<u> </u>	M	36603
	City		State	Zip

My Place

Information for address: 208 N JOACHIM ST

Parcel Information:

Key / ID:

00734735 / R022906400002063.000

Owner:

Ecd State Street Properties Llc 250 State St

Mobile, Al 36603

Subdivision:

Jurisdiction:

City of Mobile

- Historic District:
 Detonti Square
- Neighborhood Renewal District:
 Nbrhd Revital Strat Area
- Revenue District:

2

- Township/Range/Section: 4s1w14
- Tract Census 2010: 000200
- Zipcode:

Mobile

XY Location(NAD83 State Plane Al West 102 Ft): X: 1797091.096

Y: 253211.419

Zoning:

Check zoning on Planning & Zoning

Services:

· Fire District:

Fire Central Station 3

. Garbage Pickup Day:

Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

· Police Precinct / Beat:

Precinct - 5 / Beat - 50

. Trash Pickup Day/ Unit:

Monday North - biweekly / Td-5

Community Action Group: N/A



Political:

City Council District:

2 - William Carroll

• County Commissioner District: 1

State House District: 97

. State Senate District: 33

School:

 Elementary School District: Howard

High School District:
 B C Rain

 Middle School District: Calloway Smith

School Board District: 4

Flooding Information:

Flood Zone:

Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various

MULLEI



Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 - SPECIAL EVENTS RETAIL

IBON HVAD BREMING FTC

Legal Business Name

Trade Name (DBA)

RECORD VALANT IBOA HVAD HOMEBE

Location Address

508 NORTH JOACHIM STREET

Notice Post Date @ Location

Application Mumber

V707/81/80

2024 - 5640

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

March 19, 2024

57

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

R Shawn Skinner

Revenue Department Representative

Applicant/POA Signature

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, conspicuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. 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.

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

IRON HAND BREWING LLC dba second annual iron hand homebrew festival

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at 208 NORTH JOACHIM STREET, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

March 19, 2024

- b) In addition to the published notice required, the 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 the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such 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 published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

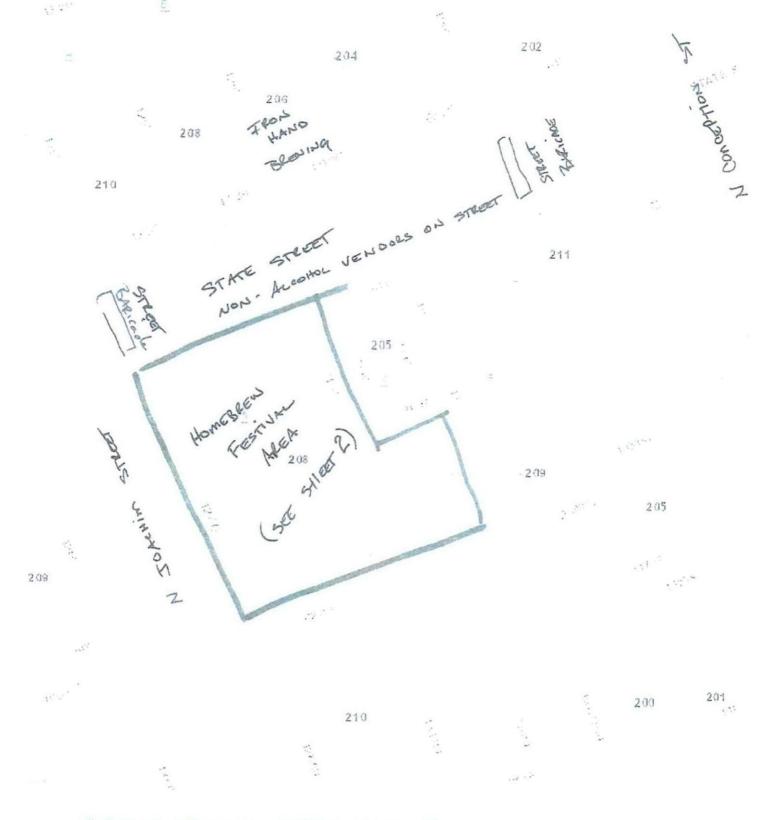


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

		Application Type		Transfer - Li	cense?	Description/Typ	pe e	
Sole Proprietorship		New Business		VNo □	Yes		Convenience/Grocery Store	
✓ Limited Liability Con	npany (LLC)	New Owner				-	Lounge/Bar	
Corporation		Location Change		Relocation	Date		Store Restaurant	
						✓ Other	Brewpub	
License Type Applied for with Al						1		
010 - Lounge Retail Liquor (Class I) 011 - Lounge Retail Liquor (Class II) - Package Store 020 - Restaurant Retail Liquor								
040 - Retail Beer (On/Of	f Premises) 05	0 - Retail Beer (Off Pr	emises Only	y) 🗌 060 I	Retail T	able Wine (On	/Off Premises)	
070 - Retail Wine (Off Pro	emises Only) 🔲 0	90 - Wholesale - Beer	100 - W	holesale - Wi	ne 🗌	110 - Wholesa	le - Beer & Wine	
√ 140 - Special Events Reta	ail 🗌 160 - Specia	Events - More than 3	30 Days	200 Manufa	acturer	220 Brew	vPub	
Legal Business Name				Trade Name	(DBA)			
Ir	on Hand Brewing,	LLC						
Company Physical Address (Stre	et Address, Suite #)			City		State	Zip Code	
	206 State Street	t		Mobil	e	AL	36603	
Business Contact Person Informati	on							
Name		Title	Phone		Email			
		I .						
Benjamin W.	Ross	General Manager	251-72	25-6912		ironhandbrewi	ing@gmail.cem	
Benjamin W.			251-72	25-6912		ironhandbrewi	ing@gmail.com	
Benjamin W. URBAN DEVELOPMENT DE	PARTMENT USE ON	LY					502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage	PARTMENT USE ON	LY Parking Required	251-72			Zoning	Approved	
Benjamin W. URBAN DEVELOPMENT DE	PARTMENT USE ON	LY					502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage	PARTMENT USE ON	LY Parking Required				Zoning	502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage A	PARTMENT USE ON	LY Parking Required				Zoning	502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage A Comments	PARTMENT USE ON	Parking Required				Zoning	502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage	PARTMENT USE ON Parking Provided	Parking Required				Zoning	502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage	PARTMENT USE ON Parking Provided	Parking Required //A				Zoning T- 4	502.3-2	
Benjamin W. URBAN DEVELOPMENT DEI Building Sq Footage	PARTMENT USE ON Parking Provided //A TDOOR G	Parking Required	Compliance	9		Zoning T- 4	502.3-2	



SELOND FUNDA INON HAND HOMEBREN FESTIVEL 208 N. JONEHIM ST. MOBILE, KL 36603 Apple 6, 2024

SHEET #1

אלמר הי בסבת Z#_12045 205 N JOACHIN ST; MODIL, AL 36603 My Sony Enoug CH1009 3 TEV 412009 GA1004 1200 MS 1 502 -200 2100 PAIN TE 31412 012-002 122012 3TA 72 0 807 g; 99 907



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Director Rob Laski, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Justice (DOJ), Office of Violence Against Women (OVW) in the amount of \$500,000.00 in support of the FY 2024 Local Law Enforcement Grants for the Enforcement of Cybercrimes Program. There is no match requirement.

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$500,000.00 Matching Funds 0

ATTACHMENTS:

Description Type Upload Date Resolution Resolution Letter 3/14/2024

REVIEWERS:

Departme	nt Reviewer	Action	Date
Accountin	ng Threadgill, Randy	Approved	3/14/2024 - 2:12 PM
Legal	Kern, Chris	Approved	3/14/2024 - 3:00 PM
Legal	Kern, Chris	Approved	3/14/2024 - 3:01 PM
Mayors Office	Barber, James	Approved	3/15/2024 - 9:21 AM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the Mayor is authorized to apply, accept and receive from the

U.S. Department of Justice (DOJ), Office on Violence Against Women (OVW),

grant assistance in the amount of \$500,000.00 in support of the FY 2024 Local

Law Enforcement Grants for the Enforcement of Cybercrimes Program. There

is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be

authorized to accept said grant if offered and to sign any agreements or other

documents in connection with the grant application and to provide any

information required by the U.S. Department of Justice, or the Office of Violence

Against Women. Any agreements for grant assistance, together with the

exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

421



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Chief Morris, Mobile Fire-Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Transportation (DOT) in the amount of \$85,000.00 in support of the FY 2024 Pipeline Emergency Response Grant Program. There is no match requirement.

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$85,000.00 Matching Funds 0

ATTACHMENTS:

Description Type Upload Date Resolution Resolution Letter 3/14/2024

REVIEWERS:

Departme	ent Reviewer	Action	Date
Accountin	ng Threadgill, Randy	Approved	3/14/2024 - 2:11 PM
Legal	Kern, Chris	Approved	3/14/2024 - 3:00 PM
Legal	Kern, Chris	Approved	3/14/2024 - 3:00 PM
Mayors Office	Barber, James	Approved	3/15/2024 - 9:21 AM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the Mayor is authorized to apply, accept and receive from the

U.S. Department of Transportation (DOT), Pipeline Emergency Response Grant

(PERG), grant assistance in the amount of \$85,000.00 in support of the FY 2024

Pipeline Emergency Response Grant Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be

authorized to accept said grant if offered and to sign any agreements or other

documents in connection with the grant application and to provide any information

required by the U.S. Department of Transportation, Pipeline Emergency

Response Grant. Any agreements for grant assistance, together with the

exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/19/2024

Funding Source

Project # 952 Minor Street - ME-130-23

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

Demolition - 952 Minor Cover Memo 3/11/2024

Street

REVIEWERS:

Department Reviewer Action Date

Municipal Gauthier, Lana Approved 3/14/2024 - 11:16 AM

RESOLUTION

Sponsored by: Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code.

Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the

accessory structure at 952 MINOR STREET has been found by the Code Official of the City of

Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with

Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the

structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement

Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8 and 15; and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said

structure constitutes a public nuisance;

NOW. THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 952 MINOR STREET

described as:

LOT 12 & 13 BLK 2 TOULMINVILLE HGTS DBK 130 PG 276 #SEC 44

T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 048

Last Assessed to: SMITH WILLIE MURPHY & WILLIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that

it is a public nuisance and a blighted property, and it is hereby ordered that said structure be

demolished in accordance with the terms of said Chapter 52, Article II of the Mobile City Code,

"Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution

by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of

Probate of Mobile County, Alabama.

425

Adopted:		
-	City Clerk	

MUNICIPAL ENFORCEMENT DIVISION

March 11, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director

Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for Tuesday, March 19, 2024.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **952 MINOR STREET.** OWNED BY OR MAY HAVE AN INTEREST: **SMITH WILLIE MURPHY & WILLIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 024 048 COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile Blight Survey -Re-Check

Report Date -	
Report Date	

Property Address

952 MINOR STREET

	Pr	operty Details		
arcel Key		Local Historic Registry	N	
Status	Scored	National Historic Registry	N N	
Blight Zone	YES	Central Business District		
Structure Type	R			
	S	urvey Results		
Danger to Adjoin Property	N	Tax Delinquent	N	
Danger to Public ROW	N	Code Violations	Y	
Danger to Human/Life/Health	N	Utilities Disconnected	Y	
Contributing Structure	N	Water Penetrating Structure	Y	
Vacant	Y	Fire Damage	Y	
Open Bldg Permits	N	Roof Damage	Y	
Bldg Open To Public	Y	Wall Compromised	Y	
Proximity to Blight	Y	Foundation Compromised	N	
Survey Date	11/06/2023	Comments		
	P	roperty Score		
Score	79	Score Description	DEMO	

REVIEW COMMITTEE

DEMOLITION DATE 11-6-63

NUISATCE ABATEMENT INSPECTION CHECKLIST

MEO:	M. Davis	.1	,			01/22	/2024	024		
Proper	tv Address:	952 Minor St	reet				District No: _	1		
	e nominal stre			s exceeded by nom	inal loads,					
□2. Th	e anchorage of resisting a	of the floor or roo	of to walls or color load effects.	umns, and of walls	s and colur	mns to	foundations is	not		
⊠ 3. Str	ructures or cor	mponents thereo	f that have reach	ed their limit state						
⊠4. Sid doors a	ding and maso nd skylights a	onry joints include re not maintaine	ling joints betwe d, weather resist	een the building envant or water tight.	velope and	the pe	erimeter of win	dows,		
	ructural memb I loads and loa		idence of deterio	oration or that are n	ot capable	e of saf	ely supporting	all		
⊠6. Fo breaks,	oundation systemate are not proper	ems that are not rly anchored or a	firmly supported are not capable of	d by footings, are not supporting all no	ot plumb a minal load	and fre	e from open cr resisting all loa	acks and ad effects.		
cracks of	or breaks and	nat are not ancho loose or rotting r sisting all load e	naterials, are no	g and supported ele t properly anchored	ements or donare no	are not ot capal	plumb and fre ble of supporti	ee of holes, ng all		
any por	tion of the roo	of framing that is	s not in good rep	s that admit rain, re pair with signs of do ads and resisting al	eterioration	n, fatig	inadequate dra ue or without	ainage, or proper		
signs of	ooring and flo f deterioration g all load effe	or fatigue, are n	ts with defects to properly anch	hat affect serviceal nored or are incapa	oility or flo ble of sup	ooring porting	components the	at show pads and		
□10. Vanchore	□ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly network or that are anchored with connections not capable of supporting all nominal loads and resisting all load ffects.									
awning	☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, wnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connection to capable of supporting all nominal loads and resisting all load effects.									
and har	ndrails, are no	decks, porches, t structurally sou ninal loads and re	ind, not properly	ll similar appurtena anchored or that a effects; or	ances attac	ched the	ereto, includin n connections r	g guards not capable		
□13. Canchore effects.	ed, or that are	oling towers, smo	okestacks and sign onnections not c	milar appurtenance apable of supporti	es not struc ng all nom	cturally ninal lo	sound or not ads and resisti	properly ng all load		
cornice other th	s, porches, tri	m, balconies, de stant woods, sha	cks and fences,	ncluding but not lin shall be maintained from the elements a	d in good o	conditi	on. Exterior su	rfaces,		

☑15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

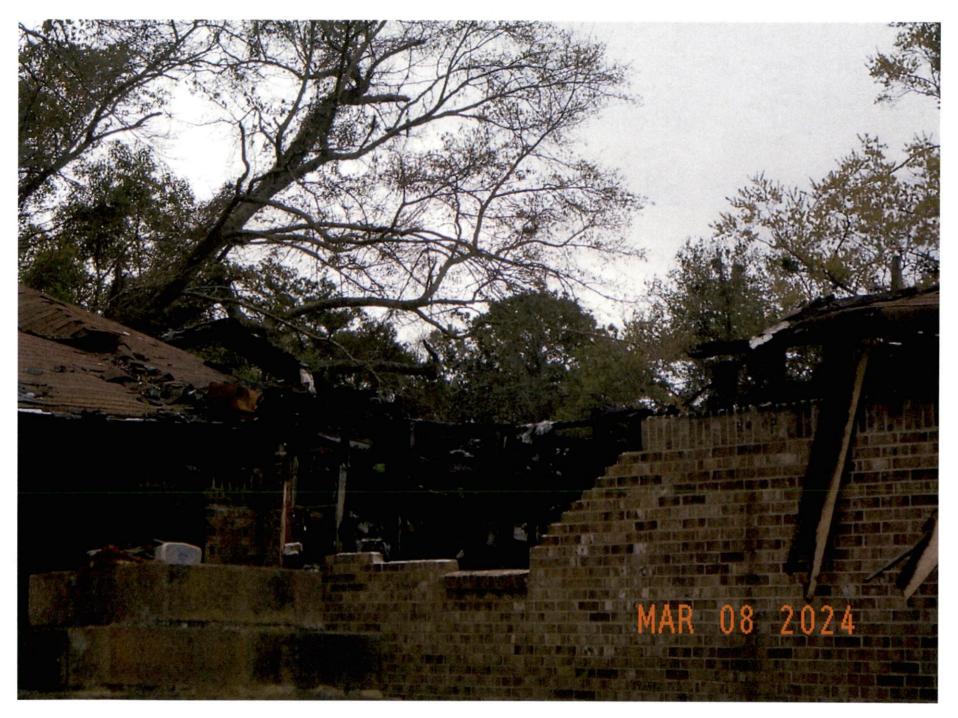












Affidavit of Mailed Notice



March 11, 2024

State of Alabama County of Mobile

Subject Property – 952 Minor Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 13 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure Municipal Enforcement



James Smith, Odell Smith, Jimmie Lee Smith and Tona Smith 952 Minor Street Mobile, AL 36617-2927

January 23, 2024

RE: 952 Minor Street

Project Number: ME-130-23

Dear James Smith, Odell Smith, Jimmie Lee Smith and Tona Smith:

On January 22, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 952 Minor Street.

I. <u>PROPERTY</u> The legal description of the Property is as follows:

LOT 12 & 13 BLK 2 TOULMINVILLE HGTS DBK 130 PG 276 #SEC 44 T45 R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 048

- II. <u>VIOLATIONS</u> At this location, the Municipal Enforcement Officer observed the following:
 - ☑ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
 - □ high weeds and grass; and/or
 - an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- Sub-section: (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

- III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:
 - a) Repair the structures / and or building by March 18, 2024, which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by March 18, 2024, provide the Code Official with a work plan to accomplish the repairs by March 18, 2024, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by March 18, 2024, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. NOTICE is hereby given that on March 19, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
 - ☑ Repaired; or,
 - ☑ Demolished/removal of debris
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. MUNICIPAL ACTION Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. <u>LIEN</u> If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. FORECLOSURE AND SALE Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully

Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEL!

RE: 952 Minor Street Date: January 4, 2024

FROM: Ashley Parker, Real Estate Dept.

Municipal Enforcement Division TO:

Title Report effective date: November 18, 2023

Per the Title Report, the owners are: Heirs of Willie Lee Smith DOD 2/20/2013 (Right of Survivorship Willie Murphy Smith DOD 3/14/1985)

Notes: Could not locate son Paul Ruffin listed as son on Willie Murphy Smith, Jr's Obit

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

Lee Smith and Tona Smith 952 Minor St Mobile AL 36617-2927

James Smith, Odell Smith, Jimmie Heirs - Subject Property/Location address per Revenue Commission - LexisNexis address good 10/2023 Phone numbers 251-656-0163, 334-456-9365,

334-476-1611

Ceasar Smith 914 Donald St Mobile AL 36617-2910 Heir - LexisNexis address good 10/2023 Phone number - 251-476-7510

Ceasar Smith 1329 Basil St Mobile AL 36603-5488 LexisNexis address good 2019

Percy Smith and Doldlan Smith 2018 Good St Mobile AL 36617-2820

Heirs - LexisNexis address good 10/2023 Phone number 251-382-2211, 251-447-5403, 251-591-5884

Doldlan Smith 1511 Union St Mobile AL 36617-1823 LexisNexis address good 9/2022

Doldlan Smith 6 2451 St Stephens Rd Mobile AL 36617-3550 LexisNexis address good 6/2022

7 Jacqueline White 1519 Union St Mobile AL 36617-1823 Heir – LexisNexis address good 11/2023 Phone numbers 251-472-7572, 251-599-6931, 251-229-1131

8 Yvonne Smith and Jairus Lamar 2653 Farnell Dr Mobile AL 36605-2770 Heirs – LexisNexis address good 11/2023 Phone number 251-479-5248, 251-459-9269

9 Ebony Matlock 2543 Ardmore St SE Grand Rapids MI 49506-4969 Heir – LexisNexis address good 10/2023 Phone numbers 615-633-3305, 616-915-4664, 616-272-9926

10 Ebony Matlock1036 Alexander St SEGrand Rapids MI 49507-1477

LexisNexis address good 5/2020

11 Tona Smith 2909 Berkley Ave Mobile AL 36617-1624 Payer of taxes and mailing address on Revenue Commission website from 2022-2024 LexisNexis address good 11/2023 Phone number 251-406-1177

12 Tona Smith 2107 Butler St Mobile AL 36617-1642 LexisNexis address good 2022

13 Tona Smith 1216 Wellington St Mobile AL 36617-2707 LexisNexis address good 2022

TAX STATUS: TAXES ARE DELINQUENT AND ACCRUING PENALTY AND INTEREST UNTIL MAY LIEN SALE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Willie Murphy Smith & Willie Lee Smith, filed November 8, 2023, recorded November 14, 2023, instrument number 2023067177.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember - William Carroll Distict 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/19/2024

Funding Source

Project # 550 Osage Street - ME-140-23

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

Demolition - 550 Osage Street Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Municipal Gauthier, Lana Approved 3/14/2024 - 11:34 AM

RESOLUTION

Sponsored by: William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code,

Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the

accessory structure at 550 OSAGE STREET has been found by the Code Official of the City of

Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with

Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the

structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement

Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7 and 8; and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said

structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED. BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 550 OSAGE STREET

described as:

N 150 FT OF LOT 46 BLK 1 NE ESES 2ND ADD TO TOULMINVILL E MBK 4/250 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 072

Last Assessed to: WATTS PATRICIA J

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that

it is a public nuisance and a blighted property, and it is hereby ordered that said structure be

demolished in accordance with the terms of said Chapter 52, Article II of the Mobile City Code,

"Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution

by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of

Probate of Mobile County, Alabama.

443

Adopted:		
	City Clerk	

MUNICIPAL ENFORCEMENT DIVISION

March 11, 2024



TO:

Lisa Lambert, City Clerk

FR:

Gary Jackson, Deputy Director

Municipal Enforcement

RE:

Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for Tuesday, March 19, 2024.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **550 OSAGE STREET**. OWNED BY OR MAY HAVE AN INTEREST: **WATTS PATRICIA J** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 022 072 COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile **Blight Survey Rentals 2023**

Report Date:

Friday, July 28, 2023

Property Address

550 OSAGE ST

Property Details

PARCEL KEYX

00684977

PROPERTY STATUS

COMPLETE

BLIGHT ZONE

STRUCTURE TYPE

Residential

LOCAL HISTORIC REGISTRY

NATIONAL HISTORIC REGISTRY

COUNCIL DISTRICT

2

FLOOD ZONE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Υ
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Υ
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Υ
VACANT	Υ	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Υ
BUILDING OPEN TO THE PUBLIC	Υ	WALL COMPROMISED	Υ
PROXIMITY TO BLIGHT	A	FOUNDATION COMPROMISED	Υ
SURVEY DATE	7	COMMENTS	

Property Score

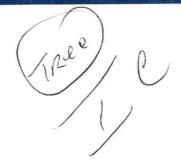
SCORE

81

SCORE DESCRIPTION

Demo

Notes



REVIEW COMMITTEE

SECURE

DEMOLITION A

APPROVAL DATE 11-14-23

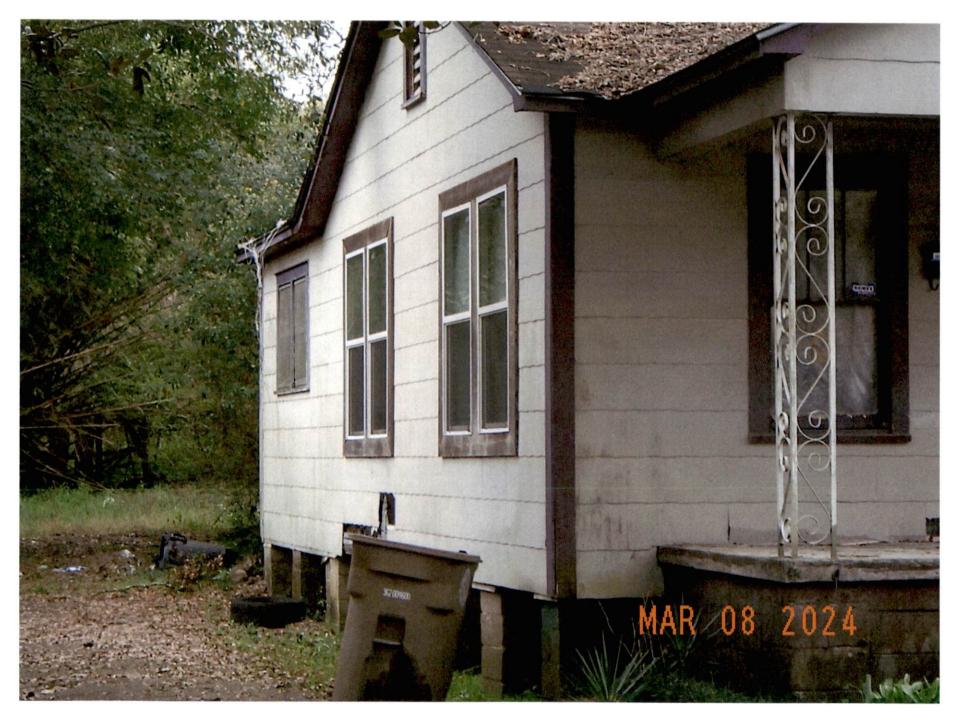
NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO:	M. Davis		Date:	01/11/2024	
		550 Osage Street		District No: _	2
	he nominal stre		mber is exceeded by nominal loa	ids, the load effects or th	e required
□2. Ti capable	he anchorage of of resisting a	of the floor or roof to walls Il nominal loads or load ef	s or columns, and of walls and co	olumns to foundations is	not
⊠ 3. St	tructures or con	mponents thereof that have	e reached their limit state.		
⊠4. Si doors a	iding and masc and skylights a	onry joints including joints are not maintained, weathe	s between the building envelope ar resistant or water tight.	and the perimeter of win	dows,
	tructural membal loads and loa		deterioration or that are not capa	ible of safely supporting	all
⊠6. Fo	oundation system, are not proper	ems that are not firmly sup rly anchored or are not cap	pported by footings, are not plum pable of supporting all nominal le	nb and free from open croads and resisting all loa	acks and ad effects.
cracks	or breaks and	nat are not anchored to sup loose or rotting materials, sisting all load effects.	oporting and supported elements are not properly anchored or are	or are not plumb and fre not capable of supporting	ee of holes, ng all
any po	rtion of the roo	of framing that is not in go	defects that admit rain, roof surfaced repair with signs of deteriora inal loads and resisting all load e	tion, fatigue or without j	iinage, or proper
signs c	looring and flo of deterioration ng all load effe	or fatigue, are not proper	efects that affect serviceability or ly anchored or are incapable of s	flooring components the supporting all nominal lo	at show pads and
□10. anchor	ed or that are a	es, belt courses, corbels, to anchored with connections	rim, wall facings and similar dec s not capable of supporting all no	corative features not proportion and loads and resisting	perly ag all load
awning	gs, fire escapes	s, standpipes and exhaust of	uding, but not limited to, trash ch ducts not properly anchored or th d resisting all load effects.	nutes, canopies, marquee nat are anchored with con	es, signs, nnections
and ha	ndrails, are no	, decks, porches, balconies of structurally sound, not p ninal loads and resisting a	s and all similar appurtenances at roperly anchored or that are anch ll load effects; or	ttached thereto, including nored with connections r	g guards 10t capable
□13. anchor	red, or that are	oling towers, smokestacks anchored with connection	and similar appurtenances not st ns not capable of supporting all n	tructurally sound or not pominal loads and resisting	properly ng all load
cornic other t	es porches tri	im, balconies, decks and for istant woods, shall be prot	Paces, including but not limited to ences, shall be maintained in goo ected from the elements and dec	od condition. Exterior su	irtaces,
□15.	Yard is overgr	own with weeds and/or co	overed with litter, debris and jun	k.	



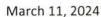








Affidavit of Mailed Notice



State of Alabama County of Mobile

Subject Property – 550 Osage Street.



My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all <u>4</u> parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,

Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure Municipal Enforcement



Patricia J. Watts & Ryan Hayward 550 Osage Street Mobile, AL 36617-3834

January 23, 2024

RE: 550 Osage Street

Project Number: ME-140-23

Dear Patricia J. Watts & Ryan Hayward:

On January 11, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 550 Osage Street.

I. PROPERTY The legal description of the Property is as follows:

N 150 FT OF LOT 46 BLK 1 NE ESES 2ND ADD TO TOULMINVILL E MBK 4/250 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 072

- II. <u>VIOLATIONS</u> At this location, the Municipal Enforcement Officer observed the following:
 - ☑ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
 - □ high weeds and grass; and/or
 - an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II. "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☑ Sub-section: (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

- III. <u>REMEDIES</u> Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:
 - a) Repair the structures / and or building by March 18, 2024, which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by March 18, 2024, provide the Code Official with a work plan to accomplish the repairs by March 18, 2024, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by March 18, 2024, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. NOTICE is hereby given that on March 19, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☑ Repaired; or,
- ☑ Demolished/removal of debris
- VI. APPEAL An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. MUNICIPAL ACTION

 Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. <u>LIEN</u> If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. FORECLOSURE AND SALE Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE:

550 Osage Street

Date: December 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 30, 2023

Per the Title Report, the owner is: Patricia J. Watts (by survivorship) and Clarence Watts, Jr. (DOD 12/17/2006 - Listed possible relatives as the only address I was able to locate was the subject address.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

550 Osage St

Mobile AL 36617-3834

Patricia J. Watts & Ryan Hayward Fee simple owner/ Son listed as possible contact Revenue Commission website subject address and

mailing address good 2002-2024

Phone numbers 251-508-0245 and 251-457-3117 good 2021-2023, 251-648-2054, 251-591-9460,

251-406-2070

Monique Simone Murphy 2

2203 Gail Dr

Copperas Cove TX 76522-4033

Daughter of Patricia J. Watts Lexis address good 12/2023

Phone numbers 512-566-6339, 254-577-8172, 251-680-5685, 254-371-0878, 254-350-1374

Monique Simone Murphy 3

517 Saddle HL

Cibolo TX 78108-3657

LexisNexis address good 7/2023

Monique Simone Murphy 3434 Samuels St

Copperas Cove TX 76522-3802

LexisNexis address good 6/2021

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember - Josh Woods District 6

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/19/2024

Funding Source

Project # 320 Cody Road South - ME-165-23

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

Demolition - 320 Cody
Road South Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Municipal Gauthier, Lana Approved 3/14/2024 - 12:29 PM

RESOLUTION

Sponsored by: Josh Woods – District 6

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code,

Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the

accessory structure at 320 CODY ROAD SOUTH has been found by the Code Official of the City

of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with

Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the

structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement

Inspection Checklist/Exhibit A - No. 4, 5, 7, 8 and 15; and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said

structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 320 CODY ROAD

SOUTH described as:

LOT 36 BLK 6 HIGHLAND PARK MBK 4 PGS 380-381 #SEC 19 T4S

R2W #MP28 04 19 1 002

Parcel Number: 28 04 19 1 002 007

Last Assessed to: LAWLEY KENNETH B

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that

it is a public nuisance and a blighted property, and it is hereby ordered that said structure be

demolished in accordance with the terms of said Chapter 52, Article II of the Mobile City Code,

"Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution

by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of

Probate of Mobile County, Alabama.

459

Adopted:		
	City Clerk	

MUNICIPAL ENFORCEMENT DIVISION

March 11, 2024



TO:

Lisa Lambert, City Clerk

FR:

Gary Jackson, Deputy Director

Municipal Enforcement

RE:

Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for Tuesday, March 19, 2024.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **320 CODY ROAD SOUTH.**OWNED BY OR MAY HAVE AN INTEREST: **LAWLEY KENNETH B** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 19 1 002 007 COUNCIL DISTRICT 6 – JOSH WOODS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile Blight Survey -Re-Check

Report I	Date -		
repore	Juce		

Property Address

320 CODY ROAD SOUTH

	Pr	operty Details	
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		
	S	urvey Results	
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	12/04/2023	Comments	
	P	roperty Score	
Score	60	Score Description	DEMO

REVIEW COMMITTEE

SECURE

DEMOLITION

M

APPROVAL DATE

-11-23 C

NUISANCE ABATEMENT INSPECTION CHECKLIST

01/11/2024

MEO: M. Davis		Date: _	01/11/2024
Property Address: _	320 Cody Road South		District No:6
		is exceeded by nominal loads	s, the load effects or the require
	f the floor or roof to walls or co I nominal loads or load effects.		umns to foundations is not
□3. Structures or con	nponents thereof that have reach	hed their limit state.	
☑4. Siding and mason doors and skylights ar	nry joints including joints between not maintained, weather resis	een the building envelope an tant or water tight.	d the perimeter of windows,
	ers that have evidence of deterior deffects.	oration or that are not capable	e of safely supporting all
☐6. Foundation syste breaks, are not proper	ms that are not firmly supported ly anchored or are not capable of	d by footings, are not plumb of supporting all nominal loa	and free from open cracks and ads and resisting all load effects
☑7. Exterior walls the cracks or breaks and lend nominal loads and res ☐ The control of t	oose or rotting materials, are no	ng and supported elements or ot properly anchored or are n	are not plumb and free of hole ot capable of supporting all
any portion of the roo	ng components that have defect f framing that is not in good rep ble of supporting all nominal lo	pair with signs of deterioration	es with inadequate drainage, or on, fatigue or without proper ects.
☐9. Flooring and flooring and flooring of deterioration resisting all load effect	oring components with defects to or fatigue, are not properly and its.	that affect serviceability or formula that affect serviceability or fo	looring components that show oporting all nominal loads and
□10. Veneer, cornice anchored or that are as effects.	es, belt courses, corbels, trim, we nethored with connections not c	vall facings and similar decor apable of supporting all nom	rative features not properly ninal loads and resisting all load
awnings, fire escapes,	sions or projections including, standpipes and exhaust ducts r ting all nominal loads and resis	not properly anchored or that	tes, canopies, marquees, signs, t are anchored with connections
and handrails, are not	decks, porches, balconies and a structurally sound, not properly inal loads and resisting all load	y anchored or that are ancho	ched thereto, including guards red with connections not capab
□13. Chimneys, cool anchored, or that are a effects.	ing towers, smokestacks and si anchored with connections not	milar appurtenances not stru capable of supporting all nor	ncturally sound or not properly minal loads and resisting all loa
cornices, porches, trin	n, balconies, decks and fences, tant woods, shall be protected	shall be maintained in good	doors, door and window frames condition. Exterior surfaces, by painting or other protective

☑15. Yard is overgrown with weeds and/or covered with litter, debris and junk.











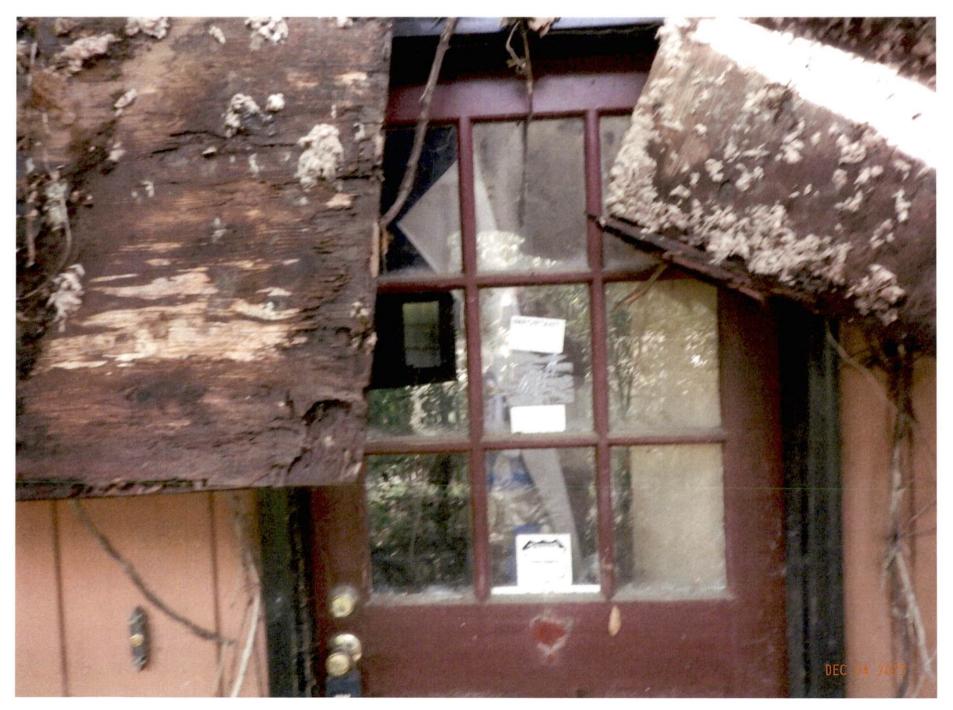




















Affidavit of Mailed Notice



March 11, 2024

State of Alabama County of Mobile

Subject Property - 320 Cody Road South.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all <u>3</u> parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

- (1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:
 - a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
 - b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
 - c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
 - d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
 - e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,

Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure Municipal Enforcement



Kenneth B. Lawley 320 Cody Road South Mobile, AL 36695-3409

January 23, 2024

RE: 320 Cody Road South

Project Number: ME-165-23

Dear Kenneth B. Lawley:

On January 11, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 320 Cody Road South.

PROPERTY The legal description of the Property is as follows:

LOT 36 BLK 6 HIGHLAND PARK MBK 4 PGS 380-381 #SEC 19 T4S R2W #MP28 04 19 1 002

Parcel Number: 28 04 19 1 002 007

- II. <u>VIOLATIONS</u> At this location, the Municipal Enforcement Officer observed the following:
 - ☑ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
 - ⋈ high weeds and grass; and/or
 - □ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- Sub-section: (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

- III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:
 - a) Repair the structures / and or building by March 18, 2024, which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by March 18, 2024, provide the Code Official with a work plan to accomplish the repairs by March 18, 2024, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by March 18, 2024, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

NOTICE is hereby given that on March 19, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☑ Repaired; or,
- ☑ Demolished/removal of debris
- VI. <u>APPEAL</u> An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. MUNICIPAL ACTION Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. <u>LIEN</u> If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. FORECLOSURE AND SALE Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 320 Cody Rd S

Date: December 27, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: M

Municipal Enforcement Division

Title Report effective date: December 5, 2023

Per the Title Report, the owner is: Kenneth B. Lawley

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Kenneth B. Lawley 320 Cody Rd S Mobile AL 36695-3409 Revenue Commission Location/subject address LexisNexis address good 6/2003 – 2022 Phone number 251-610-4379, 251-414-5644, and 256-549-0342

2 Kenneth B. Lawley 6529 Cedar Bend Ct Apt B Mobile AL 36608-5333 LexisNexis address good 9/2023 Revenue Commission address good 2004-2019

Kenneth B. Lawley
 835 N 36th St
 Gadsden AL 35904-1341

LexisNexis address good 11/2023 Revenue Commission address good 2020-2024

TAX STATUS: PAID CURRENT BY MORTGAGE COMPANY FOR 2023 TAXES

Parties with recorded liens per Title Report: NONE

Open Mortgages

Select Portfolio Servicing, Inc 3217 S Decker Lake Dr Salt Lake City UT 84119 Mortgage company per assignment of mortgage instrument number 2019041849, recorded on 7/23/2019

Lis Pendens: NONE



Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 11:06 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 2102 Agate Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at **2102 Agate Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure 2102 Agate Avenue to be \$3,400.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$3,400.00 shall constitute a special assessment against the property at structure 2102 Agate Avenue and being that property more particularly described as follows:

LOT 41 BLK C OF ROSEMONT ADDN MBK 3 PG 362 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel No.: 29 02 44 0 030 081.xxx

Owner: WILLIAMS BOBBY & PATRICIA A

152 MEAHER AVE MOBILE AL 36610-4870

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:		
-		
Lisa C. Lambert		
City Clerk		



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on March 19, 2024, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the 2102 Agate Avenue, for the proposed amount of \$3,400.00.

If you have any questions regarding this matter, please contact the City of Mobile

Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

January 30, 2024

Ms. Lisa Carroll-Lambert City Clerk City of Mobile Mobile, Alabama



Re: NUISANCE ABATEMENT - DEMOLITION OF STRUCTURE

PROJECT NUMBER:

LOCATION:

ME-204-22

2102 Agate Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 41 BLK C OF ROSEMONT ADDN MBK 3 PG 362 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 081.XXX Amount: \$-3,200.00 \$3,400.00

Assessed: WILLIAMS BOBBY & PATRICIA A

152 MEAHER AVE MOBILE AL 36610-4870

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours

Gary L. Jackson, Deputy Director

Municipal Enforcement Department

(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy



Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 11:09 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 56 S. Lafayette Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at 56 S. Lafayette Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure 56 S. Lafayette Street to be \$3,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$3,700.00 shall constitute a special assessment against the property at structure 56 S. Lafayette Street and being that property more particularly described as follows:

PCL A OF MCCAFFERTY S/D MBK 47/13 #SEC 45 T4S R1W #SP29 10 45 0 001

Parcel No.: 29 10 45 0 001 121,001

Owner: SPENCER MICHAEL R C/O RACHEL JABLONSKI

14042 STATE HIGHWAY 181 FAIRHOPE AL 36532-5741

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Lisa C. Lambert	Adopted:		
Lisa C. Lambert			
	Lisa C. Lambert	 	



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on March 19, 2024, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the 56 S. Lafayette Street, for the proposed amount of \$3,700.00.

If you have any questions regarding this matter, please contact the City of Mobile

Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

January 30, 2024

Ms. Lisa Carroll-Lambert City Clerk City of Mobile Mobile, Alabama



Re: NUISANCE ABATEMENT - DEMOLITION OF STRUCTURE

PROJECT NUMBER:

LOCATION:

ME-046-21

56 S. Lafayette Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: PCL A OF MCCAFFERTY S/D MBK 47/13 #SEC 45 T4S R1W #MP29 10 45 0 001

Parcel Number: 29 10 45 0 001 121.001 Amount: \$3,500.00 \$3,700.00

Assessed: SPENCER MICHAEL R C/O RACHEL JABLONSKI

14042 STATE HIGHWAY 181 181 FAIRHOPE AL 36532-5741

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours

Gary L. Jackson, Deputy Director Municipal Enforcement Department

(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy



Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 11:11 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1057 State Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at 1057 State Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure 1057 State Street to be \$3,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$3,700.00 shall constitute a special assessment against the property at structure 1057 State Street and being that property more particularly described as follows:

W 1/2 OF LOT 11 IN SQUARE 4 OF KENNEDY TRACT ACCORDING TO PLAT RECORDED IN DBK 65/586-8. SAID LOT LYING & BEING SIT ON S/S OF STATE ST BETWEEN KENNEDY & PINE ST, HAVING A FRONT OF 23 FT 9 IN BY A DEPTH OF 150 FT. #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.:

29 06 40 0 004 677

Owner:

BAAQEE TERRY 128 ASH AVE

PRICAHRD AL 36610-3028

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:			
Lisa C. Lambert		 	
City Clerk			



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on March 19, 2024, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the 1057 State Street, for the proposed amount of \$3,700.00.

If you have any questions' regarding this matter, please contact the City of Mobile

Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert

City Clerk

January 30, 2024

Ms. Lisa Carroll-Lambert City Clerk City of Mobile Mobile, Alabama



Re: NUISANCE ABATEMENT - DEMOLITION OF STRUCTURE

PROJECT NUMBER:

LOCATION:

ME-145-20

1057 State Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: W 1/2 OF LOT 11 IN SQUARE 4 OF KENNEDY TRACT ACCORDING TO PLAT RECORDED IN DBK 65/586-8. SAID LOT LYING & BEING SIT ON S/S OF STATE ST BETWEEN KENNEDY & PINE ST, HAVING A FRONT OF 23 FT 9 IN BY A DEPTH OF 150 FT. #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: **29 06 40 0 004 677 Amount:** \$3,700.00

Assessed: BAAQEE TERRY

128 ASH AVE

PRICHARD AL 36610-3028

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director Municipal Enforcement Department

(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy



Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 2:16 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 7th day of **November, 2023,** 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 7th day of November, 2023, 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.1649 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		



MUNICIPAL ENFORCEMENT DEPARTMENT

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Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Deputy Director

DATE:

November 2, 2023

SUBJECT:

WEED LIEN GROUP 1649

Attached, please find Assessment Lists for Weed Lien Group Number 1649 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):

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

03/19/2024

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.

NUISANCE PHOTOS (DATED):

11/9/2023

LEGAL NOTICE DUE TO LAGNIAPPE:

11/22/2023

LEGAL NOTICE ADS:

11/29/2023-12/6/2023

POSTING DATE:

12/5/2023

Copy to: Marchetta Taite

			W	ED LIEN				$\neg \neg$
				1649		<u>-</u>	Res. N	ō.
								222
11/7/2023 LOTS TO BE DECLARED 3/19/2024 LOTS FOR PUBLIC HEARING						5	8-	
//2023 LOTS TO BE ASSESSED FOR COST						5	58-	
						Dis	N/A	
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	455 Housto			28265	30795		2	СВО
	1308 Chisar			32060	30796		2	
	804 Charles		-	29011	30797		3	СВО
	518 James H			28605	30798		1	CBO
	0 Vine St			28587	30799		2	UD
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7	505 Booker			29839	30800		2	СВО
	1563 Orang		<u>-</u>	30014	30801	·	2	CBD
	603 Plum St			23824	30802		2	
	1328 Adam			32240	30803		2	
	713 Burden			28605	30804		1	
	2415 Yerby			29016	30805		1	
	1035 Newm			28774	30806		2	CBO
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Agenda of:3/19/2024

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 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 2:17 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 21 described in the resolution adopted on the 23rd day of January, 2024, 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 21, as described in the resolution adopted on the 23rd day of January, 2024, 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.1652 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		



MUNICIPAL ENFORCEMENT DEPARTMENT

TO:

Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Deputy Director

DATE:

January 17, 2024

SUBJECT:

WEED LIEN GROUP 1652

Attached, please find Assessment Lists for Weed Lien Group Number 1652 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):

1/23/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

03/19/2024

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.

NUISANCE PHOTOS (DATED):

1/25/2024

LEGAL NOTICE DUE TO LAGNIAPPE:

2/8/2024

LEGAL NOTICE ADS:

2/14/2024-2/21/2024

POSTING DATE:

2/20/2024

Copy to: Marchetta Taite

		WEED LIEN	<u> </u>	<u> </u>	1		
	-	1652				Res. No.	
1/23/2024		LOTS TO BE DECLARED					
3/19/2024 LOTS FOR PUBLIC HEARING					5	8-	
//2023	10	TS TO BE ASSESSES	O FOR COST		58-		
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No.	Address	CASE #	CASE #	Assessed		СВО	
	h Carolina St	31144	33297		3	СВО	
2 702 Pilia		30714	33298		3		
3 1065 Cod		30249	33299		7	N/A	
4 724 Kent		28355	33300		3	СВО	
5 210 St Ai		27368	33301	<u> </u>	2	СВО	
6 51 N Bro		28180	33302		2	CBO	
7 220 Abra		31044	33303		1		
8 2652 Car	·	30543	33304		1	СВО	
9 3920 Del		23454	33305	1	3		
10 409 Robl	oins St	31019	33306		2	·	
11 2759 Ma	ot Ct	29360	33307		3		
12 1006 Vir	ginia St	30949	33308		2		
13 1582 Pol		24963	33310		3	_]	
14 2721 Hai	per Ave	27616	33311		1		
15 238 Abra		30842	33312		1	СВО	
16 3009 Bar		30223	33313		1	CBO	
17 2605 Esa		30502	33315		1	CBO	
18 505 Don	ald St	23359	33320		1	CBO	
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Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Chestang Cover Memo 3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 1:06 PM

60-

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to

the following employee(s):

Firefighter Kearyon J. Chestang (Emp #20147)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:		
City Clerk	 	

Subject: FW: Awards

Firefighter of the Month Capt. DY Smith (Emp 8787)

Dear Mayor Stimpson:

I'm always contacting you to complain so I owe you this one.

At St. Pauls' Church this morning, Captain Dwight Smith from the Mobile Fire Department spoke at our 0630 men's group breakfast.

WoW! Captain Smith was really impressive!!

I guess he's been with the MFD for a long time, but we learned he was also with the USAF Air Guard for 20 years including stints in Germany and two wars in the Middle East.

I had almost decided not to attend this morning because I felt I knew all I needed to know about the subject, but I'm certainly glad I changed my mind and showed up.

Captain Smith did a terrific job of alerting us to fire dangers and solutions. He is an outstanding and dynamic speaker which really helps to bring his point across. I'm thankful that he is on the team working to educate the youth of our area as regards the dangers of fire.

Thanks.
Bill Heiter



Agenda of:3/19/2024

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Cover Memo Johnson 3/14/2024

REVIEWERS:

Department Reviewer Action Date

3/14/2024 - 1:07 City Clerk Gauthier, Lana Approved

PM

OFFICER OF THE MONTH CERTIFICATE OF RECOGNITION Officer Shawn Johnson

are just a few examples of his self-initiated work product during the month of January 2024. the crime statistics in Third Precinct. Officer Johnson continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. Here seven citations. Officer Johnson has shown himself to be a valuable member of the Mobile Police Department and is a critical component of the success of decreasing During the month of February Officer Johnson answered seventy calls for service, twenty-six backings, had eight felony arrests, fifteen misdemeanor arrests, and issued

subject committed what would be at least the fourth burglary of the business. However, this time Officer Johnson was able to review surveillance footage from the business and gather a good description of the perpetrator. On February 6, 2024, Officer Johnson was on routine patrol around Springhill Avenue and Union Avenue when On August 19, 2023, the Poke Dash located in the 3200 block of Dauphin Street was burglarized. An unknown person who was later identified, broke the glass on the attentiveness, a serial burglar was apprehended and his crime spree stopped incident and notified General Investigations Detail. During interrogation, the subject admitted to committing four burglaries at the Poke Dash. Thanks to Officer Johnson he spotted the subject, who happened to be wearing the same clothing worn during the last burglary. Officer Johnson was able to stop and detain the subject without front of the store and stole two tip jars. This was only the first of many burglaries the subject would commit over the coming months. On February 4 and 5, 2024, the

subsequently succumbed to his wounds. However, Officer Johnson is highly commended for his brave and selfless response in running towards the danger while gunfire. Officer Johnson located a victim lying on the ground suffering from at least one gunshot wound. Officer Johnson immediately began performing CPR on the gunshots near his location. Without hesitation Officer Johnson, putting himself in harm's way to protect the citizens at the parade proceeded towards the sound of the everyone else ran away from it and his attempts at saving the life of the victim. used his hand in an attempt to create a temporary seal. Unfortunately, the victim had also sustained a shot in the back, where air was escaping as well. The victim Johnson cut away the victim's shirt discovering a bullet wound near his collarbone. Officer Johnson observed the bubbling of blood during the CPR compressions and victim until paramedics arrived. Due to the paramedics being delayed due to the large parading crowd, another officer assisted him in performing CPR, while Officer On February 17, 2024, during the Trinity Gardens Parade, Officer Johnson was assigned a corner post at Wellington Street and Wealthy Street when he heard several

His initiative, enthusiasm, and excellence in his overall performance exemplifies the proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Shawn Johnson as OFFICER OF THE MONTH for February 2024, with our sincere thanks

DEPARTURE DEPART

C.J. Small
President, Mobile City Council

Paul O. Prine Chief of Police

> William S. Stimpson Mayor, City of Mobile

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			the Month	PROJECT NAME: Officer of
				A brief synopsis and explanation
Date		Mayor's Office		
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Title			Aame	may permegned
Mayor		uo	Villiam S. Stimps	Sponsored by:
Department Head			Department	
Paul O. Prine		гиеиг	nsqəO əsilo9 əli	Submitted by: Mob
	Item No		Date	Agenda of: Account, Ividior
			7202 61 5	Agende of Tuesday, March

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the

Sponsored by: Mayor William S. Stimpson

Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following

February 2024: Officer Shawn Johnson

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

:bətqol	ρĄ
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employee:

City Clerk
• •



Agenda of:3/19/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Women and Teen Empowerment Summit on April 27, 2024.

Amount of Contract:

\$500.00

Funding Source

Project # DSC-01/10041020-42080 Discretionary Funds DSC-01

Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

RESOLUTION - CLARKE Cover Memo 3/13/2024

REVIEWERS:

Department Reviewer Action Date

Accounting Baxter, Tracy

Approved

3/13/2024 - 12:13 PM

60-

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$500.00** to Clarke Legacy Foundation, from his discretionary funds; and

WHEREAS, Clarke Legacy Foundation, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Clarke Legacy Foundation, will be used to assist with the Women and Teen Empowerment Summitt on April 27, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00** to Clarke Legacy Foundation, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:		
City Clerk		



Agenda of:3/19/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Annual Lip Sync Battle on April 25, 2024

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Contract Number: Project String

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Upload Date Description Type

No Attachments Available

REVIEWERS:

Department Reviewer Action Date

3/7/2024 - 3:07 Accounting Baxter, Tracy Approved

PM



Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date
Blunt Cover Memo 3/18/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/18/2024 - 1:20 PM

03-262 2024

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Theodore Blunt, Jr. is re-appointed to the Electrical Examiners Board effective immediately for a term ending March 19, 2026.

Adopted:		
City Clerk	 	



Agenda of:3/19/2024

Submitted by:

Relya Gill McMillian Capital Projects Administrator

Sponsored by:

William S. Stimpson Mayor

Purpose and Scope of Project:

The purpose is to transfer \$22,281,127.00 from General Fund Unassigned Balance (Fund 1000) to Capital Improvements Fund (2000). C0865 Cv Ctr Mgmt/Site Design/Uti Re \$5,577,031 and C0690 Civic Ctr-Improvements Master Plan \$16,704,096.00

Funding Source

Project # Discretionary Funds
Project String 2000.2000 Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Civic Center Projects Cover Memo 3/13/2024

REVIEWERS:

Departmen	t Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/13/2024 - 1:05 PM
Budget	Moore, Rick	Approved	3/13/2024 - 1:28 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:33 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:33 PM
Mayors			3/13/2024 - 4:12

Office Barber, James Approved

PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF MOBILE, ALABAMA, that the sum of \$22,281,127.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) for the following Capital Projects:

C0865 Cv Ctr Proj Mgmt/Site Design/Uti Re \$ 5,577,031.00

C0690 Civic Ctr-Improvements Master Plan \$ 16,704,096.00

CITY CLERK

ADOPTED:



Agenda of:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.

General fund. Azalea City GC

Amount of Contract:

\$18,078.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240312 Harrells Agenda Package POs Cover Memo 3/12/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/13/2024 - 10:33 AM

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.

RESOLUTION

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:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>5991</u>	2024	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (PRICE QUOTE, BELOW BID AMT REQUIREMENT)	\$18,078.00	(270772) HARRELLS LLC

Adopted:		
	City Clerk	



ACCOUNTS PAYABLE P O BOX 389

Requisition 00005991-00 FY 2024

Acct No:

6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL Review: 36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org |Status: Approved Page 1 _____

Vendor

HARRELLS LLC P O BOX 807

Ship To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

LAKELAND, FL 33802

Te1#800-780-2774 Fax 863-904-1545 Delivery Reference

BRIAN AARON

Deliver To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

|Vendor |Date |Ship

|Number |Required |Via Ordered Terms |Department 03/04/24 | 270772 | AZALEA CITY GOLF COURSE

LN Description / Account Qty Unit Price Net Price

General Notes

QUOTE BY BRETT DRINKWINE.

001 FERTILIZER BULK, AS SPECIFIED: 9.00 TON

1672.80000

15055.20

Additional Description Notes

FERTILIZER WITH 1% RONSTAR PRE-EMERGE HERBICIDE (AS MANUFACTURED BY ENVU, BRAND NAME ONLY, NO SUBSTITUTIONS), FAIRWAY GRADE, 20-0-15, NITROGEN SOURCE MUST BE SLOW RELEASE DERIVED FROM UF, MU OR PCU, 2000# BAGS Vendor Item

Inventory Item/Loc 3983

1 6130.70.20.0000.0000.2005.0000.0000.44020.

15055.20

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

002 FERTILIZER AS SPECIFIED:

40.00 BAG 41.82000

1672.80



Requisition 00005991-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

vendorinvoices@cityofmobile.org

Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

9105neei Buyer:

|Status: Approved

Page 2

Vendor HARRELLS LLC Ship To

P O BOX 807

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

LAKELAND, FL 33802

Te1#800-780-2774

Fax 863-904-1545

Delivery Reference **BRIAN AARON**

Deliver To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

|Vendor |Date |Ship Ordered |Number | Required | Via |Terms | Department 03/04/24 | 270772 | | AZALEA CITY GOLF COURSE

LN Description / Account

LOT

Qty Unit Price

Net Price

Additional Description Notes

FERTILIZER WITH 1% RONSTAR PRE-EMERGE HERBICIDE (AS MANUFACTURED BY ENVU, BRAND NAME ONLY, NO SUBSTITUTIONS), FAIRWAY GRADE, 20-0-15, NITROGEN SOURCE MUST BE SLOW RELEASE DERIVED FROM UF, MU OR PCU, 50 POUNDS/BAG. Vendor Item Inventory Item/Loc 14207

1 6130.70.20.0000.0000.2005.0000.0000.44020.

1672.80

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

003 FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D 1.00 1350.00000 1350.00

Additional Description Notes

TO BE SPREAD BY PROVIDER OVER APPROXIMATELY 90 ACRES. PRODUCT TO BE DELIVERED AND SPREAD ON APRIL 23,24 OR 25 BEGINNING AT 5:30AM. THIS PRODUCT IS TO BE SPREAD AT 200 POUNDS PER ACRE.



Requisition 00005991-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.ora _____

|Status: Approved

Page 3

Vendor

HARRELLS LLC P O BOX 807

Ship To AZALEA CITY GOLF COURSE

1000 GAILLARD DRIVE

LAKELAND, FL 33802

MOBILE, AL 36608

Te1#800-780-2774 Fax 863-904-1545

Delivery Reference **BRIAN AARON**

Deliver To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

|Vendor |Date |Ship Date

Ordered Number Required Via |Terms | Department 03/04/24 | 270772 | | AZALEA CITY GOLF COURSE

LN Description / Account

Qty Unit Price

Net Price

Vendor Item Inventory Item/Loc 12312

1 6130.70.20.0000.0000.2005.0000.0000.44020.

1350.00

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Requisition Link

Requisition Total

18078.00

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

6130.70.20.0000.0000.2005.0000.0000.44020.

Amount Remaining Budget

18078.00

AZALEA CITY GOLF COURSE EXP

OPERATING SUPPLIES

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

clerk

Comment

Activity Date CCancelled03/12/24 JAMES NEESE JR Approved 03/12/24 DONALD ROSE Approved 03/12/24 SANDRA LEWIS

GL Allocation, GL Allocation, Auto approved by: 9105paij Auto approved by: 9105paij



Bill To Reguisition 00005991-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. MOBILE, AL Review: Buyer: 9105neej 36601 |Status: Approved vendorinvoices@cityofmobile.org Page 4 _____ Vendor Ship To HARRELLS LLC AZALEA CITY GOLF COURSE P O BOX 807 1000 GAILLARD DRIVE MOBILE, AL 36608 LAKELAND, FL 33802 Te1#800-780-2774 Delivery Reference Fax 863-904-1545 BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 03/04/24 | 270772 | | AZALEA CITY GOLF COURSE ______ LN Description / Account Approved 03/12/24 STEVEN KRONINGER Qty Unit Price Net Price Auto approved by: 9105paij
Auto approved by: 9105paij
Approved by: 9105neej Approved 03/12/24 Approved 03/12/24 SAMANTHA COOLEY JOHN PAINE Approved 03/12/24 MICHAEL SPAFFORD Auto approved by: 9105paij Authorized By: ___ Date: _____

Signature



Agenda of:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Noble Supply & Logistics LLC for a portable X-Ray system with generator for MPD Special Operations.

FY23 Homeland Security EOD Response to Community Safety Grant

Amount of Contract:

\$70,042.28

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

INCREASE Budget Amendment REDUCE

Grant Funds Matching Funds

ATTACHMENTS:

Description Upload Date Type 20240311 Noble Agenda Cover Memo 3/11/2024 Package POs

REVIEWERS:

Department Reviewer Action Date

3/11/2024 - 6:05 Mayors Barber, James Approved

Office PM

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.

RESOLUTION

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
3850	2024	(2590) GRANT MANAGEMENT	PORTABLE X-RAY SYSTEM WITH GENERATOR FOR MPD SPECIAL OPERATIONS (SEALED BID 5868)	\$70,042.28	(298428) NOBLE SUPPLY & LOGISTICS, LLC

Adopted:		
	City Clerk	



Requisition 00003850-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

5300.30.15.0000.0000.1530.0000.0000.47010.

MOBILE, AL

Review:

36601

Buyer: 910518227

vendorinvoices@cityofmobile.org _____

|Status: Approved Page 1

Noble Supply & Logistics, LLC

Ship To POLICE SPECIAL OPERATIONS

1 MARINA PARK DR

4851 MUSEUM DRIVE

STE 220

MOBILE, AL 36608

BOSTON, MA 02210-1873

TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference

TIFFANY LEVY/PAUL ALFORD

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	
01/09/24	298428				I	GRANT MANAGEMENT	
LN Descript	ion / Acc	ount		·	Qty	Unit Price	Net Price

General Notes

AS PER MY BID 5868 AND YOUR BID RESPONSE 001 COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 10"X12" HD NARROW MARGIN

1.00 EACH

62504.03000

DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS, WIRED COMMUNICATIONS, ACCESSORIES, AND MARTRAY VISION EOD SOFTWARE PACKED

IN A CUSTOM RUGGEDIZED SHIPPING

CASE. **NO SUBSTITUTIONS** Additional Description Notes

VENDOR TO PROVIDE SRV X1012 EXTREME 3X COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 10"X12" HD NARROW MARGIN DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS WIRED COMMUNICATIONS LITEX GENERATOR CABLE, 400 FT ETHERNET REEL ACCESSORIES, AND SMARTRAY VISION EOD SOFTWARE PACKED IN A CUSTOM RUGGEDIZED SHIPPING CASE. INCLUDES 2-YEAR SYSTEM WARRANTY AND 1 YEAR BATTERY WARRANTY.

1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD23 .CAPEQUIPMT.

62504.03

62504.03



Requisition 00003850-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

MOBILE, AL

36601

vendorinvoices@cityofmobile.org ______

Acct No:

5300.30.15.0000.0000.1530.0000.0000.47010.

Review:

910518227 Buyer:

|Status: Approved

Page 2

Vendor

Noble Supply & Logistics, LLC

1 MARINA PARK DR

STE 220

BOSTON, MA 02210-1873

Ship To

POLICE SPECIAL OPERATIONS

4851 MUSEUM DRIVE

MOBILE, AL 36608

TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference

TIFFANY LEVY/PAUL ALFORD

Deliver To

GRANTS ADMINISTRATION

205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454

MOBILE, AL 36644

|Vendor |Date |Ship Date Ordered Number Required Via |Terms | Department 01/09/24 | 298428 | | GRANT MANAGEMENT Qty Unit Price Net Price

LN Description / Account

Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TIFFANY LEVY/PAUL ALFORD

Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644

002 XR-150 GOLDEN GENERATOR 20V X-RAY KIT 110V: CABLE & CASE(SOURCE(2) 20V LITHIUM-ION BATTERIES 110V

1.00 7538.25000 **EACH**

7538.25

CHARGER, CABLE, AND CASE

1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD23 .CAPEQUIPMT. 2 1000.30.15.1530.1534.1530.0000.0000.44020.

3006.97 4531.28

Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TIFFANY LEVY/PAUL ALFORD

530



Requisition 00003850-00 FY 2024 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. MOBILE, AL Review: Buyer: 36601 910518227 vendorinvoices@cityofmobile.org |Status: Approved Page 3 Noble Supply & Logistics, LLC POLICE SPECIAL OPERATIONS 1 MARINA PARK DR 4851 MUSEUM DRIVE STE 220 MOBILE, AL 36608 BOSTON, MA 02210-1873 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference TIFFANY LEVY/PAUL ALFORD Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 |Vendor |Date |Ship Ordered | Number | Required | Via Terms |Department 01/09/24 | 298428 | | GRANT MANAGEMENT ______ Qty Unit Price Net Price LN Description / Account Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Requisition Link Requisition Total 70042.28 **** Project Ledger Summary Section **** Amount Remaining Budget E G-PDEOD23 .CAPEOUIPMT. 65511.00 -76.80**** General Ledger Summary Section **** Amount Remaining Budget 1000.30.15.1530.1534.1530.0000.0000.44020. 4531.28 9468620.18 SPECIAL OPERATIONS DIV EXP OPERATING SUPPLIES 5300.30.15.0000.0000.1530.0000.0000.47010. 65511.00 9468620.18 MISC POLICE GRANTS EXP EQUIPMENT (GREATER \$5000) **** Approval/Conversion Info **** Activity Date CCancelled02/23/24 CCancelled02/29/24 CCancelled03/05/24 Comment clerk GL Allocation changed SANDRA LEWIS RANDY THREADGILL RANDY THREADGILL Requisition item added changed GL Allocation changed Auto approved by: 910520251 Approved 01/09/24 TRAVIS MARSHALL Approved 01/09/24 LAPORTSIA NETTLES Approved 01/09/24 RANDY THREADGILL Auto approved by: 910520251 03/05/24 Unknown LAPORTSIA NETTLES



Bill To Requisition 00003850-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. MOBILE, AL Review: Buyer: 910518227 36601 vendorinvoices@cityofmobile.org |Status: Approved Page 4 ______ Ship To Noble Supply & Logistics, LLC POLICE SPECIAL OPERATIONS 1 MARINA PARK DR 4851 MUSEUM DRIVE STE 220 MOBILE, AL 36608 BOSTON, MA 02210-1873 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference TIFFANY LEVY/PAUL ALFORD Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Date | Vendor | Date | Ship | Ordered | Number | Required | Via |Terms | Department 01/09/24 |298428 | | GRANT MANAGEMENT ______ LN Description / Account
Approved 03/05/24 TRAVIS MARSHALL Qty Unit Price Net Price Auto approved by: 910520251 Approved 03/05/24 LAPORTSIA NETTLES Approved 03/05/24 Auto approved by: 910520251 SHAUNAGYE SIMMS Approved 03/05/24 RANDY THREADGILL Auto approved by: 910520251 02/23/24 SANDRA LEWIS Unknown 03/07/24 03/07/24 Approved DONALD ROSE Auto approved by: 910518227 Approved SANDRA LEWIS Auto approved by: 910518227 Auto approved by: 910518227 Auto approved by: 910518227 Approved 03/07/24 STEVEN KRONINGER 03/07/24 SAMANTHA COOLEY Approved Approved 03/07/24 JOHN PAINE Auto approved by: 910518227 Approved 03/07/24 MICHAEL SPAFFORD Authorized By: _____ Date: __

Signature

BID TABULATION FOR BID #5868 PORTABLE E-RAY SYSTEM

		COMPLETE SMARTRAY		XR150 GOLDEN	
	VENDOR	SRV 10X 12 XRAY		GENERATOR	
	VENDOR	SYSTEM W/GOLDEN XR-		20VXRAY KIT 20V LI-	
		150 GENERATOR		ION BATTERIES	
1	NOBLE	\$ 62,504.03		\$ 7,538.25	
2	LAWMANS AND SHOOTERS	NB		NB	
			L		

SEALED BID

CITY OF MOBILE

BID SHEET

This is Not an Order

Do Not Return Via Email or Fax

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

and correct invoice of competed order

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

Postal Service Does Not Deliver to This Street Address **BEFORE BIDDING** Buver:005 Typed by: en Please quote the lowest price at which you will furnish the articles listed below DATE DEPARTMENT BID NO. Commodities to be deliverd F.O.B. Mobile to: 5868 01/25/2024 **POLICE** As Specified This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 16, 2024 Bid on this form ONLY. Make no changes on this form, Attach **UNIT PRICE EXTENSION ARTICLES** QUANTITY UNIT any additional information required to this form. Dollars Cents Dollars Cents PORTABLE X-RAY SYSTEM APPX **QTY** COMPLETE SMARTRAY SRV 1012 XRAY SYSTEM W/ 1-3 GOLDEN XR-150 GENERATOR. NO SUBS. AS PER THE ATTACHED SPECIFICATIONS. Make _____ Model _____ **APPX QTY** BATTERY KIT TO INCLUDE 2 12V LI-ION BATTERIES, 1-3 110V CHARGER, CABLE & CASE FOR THE ABOVE UNIT. AS PER THE ATTACHED SPECIFICATIONS. Make Model _____ Quanties listed are approximations. Brand names are to establish mimimum standards. Page 1 of 3 **TOTAL** RETURN ONE SIGNED COPY OF THIS BID State delivery time within____ days of receipt of P.O. IN ENCLOSED ENVELOPE Firm Name _____ Phone Number _____ Email Address We will allow a discount ______ % 20 days from date of receipt of goods

Type or Print Name ___

- 1. All quotations must be signed with the firm name and by an authorized officer or employee.
- Verify your bid before submission as it cannot be changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/
- 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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
- Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
- 21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
- 22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
- 23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET Page__ Bid on this form ONLY. Make no changes on this form. Additional UNIT PRICE **EXTENSION ARTICLES** QUANTITY UNIT information to be submitted on separate sheet and attached hereto. Dollars Cents Dollars Page 2 of 3 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 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. Pricing to be firm for a one-year period after award of bid. At the

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name	
By	

TOTAL

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

option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods.

BID CONTINUATION SHEET

Page of

Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ALL OR NONE BASIS.	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.	
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name			

By			





City of Mobile Police Department Explosive Ordnance Disposal Unit

The MPD Bomb Squad request the necessary steps be taken to receive bids for a Smart Ray Vision Extreme 3x, 10-inch by 12-inch X-Ray system. This particular system is required because the long exposure algorithm incorporated within the systems software allows Bomb Technicians to be in close proximity to bombs for a minimal amount of time. The reduced time on target means an increase in safety.

The bomb Squad currently has the larger 14-inch by 17-inch Smart Ray System in service on our main heavy response F-250 platform. This system would allow X-ray deployment on our smaller, light response Tahoe platforms while maintaining uniformity with our current technology, training and SOP.

Below is a list of required specifications any product being submitted for bid must meet:

The X-ray "system" shall consist of an X-ray Generator, Digital Imager Panel, and Tablet capable of running imaging software.

The X-ray generator shall be a minimum 150 KV pulse type generator and shall meet the following specifications-

- a. It must be powered by a standard, off-the-shelf Dewalt 20v rechargeable battery pack in order to ensure cross-compatibility with other systems already in use by MPD and our ALEA partners.
- b. It shall be capable of producing an output dose of 2.0 2.8 mR per pulse.
- c. It shall be capable of penetrating up to 3/4 " steel.
- d. It shall have a pulse rate of at least 10 pulses per second.
- e. It shall have a duty cycle of at least 200 pulses over 4 minutes and be capable of programming subdivisions of multiple pulse trains in order to prevent burnout over long exposures.
- f. It shall be capable of producing at least 9000 pulses per full battery charge.
- g. It shall have a minimum stand-by time or 10 hours.
- h. It shall have an IP rating of IP 54
- i. It shall be compatible with and capable of remote control by the included Imager and software.

X-ray system must support both wired and 5Ghz wireless operation.

System must include high-definition Non-Glass DR panel: Approximate size 10" x 12" with 4mm or less margin.

System Software must be able to select and remotely control all Golden Engineering Pulse generators to ensure compatibility with currently used systems.

System must have system software-controlled generator firing and sequencing programmed pulse, volley and delay interval capability and conforming to all other requirements listed in the above generator specifications.

DR Imager must have an operational kV Range compatible with included X-ray generator, as well as other generators already in use by the Department (150 - 200 KV)

DR Imager must have an operational high Temp. range of -21 - 150 degrees F sustained.

Must have wired and wireless controlled "Indefinite Timeframe Exposure Window".

System must include seamless auto-mosaic "Auto-Stitch" image stitching capability.

Must have software-controlled radio frequency capability and easily integrate with robotic platforms.

All components must be easily user interchangeable with other systems in the field to include Calibration files.

Imager must meet the Ingress Protection rating of IP65 (Panel at IP67) for dust, dirt, splash; and a 4-foot drop shock tolerance. *(with no internal shock sensors)

System must have Short-Range Tactical and Long-Range modes of wireless operation and have real-time Wi-Fi visual signal strength monitoring and self-healing Wi-Fi connectivity.

DR Imager Panel must have Tungsten layer for Circuitry and Backscatter Protection.

System must support date, time and pulse count stamps on each image shot and Photo collection capability.

Cold boot to first image is approximately 60-75 seconds with second exposure full cycle at approximately 8-12 seconds.

System operating software must have 3D capability.

DR Imager must have Auto Self Calibration capability and never require manual calibration.

System must be approved for AEODU (All Explosive Ordnance Disposal Use) by the Military Technical Acceptance Board, Naval Surface Weapons Center with written verification.

System must have Full color image analysis.

System must have Cyber testing certification.

Must have 24 hr. USA Customer Support and Repair capability.

Additional Terms Relating to Purchases with Federal Grant Awards

- 1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.
- 2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
- 3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

- (a) Immediate Termination This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:
 - (i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
 - (ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
 - (iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.
- (b) Termination for Cause-The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:
 - (i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;
 - (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;
 - (iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;
- (vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.
- (c) Notice of Default-If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:
 - (i) Immediately terminate the bid award without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,
 - (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.
- (d) Termination upon Notice-Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.
- (e) Payment Limitation in Event of Termination-In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.
- (f) Termination Duties-Upon receipt of notice of termination or upon request of the City, the bid awardee shall: \Box
 - (i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
 - (ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;
 - (iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

- (iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

- (a) Bid awardee (or "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
 - (b) During the performance of this contract, the bid awardee agrees as follows:
 - (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with 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 (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

- (a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid <u>solicitation</u> process shall be filed and received by the City individual before the bid due date. Protests of bid <u>award</u> must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:
 - (i) The name, address, and telephone number of the protestor;
 - (ii) The signature of the protestor or an authorized representative of the protestor;
 - (iii) Identification of the bid being protested;
 - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
 - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.
- (b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

- 10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).
- (a). 2 CFR 200 Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification
- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
 - (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe $benefits\ under\ section\ 1 (b) (2)\ of\ the\ Davis-Bacon\ Act\ on\ behalf\ of\ laborers\ or\ mechanics$ are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htmorits successorsite. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its $own\, records, without\, weekly\, submission\, to\, the\, sponsoring\, government\, agency$ (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under \S 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under \S 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

- classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) <u>Compliance with Copeland Act requirements</u>. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) <u>Contract termination</u>: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) <u>Compliance with Davis-Bacon and Related Act requirements</u>. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) <u>Disputes concerning labor standards</u>. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, 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.
- (c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) <u>Violation</u>; <u>liability for unpaid wages</u>; <u>liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



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 <u>before</u> 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:3/19/2024

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 two replacement vertical mast arms for garbage trucks.

Motor pool capital.

Amount of Contract:

\$48,752.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240312 Sansom Agenda Package POs Cover Memo 3/12/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/13/2024 - 10:34 AM

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.
ii Cost wiii continue, write indefinite and list project annuar-cost.

RESOLUTION

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal	Department	Description	Amount	Vendor
	Year				
6356, 6357	2024	(2050) FLEET	REPLACEMENT	\$48,752.00	(190715)
		MANAGEMENT-	VERTICAL MAST ARM		<u>SANSOM</u>
		GARAGE	ASSEMBLIES FOR 2018		EQUIPMENT CO
			AND 2020 NEW WAY		<u>INC</u>
			GARBAGE TRUCKS		
			(MFR/DEALER SOLE		
			SOURCE)		

Adopted:		
	City Clerk	



Bill To

Reguisition 00006356-00 FY 2024

MUNICIPAL GARAGE

Acct No:

770 GAYLE STREET

7000.40.20.0000.0000.2070.0000.0000.45050.

MOBILE, AL

Review:

36604

Buyer: 9105spam

vendorinvoices@cityofmobile.org

2025 W I-65 SERVICE ROAD NORTH

|Status: Released

Ship To

Page 1

Vendor

SANSOM EQUIPMENT CO INC

MUNICIPAL GARAGE

770 GAYLE STREET

MOBILE, AL 36604

MOBILE, AL 36618

sean.clark@cityofmobile.org

Tel#205-401-4040 Fax 251-631-3768 Delivery Reference

LESTER

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

|Vendor |Date |Ship Date |Number | Required | Via Ordered |Terms |Department 03/11/24 | 190715 | | FLEET MANAGEMENT-GARAGE

LN Description / Account Unit Price Net Price Qty

General Notes

NGPO#: PO-06292 001 02594-VERTICAL MAST ASSY - 132265

1.00 24376.00000 24376.00

EACH

Additional Description Notes

ESTIMATE NUMBER 01003881, 3/11/24

1 7000.40.20.0000.0000.2070.0000.0000.45050.

24376.00

Ship To

MUNICIPAL GARAGE 770 GAYLE STREET

MOBILE, AL 36604

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

Requisition Link

Requisition Total

24376.00

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

Account

7000.40.20.0000.0000.2070.0000.0000.45050.

Amount Remaining Budget

24376.00

15945377.85

MOTOR POOL EXP

REPAIR PARTS



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	MUNICIPAL GARAGE 770 GAYLE STREET AGE 70			 Acct	No:	·	isition 00006356-0	
MOBILE, AL					7000.40.20.0000.0000.2070.0000.0000.45050 Review:			00.45050.
36604				Buyer	: 910	5spa		
vendorinvoi	ces@city		org 	Statu:	s: Rel	ease	ed 	Page 2
Vendor SANSOM EQUI 2025 W I-65	PMENT CC	INC	ГН	MI	hip To UNICIP 70 GAY	AL G	ARAGE TREET	
MOBILE, AL	36618			M(S)	OBILE, ean.cl	AL ark@	36604 cityofmobile.org	
Tel#205-401 Fax 251	-4040 -631-376	8			eliver ESTER	y Re	ference	
				F:		NTRA	L SUPPLY ELL ROAD	
				М	OBILE,	AL	36607	
Date Ordered	Vendor Number	Date Required	Ship Via		 Terms		 Department	
03/11/24							FLEET MANAGEMENT-	GARAGE
LN Descripti	on / Acc	ount				 Qty	Unit Price	Net Price
***** Ap	proval/C	Conversion	_Info	****				
Activity Queued	03/11/	Clerk 24 CHARL	c LES SUI	MRALL		Com	ment	
Pending	,	SHONN	NDA SM	ITH				
Pending Pending			BOUCI D ROS					
Pending			RA LEW					
Pending Pending			THA C	NINGER OOLEY				
Pending			PAINE	4 E E O B D				
Pending		MICHA	AEL SP	AFFORD				
	Authori	zed By: _		•			Date:	
			S.	ignatu	re			



Bill To

Requisition 00006357-00 FY 2024

MUNICIPAL GARAGE

Acct No:

770 GAYLE STREET

7000.40.20.0000.0000.2070.0000.0000.45050.

MOBILE, AL

Review:

36604

Buyer: 9105spam

vendorinvoices@cityofmobile.org

|Status: Released

Ship To

Page 1

Vendor

SANSOM EQUIPMENT CO INC

MUNICIPAL GARAGE

2025 W I-65 SERVICE ROAD NORTH

770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604

Tel#205-401-4040 Fax 251-631-3768 sean.clark@cityofmobile.org

Delivery Reference

LESTER

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

|Vendor |Date |Ship Date |Number | Required | Via Ordered |Terms |Department 03/11/24 | 190715 | | FLEET MANAGEMENT-GARAGE

LN Description / Account Unit Price Net Price Qty

General Notes

NGPO#:PO-06294

001 02594-VERTICAL MAST ASSY - 132265

1.00 24376.00000

24376.00

24376.00

EACH

Additional Description Notes

ESTIMATE NUMBER 01003880, 3/11/24

1 7000.40.20.0000.0000.2070.0000.0000.45050.

24376.00

Ship To

MUNICIPAL GARAGE

770 GAYLE STREET

MOBILE, AL 36604

Deliver To

FIRE CENTRAL SUPPLY

2851 OLD SHELL ROAD

MOBILE, AL 36607

Requisition Link

Requisition Total

24376.00

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

Account

7000.40.20.0000.0000.2070.0000.0000.45050.

Amount Remaining Budget

15945377.85

MOTOR POOL EXP

REPAIR PARTS



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			via		Terms		Department	
03/11/24	190715		Ι				FLEET MANAGEMENT-C	GARAGE
LN Descripti	on / Acc	ount				Qty	Unit Price	Net Price
***** Ap Activity	proval/C	Conversion Clerk	Info '	****		Com	ment	
Queued	03/11/		.ES SUI	MRALL		Com	illette	
Pending		SHONN	IDA SM					
Pending Pending			BOUCI D ROSI					
Pending			RA LEW					
Pending Pending			ITHA C	NINGER OOLEY				
Pending		JOHN	PAINE					
Pending		MICHA	AEL SPA	AFFORD				
	Authori	zed By: _					Date:	
			S.	ignatu	re			



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for twelve-month subscription for Terranova cybersecurity awareness training services for MIT. General fund.

Amount of Contract:

\$23,425.00

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Upload Date Type 20240311 SHI Agenda Cover Memo 3/11/2024 Package POs

REVIEWERS:

Department Reviewer Action Date

3/11/2024 - 6:06 Mayors Barber, James Approved

Office 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.

RESOLUTION

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	Department	Description	Amount	Vendor
	Year				
<u>4998</u>	2024	(5000)	TWELVE-MONTH	\$23,425.00	(272641) SHI
		INFORMATION	SUBSCRIPTION FOR		INTERNATIONAL
		TECHNOLOGY	TERRANOVA		<u>CORP</u>
			CYBERSECURITY		
			TRAINING SERVICES		
			FOR MIT		
			(PROFESSIONAL		
			TRAINING SERVICES)		

Adopted:		
	City Clerk	



Bill To Requisition 00004998-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. MOBILE, AL Review: 36601 Buyer: 9105fola vendorinvoices@cityofmobile.org |Status: Approved Page 1 Vendor Ship To SHI INTERNATIONAL CORP MIT 290 DAVIDSON AVE 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG SOMERSET, NJ 08873 Tel#732-715-3197 Delivery Reference Fax 732-868-6055 GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 |Vendor |Date |Ship Date |Number |Required |Via Ordered Terms |Department 02/06/24 | 272641 | 02/06/24 | INFORMATION TECHNOLOGY LN Description / Account Qty Unit Price Net Price General Notes PER SOURCEWELL - Technology Catalog Solutions Contract #081419-SHI 001 Security Awareness Program -Ultimate Bundle Fortra, LLC -2500.00 9.37000 23425.00 **EACH** Part#: NPN-TERRA-SECURI Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI Note: 12 Months 1 1000.10.23.5000.5000.5000.0000.0000.42115. 23425.00 Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To 651 CHURCH STREET MOBILE, AL 36602 Requisition Link 23425.00 Requisition Total **** General Ledger Summary Section ****



Bill To Requisition 00004998-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. MOBILE, AL Review: Buyer: 9105fola 36601 Status: Approved vendorinvoices@cityofmobile.org Page 2 _____ Ship To Vendor SHI INTERNATIONAL CORP MIT 290 DAVIDSON AVE 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG SOMERSET, NJ 08873 Tel#732-715-3197 Delivery Reference Fax 732-868-6055 GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 02/06/24 | 272641 | 02/06/24 | INFORMATION TECHNOLOGY Amount Remaining Budget Amount Remaining Budget Account Account 1000.10.23.5000.5000.5000.0000.0000.42115. 23425.00 1377842.48 INFORMATION TECHNOLOGY EXP SOFTWARE COSTS **** Approval/Conversion Info **** Activity Date Approved 02/06 clerk Comment 02/06/24 GREG HOLLIDAY Auto approved by: 91057606 02/06/24 SCOTT KEARNEY Approved Approved 02/06/24 UDARA JAYASENA Auto approved by: 91057606 Approved by: 9105fola Approved 03/08/24 DONALD ROSE Auto approved by: 910516727 Approved 03/08/24 SANDRA LEWIS Approved 03/08/24 Auto approved by: 910516727 STEVEN KRONINGER Auto approved by: 910516727 Approved 03/08/24 SAMANTHA COOLEY Auto approved by: 910516727 Auto approved by: 910516727 03/08/24 Approved JOHN PAINE Approved 03/08/24 MICHAEL SPAFFORD Authorized By: _____ Date: _____ Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for two Type II ambulances on Ford T320 Transit chassis for MFRD. Motor pool capital.

Amount of Contract:

\$252,938.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240311 Southern Agenda Package POs Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/13/2024 - 10:34 AM

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.

RESOLUTION

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
6246	2024	(1510) FIRE	TWO TYPE II	\$252,938.00	(298972)
		ADMINISTRATION	AMBULANCES ON		<u>SOUTHERN</u>
			FORD T350 TRANSIT		EMERGENCY &
			CHASSIS FOR MFRD		RESCUE VEHICLE
			(HGAC COOPERATIVE		SALES, LLC
			PURCHASING		
			AGREEMENT, NOT		
			ON STATE		
			CONTRACT)		

Adopted	l :	
	City Clerk	



Requisition 00006246-00 FY 2024

Bill To

ACCOUNTS PAYABLE P O BOX 389

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL

Review: Buyer:

36601

vendorinvoices@cityofmobile.org

|Status: Released

Page 1

Ship To SOUTHERN EMERGENCY & RESCUE VEHICLE SALFIRE CENTRAL SUPPLY

15590 FLORIDA BLVD

2851 OLD SHELL ROAD

BATON ROUGE, LA 70819

MOBILE, AL 36607

RICHARDSONV@CITYOFMOBILE.ORG

Te1#225-683-3999

Delivery Reference VICTORIA RICHARDSON

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

2.00

MOBILE, AL 36607

Date

|Vendor |Date |Ship |Number |Required |Via Ordered Terms |Department 03/07/24 | 298972 | |FIRE ADMINISTRATION

LN Description / Account Unit Price Net Price Qty

001 AMBULANCE/RESCUE VEHICLE: AMERICAN EMERGENCY AMBULANCE 2023 FORD T350 II TRANSIT CONTRACT AM-1023

EACH

Vendor Item

1 7000.40.20.0000.0000.2070.0000.0000.47120.

E MP01522 .VEHICLEEXP.

252938.00

252938.00

Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIÁ RICHARDSON

Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Requisition Link

Requisition Total

252938.00

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

E MP01522 .VEHICLEEXP.

Amount 252938.00

126469.00000

Remaining Budget 110017.58

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

7000.40.20.0000.0000.2070.0000.0000.47120.

Amount Remaining Budget



Bill To Reguisition 00006246-00 FY 2024 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: Released Page 2 _____ Ship To SOUTHERN EMERGENCY & RESCUE VEHICLE SALFIRE CENTRAL SUPPLY 15590 FLORIDA BLVD 2851 OLD SHELL ROAD MOBILE, AL 36607 BATON ROUGE, LA 70819 RICHARDSONV@CITYOFMOBILE.ORG Te1#225-683-3999 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 03/07/24 | 298972 | | | FIRE ADMINISTRATION Amount Remaining Budget 252938.00 15945377.85 Account MOTOR POOL EXP VEHICLE ACQ (GREATER \$5000) **** Approval/Conversion Info **** Activity Date Approved 03/08/24 clerk Comment CHARLES SUMRALL 03/08/24 SHONNDA SMITH Oueued 03/08/24 Queued CHERI BOUCHER Pending DONALD ROSE Pending SANDRA LEWIS Pending STEVEN KRONINGER Pendina SAMANTHA COOLEY Pending JOHN PAINE Pending MICHAEL SPAFFORD Authorized By: _ _ Date: __ Signature

H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Professional Ambulance Sales & Service LLC - Public Services - ID: 11136

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Professional Ambulance Sales & Service LLC, hereinafter referred to as the Contractor, having its principal place of business at 309 FM 3381, Comanche, TX 76442.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

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subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

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local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

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- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

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Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

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ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

- H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:
- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

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- either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. Conflict of Interest Questionnaire: Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. Certificate of Interested Parties Form Form 1295: As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 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 Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

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of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism:
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM prior to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Professio	nal Ambulance Sales & Service LLC	H-GAC	
Signature	DocuSigned by: Troy Miceli A251D97F99F14C8	Signature	DocuSigned by: 82EC270D5D61423
Name	Troy Miceli	Name	Chuck Wemple
Title	VP Sales	Title	Executive Director
Date	11/28/2023	Date	11/28/2023

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H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Professional Ambulance Sales & Service LLC - Public Services - ID: 11136

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

<u>ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)</u>

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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 CFR Part 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not 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. Each tier must also 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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- with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS</u>

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

Project ID: AM10-23

Release Date: Friday, June 9, 2023

Due Date: Thursday, August 10, 2023 12:00pm

Posted Friday, June 9, 2023 7:00am

Bid Unsealed Thursday, August 10, 2023 12:03pm Pricing Unsealed Thursday, August 10, 2023 12:03pm

All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. Ambulance

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. Light/Medium Duty EMS Rescue Vehicle

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. Other Specialty Vehicle or Equipment

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. EMS Vehicle Conversions

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. Remount Services Only

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. Remount on Contractor Supplied Chassis

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. Ambulance/EMS/Rescue Vehicle Parts and Supplies

Response listing must include percentage discount.

10. Ambulance/EMS/Rescue Vehicle Options

Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

- 1. Meet all applicable requirements of federal, state and local laws and regulations.
- 2. Be manufacturer's normal offering with all standard features and functions and performance levels.
- 3. Be ready for turn-key operation upon delivery.
- 4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

- Contractor must have and maintain the appropriate license(s) as required by the State of Texas,
 Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition],
 or any other local, state and federal licenses required and which are applicable to the respondent's
 operations.
- The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
- 3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

- 1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
- 2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- 2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
- 3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- 4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
- 5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
- 6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
- 7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- 8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
- 9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- 1. "Business Day" Monday through Friday
- 2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- 3. "Regular Time" Work that occurs during standard business hours
- 4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: \$1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: \$1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service \$1,000 per purchase order

Heavy Rescue/Special Service \$2,000 per purchase order

All Trailers 2% per purchase order

Category D – EMS Vehicle Conversions: \$1,000 per purchase order

Category E – Remount Services Only: \$600 per purchase order

Category F – Remount on Contractor Supplied Chassis: \$600 per purchase order

Category G –Electric/Alternative Fuel Vehicles Determined by category of vehicle

Category H – Service/Maintenance Plans: 2% per purchase order

Category I - Ambulance/Vehicle Parts and Supplies 2% per purchase order

Category J - Ambulance/EMS/Rescue Vehicle Options No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A Professional Ambulance Sales & Service Ambulances, EMS & Special Service Vehicles Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
AEV	TraumaHawk DR92	Type I, back entry, Ford F450	\$ 250,269.00	3%
AEV	TraumaHawk 148''	Type I, back entry, Ford F450	\$ 268,759.00	3%
AEV	TraumaHaWK 148" X- Series	Type I, back entry, Ford F450	\$ 310,417.00	3%
AEV	TraumaHawk 172''	Type I, back entry, Ford F450	\$ 273,490.00	3%
AEV	TraumaHawk 172" X-Series	Type I, back entry, Ford F450	\$ 314,387.00	3%
AEV	Firstar	Type I, back entry, Ford F350	\$ 194,550.00	3%
AEV	M2 X-Series	Type I, back entry, Freightliner	\$ 378,216.00	3%
AEV	Mercedes Sprinter	Type II, Mercedes Sprinter	\$ 153,603.00	3%
AEV	Chevy Van	Type II, Chevy G3500 Van	\$ 120,099.00	3%
AEV	Transit MR Gold	Type II, Ford T250	\$ 134,098.00	3%
AEV	Transit HR Gold	Type II, Ford T250	\$ 135,328.00	3%
AEV	TraumaHawk DR92	Type III, Ford E350, Gas	\$ 186,179.00	3%
AEV	TraumaHawk 148''	Type III, Ford E350, Gas	\$ 210,074.00	3%
AEV	TraumaHawk 164''	Type III, Ford E350, Gas	\$ 216,763.00	3%
AEV	TraumaHawk 164" X-Series	Type III, Ford E350, Gas	\$ 252,158.00	3%
AEV	Firstar	Type III, Ford E350, Gas	\$ 169,388.00	3%
Horton	Model 453	Type I, Ford F450	\$ 296,326.00	3%
Horton	Model 457	Type I, Ford F450	\$ 302,994.00	3%
Horton	Model 603	Type I, Ford F450	\$ 293,613.00	3%
Horton	Model 623	Type I, Ford F450	\$ 302,341.00	3%
Horton	Model 623	Type I Freightliner M2 4x2 173"x96"x72" HR Pass through, Diesel	\$ 353,301.00	3%
Horton	Model 453	Type III, Ford E350, 149"x96"x72" HR Walk through, Gas	\$ 207,745.00	3%
Horton	Model 523	Type III, Ford E450, 157"x96"x72" HR Walk through, Gas	\$ 254,637.00	3%
Horton	Model 533	Type III, Ford E450, 163"x96"x72" HR Walk through, Gas	\$ 255,607.00	3%
Horton	Model 533	Type III, Ford E450, 169"x96"x72" HR Walk through, Gas	\$ 257,392.00	3%
Leader	CE MR	Type II Transit "CE" MR	\$ 119,069.00	3%

Leader	CE PRO MR	Type II Transit "CE PRO" MR	\$ 126,512.00	3%
Leader	SE MR	Type II Transit "SE" MR	\$ 129,136.00	3%
Leader	LE HR	Type II Transit "LE" MR	\$ 149,882.00	3%
Leader	SE HR	Type II Transit "SE" MR	\$ 136,998.00	3%
Leader	LE	Type II Sprinter "LE" MR	\$ 169,493.00	3%
Leader	SE	Type II Sprinter "SE" MR	\$ 148,954.00	3%
Leader	SE	92/145 Type III Ford "SE"	\$ 201,011.00	3%
Leader	LE	94/148 Type III Ford "LE"	\$ 237,706.00	3%
Leader	LE	96/170 Type III Ford "LE"	\$ 269,235.00	3%
Leader	ССТ	96/170 CCT Type III Ford	\$ 316,659.00	3%
Leader	Sprinter	86/148 Type III Sprinter "LE"	\$ 267,664.00	3%
Leader	LE	96/150 Type I Ford "LE"	\$ 289,495.00	3%
Leader	LE	96/173 Type I Ford "LE"	\$ 305,977.00	3%
		Category C - Other Specialty Vehicle or Equipment		
Flex	2024 Ford F250	SRW, 4x2, Gas, 56" CA, standard cab	\$ 117,098.00	3%
Flex	2024 Ram 2500	SRW, 4x2, Gas, 56" CA, standard cab	\$ 117,135.00	3%
Flex	2024 Chevy 2500 HD	SRW, 4x2, Gas, 56" CA, standard cab	\$ 117,135.00	3%
		Category E - Remount Services Only		
SERVS		SERVS Option Catalog		
		Category F - Remount on Contractor Provided Chassis		
SERVS		SERVS Option catalog		
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Professional Ambulance Sales & Service SERVS

Ambulances, EMS & Special Service Vehicles

HGACBuy Contract No.: AM10-23

AUTHORIZED DEALERS

Dealer Name	Address	City	State	Zip Code	Phone	Contact	Products
Allsource Enterprises (Southern Emergency	2022 County Road 91	Roanoke	AL	36274	706-594-2228	Brock Butts	Horton Emergency Vehicles
Consultants) Allsource Enterprises (Southern Emergency					803-960-0052,	Meredith Martin, Louis Al	
Consultants)	5031 Hwy 153	Easley	SC	29642	864-313-1657	Willimon	Horton Emergency Vehicles
American Response Vehicles, Inc.	521 Hillsdale Rd.	Columbia	МО	65201	573-443-8881	Blake Clifton	AEV
Eastford Fire & Rescue Services, Inc.	10 Westford Rd	Eastford	CT	06242	860-428-7680	Christopher Bowen	AEV
ETR, LLC	700 South French Ave	Sanford	FL	32771	407-339-6737	Jerry Michaluk	AEV, Horton Emergency Vehicles, FLEX SRM
Fleet Plus, LLC	2517 E Erwin St	Tyler	TX	75702	903-705-7142	Erik Switzer	Remounts
Foster Coach Sales, Inc.	903 Prosperity Dr.	Sterling	IL	61081	800-369-4215	Andrew Foster	
Greenwood Emergency Vehicles	530 John Dietsch Blvd	North Attleboro	MA	02763	508-695-7138	Lorna Marcoux	Horton Emergency Vehicles
Halcore Group (American Emergency Vehicles AEV)	101 AEV Lane	Jefferson	NC	28460	800-374-9749	Randy Barr	AEV
Halcore Group (Horton Emergency Vehicles)	3800 McDowell Road	Grove City	ОН	43123	614-539-8181	Dave Marshall	Horton Emergency Vehicles
Holland Motor Homes (Emergency Vehicles Plus)	670 E 16th Street	Holland	MI	49423	616-405-1802	Mark Genzink	Ambulances, Remounts, Fire Apparatus
Laake Enterprises Inc. (FESCO)	7010 Troy Hill Drive	Elkridge	MD	21075	410-379-5353	Peter Laake, Jr.	Horton Emergency Vehicles
Leader Emergency Vehicles	10941 Weaver Ave	South El Monte	CA	91733	786-671-5635	Irina Hot	Leader Emergency Vehicles
NWEV LLC (Northwestern Emergency Vehicles)	268 NWEV Drive	West Jefferson	NC	28694	800-536-8488	Blake Clifton	AEV
Professional Sales and Service	1720 W Indiana Ave Ste C	Salt Lake City	UT	84104	801-977-3961	Braxton Peterson	AEV, Horton Emergency Vehicles, Leader, FLEX
Professional Vehicle Corporation	12 Industrial Park Road	Rumford	ME	04276	207-346-2400	Nate Robbins	Ambulances
Siddons-Martin Emergency Group	1362 East Richey Road	Houston	TX	77073	800-784-6806	Jeff Doran	Horton Emergency Vehicles
Specialty Hearse & Ambulance Sales Corp.	60 Engineers Lane	East Farmingdale	NY	11735	516-349-7700	Bob O'Neill, Scott O'Neill	AEV
Specialty Truck Sales & Service	90 Jolly Industrial Park Drive	Wilder	KY	41076	859-442-5100	Jim Kaelin	Horton Emergency Vehicles
VCI Emergency Vehicle Specialists, LLC	43 Jefferson Ave	Berlin	NJ	08009	800-394-2162	Rich Bohny	AEV, Horton Emergency Vehicles

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



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

Mailing Address:

Rachel Laurie Riddle Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., Ala. Code 1975

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. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. 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. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

***Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), Ala. Code 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(1)(1) and (2), Ala. Code 1975, as amended by Act 2023-497.

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:3/19/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sumuri LLC for forensic computer workstation for MPD Cyber.

General fund.

Amount of Contract:

\$19,568.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240229 Sumuri Agenda Package POs Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/11/2024 - 11:00 AM

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.
ii Cost wiii continue, write indefinite and list project annuar-cost.

RESOLUTION

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
5164	2024	(1545) POLICE CYBER DIVISION	FORENSIC COMPUTER WORKSTATION FOR MPD (PRICE BELOW BID REQUIREMENT)	\$19,568.00	(298805) SUMURI LLC

Adopted:		
	City Clerk	



Bill To

Requisition 00005164-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

_____ Vendor

|Status: Approved

Page 1

SUMURI LLC 40 S MAIN ST P O BOX 121

MAGNOLIA, DE 19962

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

vendorinvoices@citvofmobile.org

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department

02/08/24 | 298805 | | | POLICE CYBER DIVISION -----

LN Description / Account

Qty Unit Price Net Price

General Notes

PER GSA CONTRACT #GS35F363DA AND YOUR QUOTE #E10084.

STATE OF ALABAMA CODE 41-16-51(A)(15) SECURITY EXEMPTION.

001 TALINO INTEL WORKSTATION TWO (2) 1.00

INTEL XEON GOLD 6442Y 2.6 GHZ (UP TO 4.0 GHZ MAX TURBO) 24-CORE/48

EACH

19568.00000 19568.00

4800 MHz RAM ONE (1) 2TB SSD FOR THE OPERATING SYSTEM ONE (1) 4TB M. 2 NVME SSD FOR TEMPORARY FILES AND

THREAD PROCESSORS 256 GB OF DDR5

PROCESSING ONE (1) 1TB M.2 NVMe
SSD FOR DATABASE QUAD PCle 4.0 M.2
Carrier with four (4) 2tb M.2 NVMe
SSDS (8TB IN RAID 0) EIGHT (8) 6TB
HARD DRIVES IN RAID 10 FOR DATA

STORAGE ONE (1) HIGH END RAID CONTROLLER CARD WITH 12 Gb/s

PROCESSING ONE (1) RTX A4500 WITH 20GB GDDR6 ECC VRAM GRAPHICS

PROCESSING UNIT BLU-RAY 16X BD-R 4MB CACHE SATA BLU-RAY BURNER

FORENSIC CARD READER ONE(1) 2. 5"HOT SWAP BAY WITH FOUR(4)
REMOVABLE TRAYS ONE(1)3.5" HOT

SWAP TRAY WITH FIVE(5) REMOVABLE BAYS ONE(1) 4 PORT USB 3.0 HUB ONE(1) 10 PORT USB 2.0 HUB TABLEAU



Bill To

Requisition 00005164-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

|Status: Approved

Page 2

Vendor SUMURI LLC 40 S MAIN ST P O BOX 121

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

MAGNOLIA, DE 19962

vendorinvoices@cityofmobile.org

Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department

02/08/24 |298805 | | | POLICE CYBER DIVISION

Qty Unit Price Net Price

LN Description / Account T3iu FORENSIC BRIDGE TABLEAU T356789iu FORENSIC BRIDGE ONE(1) 1000 WATT POWER SUPPLY UNIT HIGH END WHISPER QUIET FANS THROUGHOUT THE ENTIRE SYSTEM (HYDRAULIC FLUID BALL BEARING RATED AT 3000,000 HOUR LIFESPAN) MICROSOFT WINDOWS 11 PRO 64 BIT THREE (3) YEAR STANDARD WARRANTY ADDITIONAL SPECIFICATIONS SIZE 15"WX19. 06"HX20.06"D (381MMX484MMX510MM) OPEN 5.25" BAYS=10 FAN SIZE(S)=120MM PCI CHASSIS EXPANSION SLOTS_8 ALUMINUM THICKNESS _0.118"(OR 3.00MM) FINISH_POWDER COATED BLACK WITH **BLACK APPOINTMENTS**

1 1000.30.15.1530.1545.1530.0000.0000.44020.

19568.00

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



Bill To Requisition 00005164-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. MOBILE, AL Review: Buyer: 9105fola 36601 vendorinvoices@cityofmobile.org Status: Approved Page 3 _____ Vendor Ship To SUMURI LLC GULF COAST TECHNOLOGY CENTER 40 S MAIN ST 455 ST LOUIS ST. SUITE 2300 P O BOX 121 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG MAGNOLIA, DE 19962 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 02/08/24 | 298805 | | POLICE CYBER DIVISION _____ LN Description / Account Qty Unit Price Net Price Requisition Total 19568.00 **** General Ledger Summary Section **** Amount Remaining Budget 1000.30.15.1530.1545.1530.0000.0000.44020. 19568.00 10395311.79 POLICE CYBER DIVISION EXP OPERATING SUPPLIES **** Approval/Conversion Info **** Activity Date clerk Comment 02/28/24 Auto approved by: 9105fola Auto approved by: 9105fola Approved DONALD ROSE Approved 02/28/24 SANDRA LEWIS Approved 02/28/24 Auto approved by: 9105fola STEVEN KRONINGER Auto approved by: 9105fola Approved 02/28/24 SAMANTHA COOLEY 02/28/24 02/28/24 Auto approved by: 9105fola Auto approved by: 9105fola Approved JOHN PAINE Approved MICHAEL SPAFFORD Approved 02/28/24 ANNE FOLEY _____ Date: ____ Authorized By: Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Marc Vassallo, Public Services, Director

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Professional engineering services associated with compliance with above ground service tank at Municipal Garage

Amount of Contract:

\$69,975.00

Funding Source

Project # C0648 Municipal Garage Above Ground Service Tank (AST) **Discretionary Funds**

Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

Municipal Garage Above Ground Service Tank (AST) Cover Memo 3/13/2024

REVIEWERS:

Department Reviewer		Action	Date
Public Service	Vassalo, Marc	Approved	3/13/2024 - 4:04 PM
Budget	Moore, Rick	Approved	3/13/2024 - 4:09 PM
Legal	Kern, Chris	Approved	3/13/2024 - 4:31 PM
Legal	Kern, Chris	Approved	3/13/2024 - 4:34 PM

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

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PROJECT NAME: Municipal Garage Above Ground Service Tank (AST)						
CAPITAL PROJECT # <u>CO</u>	648	_ DATE OF RECEIP	T03/13/2024			
DEPT. PROJECT #	DEPT. PROJECT #					
PROJECT DESCRIPTION	Professional E	ngineering Service	es associated with			
compliance with abov	e ground service	e tank at the Muni	cipal Garage.			
CONTRACT AMOUNT _	\$ 69,975.00					
VENDOR NAME CDG, I						
VENDOR NUMBER 29	8988					
DEPT #						
CONTRACT ADMINISTE	RATOR Marc Vass	allo				
Please Select by circlin	g one (Type):					
Architectural	Engineering	Testing	Professional Services			
Construction (Unit Price)*	Construction**	ROW (Acquisitions)				
Performance-Contributed	Contractual	NonContractual				
RETAINAGE INFORMAT	RETAINAGE INFORMATION:					
SHOULD RETAINAGE BE WITHHELD? Y N \times ; 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: Lisa I	Roberts	Date	3/13/2024			

Revised 5/16/2022 Tiffany Hollins

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	CDG, Inc.
Project Name:	Municipal Garage Above Ground Service Tank (AST).
Estimated Cost:	\$69,975.00
Adopted:	
City Clerk	



MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST), PROFESSIONAL SERVICES

ENGINEER:

CDG, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this ____day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **CDG**, **INC**. (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of designing different solutions on putting a secondary confinement wall around an Above Ground Service Tank

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. <u>DEFINITIONS</u>

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

DIRECTOR OF PUBLIC SERVICES - That person designated by the CITY as DIRECTOR OF PUBLIC SERVICES or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **CDG**, **INC**.

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the Director of Public Services for the CONTRACT.

PROJECT -MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST) PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with Compliance with Above Ground Service Tank at the Municipal Garage.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control.

Should the DIRECTOR OF PUBLIC SERVICES request, the ENGINEER shall schedule and conduct monthly meetings with the DIRECTOR OF PUBLIC SERVICES to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the Director of Public Service, all qualifications of all engineers, technical staff, inspectors, observers, agents, any substitutions, replacements, or additions prior to appointment or use by the ENGINEER. Although the DIRECTOR OF PUBLIC SERVICES shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the DIRECTOR OF PUBLIC SERVICES, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into ten (10) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the DIRECTOR OF PUBLIC SERVICES and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the DIRECTOR OF PUBLIC SERVICES until the end of the PROJECT.

To ensure proper implementation of the ABOVE GROUND SERCVICE TANK program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the DIRECTOR OF PUBLIC SERVICES.

A. Topographical and Control Survey - TASK 1

In accordance with the current edition of the Standards of Practice for Land Surveying in the State of Alabama

- 1. Limits generally include 50' in each direction from the existing fuel tank
- 2.Horizontal and vertical survey control to be based on NAD 83 (Alabama State Plane Coordinates System) and NAVD 88, respectively, and collected using the Alabama CORS Network
- 3. Reference survey to City of Mobile's local benchmarks
- 4. Data collection using traditional ground measurements, GPS, photogrammetry, and/or remote sensing
- 5. Establish permanent benchmarks, minimum of two
- 6. Locate selected natural site features and man-made site improvements that are pertinent to design
- 7. Provide existing surface contours at one foot intervals
- 8. Locate visible utilities and utilities marked by the City

B. Elevation Certificates - TASK 2

- 1. Design elevation certificate of the two tanks based on plan elevations
- 2. As-built elevation certificate of the two tanks after they have been elevated

C. Schematic Layouts- TASK 3

- 1. One of the existing 10,000 gallon tank with secondary containment
- 2. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment
- 3. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment and canopy
 - 4. A maximum of one revision to each schematic is included
 - 5, Each option will be accompanied with a cost estimate

D. Civil Site Design- TASK 4

- 1. Perform one site visit to confirm piping, electrical, card lock, etc.
- 2. Preparation of Final Design Plans in accordance with applicable codes and regulations which may include the sheets listed below.
 - Cover Sheet
 - Notes & Legend
 - Best Management Practices
 - Existing Conditions
 - Site Layout Plan
 - Site Grading and Drainage Plan
 - Erosion Control and BMP Plan
 - Cross-section schematic showing the base flood elevation, method of elevating the tank and proposed bottom of tank elevation
 - Construction Details
 - Performance requirements for canopy
 - 3. Provide a project manual
 - City of Mobile bid documents
 - Applicable technical specifications
 - 4. Submit the City's Design Certification and Checklist, as well as any additional documentation required for City permitting of the project

E. Electrical Design-TASK 5

- 1. 10,000 gallon tank
 - · Electrical associated with elevating the tank
 - Reconnect tank probe, overflow alarm and card lock
- 2, 2,000 gallon tank
 - Electrical associated with relocating the tank
 - Tank probe, overflow alarm and connect to the existing card lock system.
- 3. Canopy
 - Electrical supply and performance spec for lighting

F. Structural Design-TASK 6

- 1. Tank Support for elevating the two tanks.
- G. Environmental Permitting-TASK 7
 - A separate consultant has been selected to update the SPCC for the entire facility.
 CDG will provide the necessary documentation of this project in support of the other consultant securing the SPCC permit.

2. CDG will provide ADEM tank registration form for final execution by the City for each tank.

H. City Permitting- TASK 8

- 1. Submit necessary information for the following permits:
 - Land Disturbance Permit, Tier II
 - Building permit for each tank and canopy

I. Procurement- TASK 9

- 1. Submit the project Advertisement for Bids in accordance with state bid law ·
- 2. Distribute bid packets to prospective bidders
- 3. Pre-bid conference
- 4. Assist the City in conducting a bid opening
- 5. Review bids, issue Certified Bid Tabulation and Recommendation of Award
- 6. Review insurance and bonds
- 7. Assist in execution of the contract
- 8. Assemble executed project manuals

J. Construction Administration TASK 10

- 1. Assist the City in conducting a Pre-Construction Conference
- 2. Issue Notice to Proceed
- 3. Review submittals and shop drawings
- 4. Perform five site visit during construction
- 5. Perform a final inspection
- 6. Perform one follow-up inspection to ensure the punch list from the final inspection has been satisfied
 - 7. Compile as-built drawings
 - Submit Engineer's As-built Certification
 - 1. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
 - 2. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Ay

- reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.
- 3. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

EXCLUSIONS:

Notable exclusions to the overall scope of work include, but not limited to, the following:

- Boundary survey
- Staking
- Environmental permitting other than the aforementioned
- · Permit or advertising fees

IV. MUTUAL AGREEMENT

- A. It is mutually agreed by the parties hereto as follows:
 - 1. The term of this Agreement may extend beyond one year.
 - 2. The CITY may terminate this Agreement for any reason with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination all finished unfinished documents, data, studies, surveys, drawing, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspend the PROJECT for more than ninety (90) consecutive days, the ENGINEER, may terminate this CONTRACT by giving thirty (30) days written notice.

- 3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at the CITY's discretion.
- 4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the term of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follow;

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in Section III. A-J of this CONTRACT shall not exceed \$64,975.00 (Sixty Four Thousand Nine Hundred Seventy Five Dollars and Zero Cents).
 - b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

B. ADDITIONAL SERVICES

a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed \$5,000.00 (Five Thousand Dollars and no cents).

b. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY. The CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

c. Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$69,975.00 (Sixty Nine Thousand Nine Hundred Seventy Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable, ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER 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. <u>INSURANCE</u>—For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:
 - 1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than

\$1,000,000 per claim.

2. 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
Bodily Injury by Disease
Bodily Injury by Disease
S1,000,000 each accident
\$1,000,000 policy limit
\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. 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 ENGINEER.
- 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.

4. 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.

5. 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.

C. 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).

- 1. <u>Waiver of Subrogation</u> Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.
- 2. Additional Insured City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
- 3. <u>Primary Insurance</u> 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.
- 4. <u>Notice of Cancellation</u> 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
- 5. <u>Certificates of Insurance General</u> 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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is Capital. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW 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 shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

	By:
	William S. Stimpson
ATTEST:	Mayor
By:	
By: Its City Clerk Print:	
F1III	
	CDG, INC.
	By: R Will
	Print: R DANIEL WELLS
	Its: CHIEF OPERATING OFFICE
	Address: 11 W Court Square
	Andalusia, AL 36420
	Telephone: 334-222-943/
STATE OF ALABAMA CITY OF MOBILE COVINGTON COUN	ity m
I, Michelle Wilson, a Notary P	ublic in and for said State and County, hereby
certify that R. Daniel Wells	, whose name as Chief Operating Officer of
CDG INC. is signed to the foregoing conveyar	ace and who are
known to me acknowledged before me on this	s day, that, being informed of these contents of the
conveyance, he as such officer and with full au	thority, executed the same voluntary
on the day the same bears date.	
Given under my hand and notarial sea	on this the 26 day of February 2024
	Michelle Wellson NOTARY PUBLIC
	My Commission Expires: 9-23-26

EXHIBIT 1: SCOPE OF SERVICES

• See Page 4-6

EXHIBIT 2: PROJECT ESTIMATE

PROJECT-MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST) PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed \$69,975.00 [Sixty-Nine Thousand Nine Hundred Seventy-Five Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: District 3

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1 Task 2 Task 3 Task 4 Task 5 Task 6 Task 7 Task 8 Task 9 Task 10:	\$4,150.00 \$4,200.00 \$13,550.00 \$8,625.00 \$5,750.00 \$2,650.00 \$2,850.00
Base Contract Amount	\$ 64,975.0 <u>0</u>

Total Contract Amount including Additional Services \$ 69,975.00



2023 PROJECT FEE SCHEDULE CIVIL & GEOMATICS SERVICES

Mobile Fuel Facility Improvements

770 Gayle Street, Mobile, Alabama CDG PROJ. NO: R481523001

Title	Rate/Hour
Title Administrative Assistant	\$75.00
Administrative Professional	\$120.00
Survey Crew Member	\$85.00
Survey Manager (PLS)	\$195.00
Project Designer	\$95.00
Engineer I	\$135.00
Engineer II	\$145,00
Engineer III (PE)	
Engineer IV (PE)	\$210.00
Project Manager (PE)	
Environmental Practice Leader (PE)	\$250.00
Miscellaneous	Rate
Mileage	Approved Federal Rate

Notes

- 1. Mileage and travel time will be charged portal to portal.
- The provided rates are for work performed during normal business hours. Overtime charges
 (1.5) will apply for personnel hours worked in excess of 8 hours per day, at night and for time
 worked on weekends or holidays.

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS

CLEDFORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2023

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). SONIACT Cherry Ledford The Witherington Insurance Group PO Box 448 Troy, AL 36081 [AIS, No. Ext): (334) 566-1477 215 AC, Not (384) 566-7986 ADDRESS: cherry.ledford@witheringtoninsurance.com insurer(s) appoinding coverage NAIO # INSURERA: EMCASCO 21407 25186 INSURER B. EMC Property & Casualty Company Maured 20443 INSURERO: Continental Casualty Insurance Company CDG, inc. P O Box 278 INSURER D. AL Self Insured WC Fund Andalusia, AL 36420 INSURER E. Crum & Forster Specialty Insurance Company 44520 INSURER F 1 REVISION NUMBER: COVERAGES CERTIFICATE 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. POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 1,000,000 A COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURREN 600,000 CLAIMS-MADE X OCCUR 1/1/2024 1/1/2025 3D83493 28 6,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: **CENERAL AGGREGATE** 2,000,000 POLICY X TES PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIY (Ea ancheal) 1,000,000 AUTOMOBILE LIABILITY X 3E83493 25 1/1/2024 1/1/2025 ANY AUTO BODILY INJURY (Per baison) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) YEARY SHOOL HIRED) AUTOS CNLY 5,000,000 CX X UMBRELLA LIAN **GCOUR** EACH OCCURRENCE CUE6080045805 1/1/2024 1/1/2025 5,000,000 CLAIMS-MADE EXCESS LIAB AGGREGATE 10,000 DED X RETENTIONS WORKERS ODMPENSATION AND EMPLOYERS LIABILITY X STATUTE 1,000,000 1/1/2024 1/1/2025 1000536 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N 1,000,000 E.L. DISEASE : EA EMPLOYEE irges, describe under DESCRIPTION OF OPERATIONS below Professional Liabili 1,000,000 61 Disease-Policy LIMIT Ea Claim/Policy Agg 1/1/2025 5.000,000 AEH691880168 1/1/2024 1/1/2024 1/1/2025 Ea Claim/Policy Agg 5,000,000 Pollution Liability CPL 114779 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORO 101, Additional Remarks Schedule, may be ellected it more space is required)
Employer's Liability: Carrier: Midwest Employers Casualty Co. Policy #PUAL 128001; policy, term Jan. 1, 2024 to Jan. 1, 2025
Bodily injury by Accident \$1,000,000 each accident; Sodily Injury by Disease \$1,000,000 policy itmit; Sodily injury by Disease \$1,000,000 each accident; CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Information

ACORD 25 (2016/03)

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AUTHORIZED REPRESENTATIVE

EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Return to Office of Supplier Diversity Via email: archnique.kidd@cityofmobile.org

DBE Compliance DBE UTILIZATION REPORT				P.O. Bo Mobile, A	2000 CO (20-00 CA C C) C			
CONTRACTOR: CDG, Inc. Certified DBE: YES NO				Contract Start Date:	March, 2024			
DESCRIPTION: Professiona	l Servi	ces - Elevating Fuel Tank at 770 (Gayle Stree	t			Estimated Completio	n Date: March, 2025
This report is for the month (CHECK ONE):	oth of: JAN APR FEB MAY MARCH JUNE			JULY OCT AUG NOV SEPT DEC		FINAL		
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		al Contract Amou	200		ents to Date from ty of Mobile	OFFICE USE ONLY (Verification)
\$ 69,975.00		\$ NA	\$ \$69,97			\$ 0		
		on the contract, whether or not the f t being met, please include a narrati						
DBE SUBCONTRACTOR	DBE D	ESCRIPTION OF WORK	DBE SUBCON	TRACT AMOUNT	DBE PAYM REPORT	ENTS THIS	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
MBA Structural Engineers	Profes	sional Services - Structural Engineering	\$ ~5,000		\$ 0.00		\$ 0.00	
			\$		\$		\$	
			\$		\$		\$	
			\$		\$		\$	
TOTALS			\$ ~5,000		\$ 0.00		\$ 0.00	
	JPPLIER brester			2 / 15 / 2 (Date)		ON IS ON FIL	E AND IS AVAILABLE FO	R INSPECTION BY
			DBE Utiliza	tion Report				



City of Mobile Ordinance

Sec. 14-2. - Participation by socially and economically disadvantaged contractors.

- (a) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall make every reasonable effort to require that the contractor, firm or company to which any such contract is awarded must have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
- (b) The city will hire a consultant to provide technical assistance and recommend regulations to the city to ensure every reasonable effort is made to implement this section.

(Ord. No. 65-020, §§ 1, 2, 11-6-85)



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 4th Floor

Bidders and Proposers - Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- · Evaluate your capability to complete the performance of this contract.
- · Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification <u>may</u> require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Page 1 of 5 Subcontractor/Supplier Plan



Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 4th Floor

Subcontracting and Major Supplier Plan

Section I. Inform	ation about your o	FORM 1: Background and Plan		
Company	CDG, Inc.			
Address	11 W Court Square Andalusia, AL 36420			
Telephone	256-558-7964			
E-Mail	lance.armbres	ster@cdge.com		
RFP/RFQ Solici	tation Number			
Project Descript	ion	Elevating Fuel Tank at 770 Gayle Street		
Is your company	a DBE company?			
Work force demographics		Male 150 Female 43 Minority 11 Non-minority 182 Vets 11		
Total #of Employees193				
Subcontractor/N	lajor Supplier Plan	submitted by:		
Printed Name:	Lance Armbreste	er		
	for flato	Date: 2/15/24		
Title: Project	Manager			
The following of for DBE participation	employee will be despation and maintena	signated as the DBE Liaison for all communication regarding DBE participation including documental ance of records of Good Faith Efforts for this contract award:		
Name: Kristy	y Brown	Title: Human Resources Director		
E-mail:_ Phone	e: Kristy.brown@c	<u>sdge.com</u> 334-222-9431		

Page 2 of 5 Subcontractor/Supplier Plan



Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 4th Floor

Subcontracting and Major Supplier Plan

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FORM 1: Background and Plan Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid #Your Bid/Proposal Amount \$ 69,975.00				Date:2	_/15	_/_24_
Description Elevating Fue	l Tank at 770 (Gayle Street				
Name of Bidder/Proposer: _	CDG, Inc.					
I intend to use the follow	wing subcon	tractors: (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
MBA Structural Engineers	205-323-6385	Professional Services - Structural Engineering	~\$5,000	7.1%	Yes	
EE Group	256-413-7717	Professional Services - Electrical Engineering	~\$7,500	10.7%	No	
		•				

Page 3 of 5 Subcontractor/Supplier Plan



Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:	CDG, Inc.			
Contact Person:	Lance Armbrester	Phone_	256-558-7964	Email lance.armbrester@cdge.com
Please complete	e this form if you are unable to identify DBF subcor	ntractors	or suppliers to reach	15% of the value of your bid.

YES (ио (□)	Did you do these suggested areas for DBE recruitment and engagement
NA		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Х		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
х		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.
Х		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.
NA		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
NA		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page of other internet portals that are accessible to DBEs and/or potential subcontractors.
Х		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.

Page 4 of 5 Subcontractor/Supplier Plan



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Subcontracting and Major Supplier Plan

х	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
NA	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.
NA	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.
NA	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, 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.

Please indicate if any of the following applied: There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.	
X 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.	
	_
Suggestions or comments to improve this program	_

Page 5 of 5 Subcontractor/Supplier Plan

About OSD

Our Office

The Office of Supplier Diversity oversees certification, compliance, training, outreach and capacity building for the City of Mobile Equal Business Opportunity Programs. Anchored by the State and Local Disadvantaged Business Certification Program, the City's Equal Business Opportunity programs are designed to identify disadvantaged business enterprises (DBE), service-disabled veteran owned, woman owned business (WBE) and small businesses (SBE) according to discrete certification standards, and then to mitigate the effects of past and present social-disadvantage and economic-disadvantage by increasing the opportunity of DBEs in the procurement of goods and services by the City of Mobile.

The Office of Supplier Diversity does not employ set-asides for DBEs or promote the hiring of DBE firms that do not perform a commercially useful function. Instead, the office supports plans that allow DBE firms to receive their fair share of procurement opportunities based on their availability, competency, capacity and willingness to work with the City of Mobile. The office promotes strategies that foster an environment where prime contractors and DBE firms can form joint ventures, teaming agreements and mentor-protégé relationships to bid and perform successfully on City contracts when needed.

The Office of Supplier Diversity exists to help DBEs overcome challenges. The programs and services provided through the Office of Supplier Diversity are a direct response by the City of Mobile to help DBE firms overcome challenges while helping to build a better Mobile.

Our Mission

The Office of Supplier Diversity is dedicated to creating and implementing programs, policies and procedures that assist minority, women, service disabled veteran and small business with gaining greater access to procurement opportunities and resources to build competitively viable and sustainable businesses in and for the City of Mobile.

Our Vision

The Office of Supplier Diversity's vision is to develop a program that will deliver and capture value through supplier diversity.

Our Values

The Office of Supplier Diversity is committed to acting honestly and ethically in all our transactions and dealings. We are committed to treating everyone with whom we encounter fairly and respectfully. We are committed to acting thoughtfully and responsibly for the City and citizens of Mobile.

Our Key Objectives

The Office of Supplier Diversity will concentrate efforts on improving its effectiveness in four key areas:

- Increase the number of available and capable certified minority, women and disadvantaged owned firms for the City or Mobile
- Increase the number and the dollar amount of procurements with City of Mobile-certified DBE firms
- Improve compliance and monitoring of DBE participation on City of Mobile contracts
- Help the City of Mobile-certified DBE firms build more competitive and sustainable businesses for the benefit of the City and citizens of the City of Mobile.

Preference Awards:

The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:

- 1. The Competitive Bld Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with at value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
- State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
- 3. Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
- 4. Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
- Preference for Resident Responsible Bidders against Foreign Entities- The City
 may award a bid to a responsible bidder with a place of business within the city
 or its police jurisdiction if the bid is not more than 10% more than the apparent
 lowest responsible bid submitted by a Foreign Entity.
- 6. Preference for Disadvantaged Businesses- The City may award a bid to a "qualifying" responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a "qualifying" responsible bidder is: (1)a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

Please note that the City is not allowed to use these preferences to award contracts for improvements to public property under the Public Works Law. For those contracts, the City may only award the contract to the lowest responsible bidder, and cannot show preference to local or disadvantaged businesses.

Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City.

Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama.

A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

"Place of Business":

The City considers a "place of business" to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner's employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity's "place of business," such as an individual's home or residence, or an an agent's or attorney's office who may represent multiple parties out of that specific location, do not qualify as a "place of business" for these purposes.

"Owned" means 51% or greater active ownership by a person or persons of the designated preference category.

Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3. Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Director, Real Estate Asset Mgmt

Sponsored by:

William S. Stimpson, Mayor and Councilmember William Carroll

Purpose and Scope of Project:

Authorize Amendment #2 to Contract with Goodwyn Mills Cawood, LLC For Master Plan Improvements at the Mobile Civic Center; Adding \$16,704,096.00

Amount of Contract:

3,018,067.00

Funding Source

Project # Mobile Civic Center - Improvements
Master Plan, C0690; CC-034D-22 **Discretionary Funds**

Project String 2000.2000.42200 Contract Number:4469

Budget Amendment REDUCE INCREASE 16,704,096.00 **Grant Funds Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/12/2024
CHANGE ORDER GMC AMENDMENT	Exhibit	3/12/2024
GMC Contract Amendment-02		3/12/2024
Letter GMC Design Change 11.27.23	Exhibit	3/12/2024
CCSS	Cover Memo	3/13/2024

REVIEWERS:

Department Reviewer Action Date

Real Estat	e Stout, Carleen	Approved	3/12/2024 - 4:21 PM
Capital	Rhodes, Brenda	Approved	3/13/2024 - 2:38 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:56 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 4:11 PM

RESOLUTION - AMENDMENT

Sponsored by: Mayor Stimpson and Councilmember William Carroll

file in the office of the City Clerk.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 02 to Contract 4469, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars (\$ 16,704,096.00) shall be added to the current contract amount of Three Million Eighteen-Thousand Sixty-Seven Dollars (\$3,018,067.00), with the new Agreement sum to be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars (\$19,722,163.00). A copy of said contract is on

Name of Company:	GOODWIN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	\$ 16,704,096.00 (ADDITIONAL AMOUNT)
Adopted:	
City Clerk	_

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E Dept.	3032
DATE OF REC	QUEST: 3/4/24
CHANGE ORDER: (when money is available in project's budget; from	
VENDOR NAME: GOODWYN MILLS CAWOOD, LLC	276184
DISTRICT#: 2	
DEPT. PROJECT#: CC-034D-22	
REQUEST: Please Add \$_16,704,096.00 from Capita	l Project#/Title:
C0690 CIVIC CTR - IMPROVEMENTS MASTER PLAN	
to contract#4469	
16 704 006 00	
Total amount of Change Order: \$	
Current contract amount: \$3,018,067.00	
Revised contract amount: \$ 19,722,163.00	
Revised contract amount:	
Comments: TO AMEND THE PROFESSIONAL SERVICES CONTR	ACT BY THE ABOVE
Comments: 10 AMEND THE PROPESSIONAL SERVICES CONTR	ACT BY THE ABOVE
SUM FOR ADDITIONAL WORK REQUIRED IN THE MODIFICATION	ON OF DESIGN
DOCUMENTS AND THE CHANGE IN SCOPE OF SERVICES PUR	DOLLANT TO THE
LETTER DATED NOVEMBER 27, 2023, ATTACHED HERETO.	
LETTER DATED NOVEWIDEN 21, 2023, ATTACHED HERETU.	
CROOD W. OI	

Approval signature

Created by B. Rhodes 3/15/2022

Employee signature



Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan Goodwyn Mills Cawood, LLC Contract 4469 Amendment Number 02

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner: The City of Mobile 205 Government St. Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project: Mobile Civic Center – Improvements Master Plan 401 Civic Center Drive Mobile, Alabama 36602 Project #: CC-034D-22

Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan

Contract #: 4469 Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Agreement states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner

alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows.

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars (\$3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars (\$16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars (\$19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates.

- 1. New Civic Center 60% Design to include 55% Construction Documents due July 31, 2024.
- 2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package due May 31, 2024.
- 3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction due June 30, 2024.

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:	Goldsultant:
Signature	Signature
William S. Stimpson	Yann D. Cowart
Mayor, City of Mobile	Vice President, Goodwyn Mills Cawood, LLC
Date	3.6.2024 Date
Attest:	
City Clerk	

November 27, 2023

Goodwyn Mills Cawood, LLC Attn: Yann Cowart 11 North Water Street Suite 15250 Mobile, AL 36602



Subject:

Contract 4469, Change of Design Concept and Basis of Design for City of Mobile

Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the "SHIFT" scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the "Current Path" and "Option A" in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for "Option E", Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

James A. DeLapp Executive Director

Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

November 27, 2023

Goodwyn Mills Cawood, LLC Attn: Yann Cowart 11 North Water Street Suite 15250 Mobile, AL 36602



Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile

Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

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GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

James A. DeLapp Executive Director

Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME: CIVIC	CTR - IMPROVE	MENTS MASTE	ER PLAN
PROJECT # CO69	-2000.200	0.42200	
PROJECT # <u>CO 69</u>	DA	TE OF RECEIPT	***
			ONTRACT ADD'L WORK
CONTRACT AMOUNT	\$16,704,096 -	INCREAS	E
VENDOR NAME GOOD	DWYN MILLS CAV	WOOD, LLC (CC	ONTRACT 4469)
VENDOR NUMBER 27	76184		
DEPT #3032	DEPT N	AME ARCHITE	CTURAL ENGINEERING
CONTRACT ADMINISTI			
Please Select by circlin		estate as:	SET MANAGEMENT
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	Non Contractua	
Performance-Contributed (Contractual		
RETAINAGE INFORMAT	ΓΙΟΝ:		
SHOULD RETAINAGE BI different, indicate speci		N <u>×</u> ; 5%	of the 1 st 50% or If
*Unit Price Contracts a	re estimates per	F. Kessler - do	not require Change Orders
**General Construction	requires Chang	e Order for 109	% overages.
Prepared by:	1 (1)	Dat	

Revised 11/14/2019 Marilyn McMillan



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:

To approve contract for engineering and construction inspection services.

Amount of Contract:

\$80,000.00

Funding Source

Project # C0724 Discretionary Funds
Project String 2000.2000.48020 Contract Number:4912

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Engineering Services Cover Memo 3/12/2024

REVIEWERS:

Departmen	t Reviewer	Action	Date
Engineering	g Amberger, Nick	Approved	3/12/2024 - 12:49 PM
Capital	Rhodes, Brenda	Approved	3/12/2024 - 1:03 PM
Legal	Kern, Chris	Approved	3/12/2024 - 3:15 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 10:33 AM

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT #: <u>C0724</u>	DA	TE OF RECEIPT:	CEI COM Project: 2022-3005-0
CONTRACT AMOUN	Г: <u>\$80,000.00</u>		
VENDOR NAME: Mc	Crory & Williams	s, Inc.	
VENDOR NUMBER:	132093		
DEPT #: <u>3005</u>	DEPT	NAME: Engineer	
CONTRACT ADMINIST	RATOR: <u>Nick Am</u>	berger	$\langle \widehat{\mathbf{v}}_{ij} \rangle$
Please Select by circlin	ng one (Type):		
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	
RETAINAGE INFORMA	ATION:		
SHOULD RETAINAGE I different, indicate spe		Calls	the 1 st 50% or If
*Unit Price Contracts	are estimates pe	r F. Kessler - do not	require Change Orders
**General Construction	on requires Chan	ge Order for 10% o	verages.
Prepared by: Jessic	a White	Date	3/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilman Ben Reynolds

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, a contract, by and

between the City of Mobile and the company listed below, for work as outlined in the

contract attached hereto and made a part hereof as set forth in full, subject to the company

signing the contract and furnishing the required bonds and insurance. A copy of said

executed contract will be on file in the office of the City Clerk.

Name of Company:

McCrory & Williams, Inc.

Project Name:

Cypress Shores Drainage Improvements CEI

COM Project#2022-3005-09

Estimated Cost:

\$80,000.00

Adopted:

City Clerk

659



CYPRESS SHORES DRAINAGE IMPROVEMENTS CEI

PROJECT NO. 2022-3005-09

ENGINEER:

McCRORY AND WILLIAMS, INC.



STATE OF ALABAMA CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of ______, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and McCRORY AND WILLIAMS, INC. (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. <u>DEFINITIONS</u>

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY AND WILLIAMS**, **INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase as set out in Section III.

PROJECT – Cypress Shores Drainage Improvements, City of Mobile Project No. 2022-3005-09. This is for construction engineering and inspection of ditch and drainage improvements along Canal Dr., Canal Circle East and West, and Canal Parkway. (See Exhibit A for approximate locations). The professional engineering services may include construction inspection services as directed by the CITY ENGINEER.

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain onsite a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. Omit
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services, as required.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY, as required.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use

by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT, as required.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report, Progress Report for the month, and shall be submitted in e-Builder.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- I. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform construction phase services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed \$75,5000.00 (Seventy-Five Thousand Dollars and Zero Cents).
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$80,000.00 (Eighty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER 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. <u>INSURANCE</u>- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. 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.

3. 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 ENGINEER.
- 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.

4. 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.

5. 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.

C. 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).

- 1. <u>Waiver of Subrogation</u> All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. <u>Additional Insured</u> All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- 3. <u>Primary Insurance</u> 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.
- 4. 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.
- 5. 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.

VII. <u>E-VERIFY</u>

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW 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 shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

,	By:
	William S. Stimpson Mayor
ATTEST:	iviayoi
By: Its City Clerk	
Its City Clerk Print:	
2	
	McCRORY AND WILLIAMS, INC.
	By: Carah Vuu camer
	Print: CARAH VUNCANION
	Its: POSSIDENT
	Address: 3207 NTERNATIONAL DR., SUITE G
	MOBILE, AL 36606
	Telephone: <u>051-476-4740</u>
STATE OF ALABAMA CITY OF MOBILE	
I, MARY JANE DONGHUE, a Notary Pu	ablic in and for said State and County, hereby
certify that CARAH YUUCAUNOU	
McCRORY AND WILLIAMS, INC. is signed	to the foregoing conveyance and who are known
to me acknowledged before me on this day, that	t, being informed of these contents of
the conveyance, he as such officer and with full	authority, executed the same voluntary
on the day the same bears date.	
Given under my hand and notarial seal	on this the day of March_, 2024.
A PUBLIC	

EXHIBIT A: PROJECT LOCATION

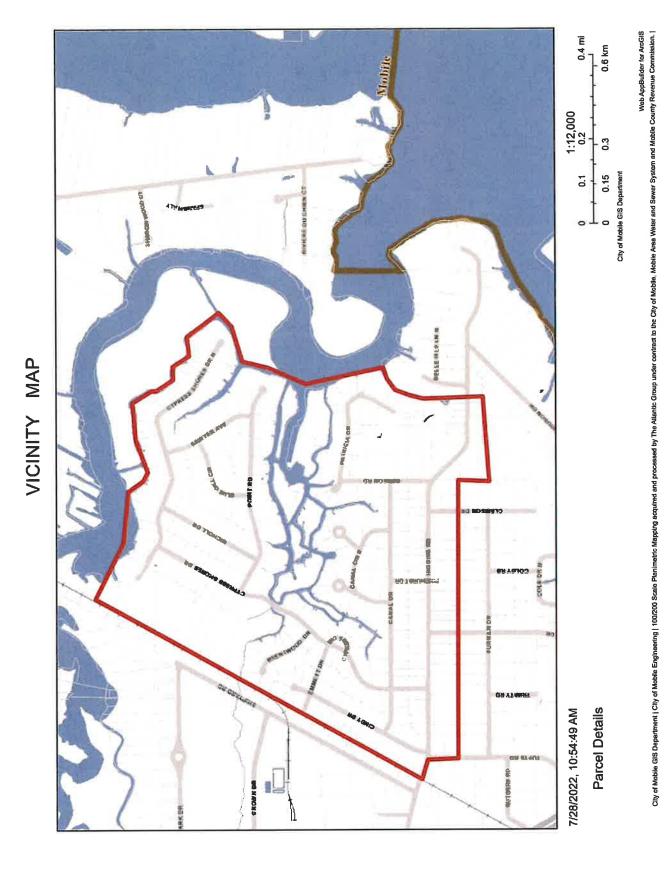


EXHIBIT B: PROJECT ESTIMATE

<u>PROJECT</u> – (See Exhibit A for location.) Cypress Shores Drainage Improvements, City of Mobile Project No. 2022-3005-09.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$1,622,268.00 [One Million Six Hundred Twenty-Two Thousand Two Hundred Sixty-Eight Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Construction Phase and Additional Services) to be paid the ENGINEER shall not exceed \$80,000.00 [**Eighty Thousand Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 4

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



HOURLY RATE SCHEDULE 2024

PRINCIPAL	\$170.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$155.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$145.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$140.00 PER HOUR
ENGINEER	\$125.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$105.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$80.00 PER HOUR
SURVEY CREW 2-MAN CREW 3-MAN CREW 4-MAN CREW 5-MAN CREW	\$135.00 PER HOUR \$165.00 PER HOUR \$185.00 PER HOUR \$220.00 PER HOUR
CLERICAL	\$65.00 PER HOUR
MILEAGE	\$.655 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Project Review & Investigation	\$ 2,500.00
Construction Phase	\$72,500.00
Base Contract Amount	\$ 75,000.00
Additional Services (If requested in writing by the City Engineer)	\$ 5,000.00
Total Contract Amount including Additional Services	\$ 80,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items, if applicable, must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - o Advertisement for Bids
 - o Instructions to Bidders
 - o Contractor Proposal
 - o Contractor Bid Bond
 - o Contractor Labor & Materials Bond
 - o Contractor Performance Bond
 - o Certificate of Contractor's & Subcontractor's Insurance
 - o Special Provisions
 - o Articles of Agreement
 - o Supplemental Specifications
 - o PROJECT Sign Detail
 - o Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - o Documents showing final quantities & payment
 - o Product Specifications, if applicable
- All Haul Tickets
 - o Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports, if applicable
- CADD files of drawings, if applicable
- Pdf's of drawings, if applicable

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD CERTIFICATE OF LIAI	BILITY INSURANCE	DATE (NDATDENYYYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALTER THE COVERAGE AFFORDED B' TE A CONTRACT BETWEEN THE ISSUING INSURER(Y THE POLICIES S), AUTHORIZED		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the part of Subrogation is walved, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of su	e policy, certain policies may require an endorsement.	or be endorsed. A statement on		
PRODUCER	CONTACT			
	PHONE (A/C, No. Ext): FAX (A/C, No.):			
	ADDRESS:			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A:			
INSURED	INSURER B:			
	INSURER C:	_		
	INSURER D :			
	INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA' INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE INSEL.	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPEC ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO BEEN REDUCED BY PAID CLAIMS.	O ALL THE TERMS,		
LTR TYPE OF INSURANCE INSURANCE POLICY NUMBER	POLICY EFF POLICY EXP PARTY PA			
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE	5		
CLAIMS-MADE OCCUR	MED.EXP (Arm one person)	5		
	SONAL & ADVINGERY	5		
GENT, AGGREGATE LIMIT APPLIES PER:	GENERALAGGREGATE	\$		
POLICY PRO- LOC	CUCTS - COMPIOP AGG	s		
OTHER		S		
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)	\$		
OTUA YNA	BODILY INLURY (Per person)	\$		
OVYNED SCHEDULED: AUTOS ONLY AUTOS	BODILY INJURY (Per ancident)	5		
HIRED NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Fer accident)	\$		
		3		
UNBRELLA LIAB OCCUR	EACH OCCURRENCE	\$		
EXCESS LIAB CLASMS-MADE	AGGREGATE	5		
DED RETENTIONS WORKERS COMPENSATION	PER OTH-	5		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR PARTNER EXECUTIVE Y/N	EL EACH ACCIDENT	s		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	EL DISEASE - EA EMPLOYEE	5		
If yes, describe under DESCRIPTION OF OPERATIONS below	EL DISEASE - POLICY LIMET	5		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name:				
Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (exc coverage shall be Primary and Non-contributory. Waiver of Subrogation applies Cancellation, non-renewal or material change shall apply (except 10 days for no	in favor of City of Mobile with respect to all policies. Thirty	applicable), which (30) Day Notice of		
CERTIFICATE HOLDER	CANCELLATION			
City of Mobile	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE C. THE EXPIRATION DATE THEREOF, NOTICE WILL E ACCORDANCE WITH THE POLICY PROVISIONS.			
P.O. Box 1827	AUTHORIZED REPRESENTATIVE			
Mobile, Alabama 36633-1827	Account of			

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2024

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	-	CONTACT Lad Drago	
State Farm	Lad Drago Insurance and Financial Services		43-4174
	7623 Spanish Fort Blvd	E-MAIL ADDRESS; lad@laddragoinsurance.com	
	Spanish Fort, AL 36527	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURED		INSURER B: State Farm Fire and Casualty Company	25143
N	lcCrory & Williams Inc	INSURER C:	
3207 International Drive Suite G Mobile, AL 36606		INSURER D:	
		INSURER E:	
		INSURER F:	
COVERACES	CEDTICICATE MUMPED	DEVISION NUMBER	

OVERAGES 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	TYPE OF INSURANCE		SUB		POLICY EFF	POLICY EXP	LIMIT	•
LTR	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	s 1.000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
В		Υ	Y	93-B1-Y007-7	08/08/2023	08/08/2024	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY			214 0201-B21-01	08/21/2023	08/21/2024	COMBINED SINGLE LIMIT (Es accident)	s 1,000,000
	X ANY AUTO			091 4410-D01-01	10/01/2023	10/01/2024	BODILY INJURY (Per person)	\$
A	OWNED SCHEDULED AUTOS	Υ	Y	070 7349-C10-01			BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY				09/10/2023		PROPERTY DAMAGE (Per accident)	\$
				104 9709-C03-01U	09/03/2023	09/03/2024		S
	✓ UMBRELLA LIAB						EACH OCCURRENCE	\$ 5,000,000
В	EXCESS LIAB CLAIMS-MADE			93-38-0297-8	08/08/2023	08/08/2024	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							S
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						Y PER OTH-	\$
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		93-C3-N402-6	08/08/2023	08/08/2024	E.L. EACH ACCIDENT	\$ 1,000,000
٦	(Mandatory In NH)	'''`		95-05-11402-0	00/00/2025	00/00/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E,L, DISEASE - POLICY LIMIT	\$ 1,000,000
	ALITOMODILE LIABILITY						Combined Single Limit	1,000,000
Α	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	413 5975-D10-01 & 3926159	10/10/2023	10/10/2024		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description: Cypress Shores Drainage Improvements CEI; Project No. 2022-3005-09

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER	CANCELLATION
City of Mobile	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PO Box 1827	AUTHORIZED REPRESENTATIVE
Mobile, AL 36633-1827	Completed by an authorized State Farm representative. If signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2024

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).

PROD	UCER				CONTAC NAME:	Jackie Mu	ırk		
RSC Insurance Brokerage, Inc.				PHONE (A/C, No, Ext): (A/C, No):					
2081 Columbiana Road					E-MAIL ADDRESS: jmurk@risk-strategies.com				
					7.10-01.10		SURER(S) AFFOR	DING COVERAGE	NAIC#
Birmingham AL 35242					INSURER A: Beazley America Insurance Company, Inc. 16510				
INSURED					INSURER B:				
McCrory & Williams, Inc.					INSURER C:				
3207 International Dr.					INSURER D :				
	Suite G				INSURE				
	Mobile			AL 36606	INSURE	ed-state			
COV	ERAGES CER	TIFIC	ATF I	NUMBER:	INSUKE	K1 y		REVISION NUMBER:	
	IS IS TO CERTIFY THAT THE POLICIES OF I				ISSUEC	TO THE INSU			IOD
IN	DICATED: NOTWITHSTANDING ANY REQUI	REME	NT, TE	ERM OR CONDITION OF ANY	CONTRA	ACT OR OTHER	R DOCUMENT \	MITH RESPECT TO WHICH T	HIS
	RTIFICATE MAY BE ISSUED OR MAY PERTA CLUSIONS AND CONDITIONS OF SUCH PC							UBJECT TO ALL THE TERMS,	
INSR			SUBR		TREBOC	POLICY EFF (MM/DD/YYYY)		LIMIT	9
LTR	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	
								DAMAGE TO RENTED	\$
	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC			1				PRODUCTS - COMP/OP AGG	\$
	OTHER:		_					COMBINED SINGLE LIMIT	\$
	AUTOMOBILE LIABILITY							(Ea accident)	\$
	ANY AUTO							BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	S
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
	DED RETENTION \$								\$
	WORKERS COMPENSATION							PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E L EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$
	if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$
									-
A	Professional Liability		Y	C19478230901		08/08/2023	08/08/2024	Each Claim	\$2,000,000
								Aggregate	\$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
Project: Cypress Shores Drainage Improvements CEI									
Proje	ect No.: 2022-3005-09								
Wai	er of Subrogation applies in favor of City of	Mohi	le						
Thirt	(30) Day Notice of Cancellation, non-rene	wal o	r mate				ment).		
Thes	e provisions must be required and accepte	d by t	he ins	ured in written contract or agi	reement				
CEE	TIEICATE HOLDER				CANO	ELLATION			
CER	TIFICATE HOLDER				CANC	ELLATION			
					SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CAN	CELLED BEFORE
								NOTICE WILL BE DELIVER	ED IN
	City of Mobile				ACC	ACCORDANCE WITH THE POLICY PROVISIONS.			
	P.O. Box 180249				ALITHO	AUTHORIZED REPRESENTATIVE			
					~~	いきころ いこしばこうこ			
	Mobile			AL 36618-0249	l		Mil	1441	

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared <u>GARAH VUUGANNON</u> (affiant) who, being duly sworn says as follows:
President/CEO of McCRORY & WILLIAMS, 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 for for the continue to employee 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. McCoopy &
I further attest that said Williams [wc,] is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 5.11538
Carah Vyncanne
CEO of McChony & WILLIAMS IN C.
174
Sworn to and subscribed before me this the 4th day of MARCH . 2024.
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
PUBLIC



Entity ID Number	McCrory & Williams, Inc. 000-038-882						
Entity Type Principal Address	Domestic Corporation						
	MOBILE, AL						
Principal Mailing Address	Not Provided						
Status	Exists						
Place of Formation	Mobile County						
Formation Date	09/09/1975						
Registered Agent Name	WILLIAM E. WILKERSON						
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037 3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037 CONSULTING ENGINEERS \$11,000						
Registered Office Mailing Address							
Nature of Business							
Capital Authorized							
Capital Paid In	\$2,000						
	Incorporators						
Incorporator Name	MCCRORY, WILLIAM C						
Incorporator Street Address	Not Provided						
Incorporator Mailing Address	Not Provided						
Incorporator Name	WILLIAMS, RICHARD J						
Incorporator Street Address	Not Provided						
Incorporator Mailing Address	Not Provided						
Incorporator Name	MCCRORY, MARY PEAVY						
Incorporator Street Address	Not Provided						
Incorporator Mailing Address	Not Provided						
	Annual Reports						
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2010 2017 2018 2019 2020 2021 2022 2023						
	Transactions						
Transaction Date	06/10/1977						
Legal Name Changed From	McCrory & Associates, Incorporated						
Transaction Date	12/15/1997						
Registered Agent Changed From	* Added						
Transaction Date	04/19/1999						
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In						
Transaction Date	04/19/1999						
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES						
Transaction Date	08/17/2021						
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606						
	Scanned Documents						
	Purch. Document Copies						
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.						
Document Date / Type / Pages Document Date / Type / Pages	04 40 4000 - 0 1414						
Document Date / Type / Pages Document Date / Type / Pages Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs. 04/19/1999 Capital Amounts Change 3 pgs. 04/19/1999 Miscellaneous Entry 2 pgs.						

Browse Results

New Search



REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 20	022-3005-09	
Project Description Cypress Sho	ores Drainage Impr	
By City of Mobil	e Department/ Division/ Offi	ce/Unattached Board
waived on the abo	pation goal, pursuant to Or ove-referenced project for t attached any supporting do	dinance of the City Charter and Policy, be the following reason(s):
Waiver requested due to the nature of	the work. This contract is f	for Construction Inspection only.
The tasks are specialized and small en	ough to not warrant the use	of sub-consultants.
	.77	
		· · · · · · · · · · · · · · · · · · ·
contract amount = \$80,000.00		
	THE RESERVE AND ASSESSED ASSESSED.	the transfer of the Control of the C
Nick Amberger		
Requested By (Department Director)		
TAIL A	City Engineer	3/6/24
(Signature)	(Title)	(Date)
251-208-7426	•	. ,
Telephone Number		nberger@cityofmobile.org
Archnique Kidd	Email Ad	dress
Reviewed By (Office of Supplier Diversity)		
Archnique Kidd	Supplier Diversity Mana	ger 3/8/2024
(Signature)	(Title)	(Date)
Approved By (CAO)		The state of the s





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify



Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
 - · Automated verification checks on employees by electronic means, and
 - · Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that
- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9
- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer
 - should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

E-Verify



Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

E-Verify



Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-





Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States.

Page 6 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Page 8 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - · Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

E-Verify



Company ID Number: 521538

- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McCrory & Williams, Inc.

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

03/16/2012

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/16/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: McCrory & Williams, Inc.

Company Facility Address: 3207 International Drive, Suite G

Mobile, AL 36606

Company Alternate Address:

County or Parish:

MOBILE

Employer Identification

Number:

630697109

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North American Industry Classification Systems

Code:

541

Administrator:

Number of Employees:

20 to 99

Number of Sites Verified

2 for:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA

2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Teresa B Dorriety

Telephone Number: E-mail Address:

(251) 476 - 4720

tdorriety@mcwinc.com

Fax Number:

(251) 476 - 4721



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Directory, Real Estate Asset Mgmt

Sponsored by:

William S. Stimpson, Mayor and Councilmember William Carroll

Purpose and Scope of Project:

Authorize Amendment #1 to Contract with Volkert, Inc. for CIV CTR PROJ MGMT/SITE DESIGN/UTI RE at the Mobile Civic Center; Adding \$ 5,577,031.00

Amount of Contract:

945,259.47

Funding Source

Project # CIV CTR PROJ MGMT/SITE DESIGN/UTI RE, C0865; CC-034D-22 **Discretionary Funds**

Project String 2000.2000.42200 Contract Number:4579

Budget Amendment REDUCE INCREASE 5,577,031.00 **Grant Funds Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/12/2024
CHANGE ORDER VOLKERT AMENDMENT	Exhibit	3/12/2024
VOLKERT CONTRACT AMENDMENT 01	Exhibit	3/12/2024
CCSS	Cover Memo	3/13/2024
REVISED resolution	Cover Memo	3/14/2024

REVIEWERS:

Department Reviewer Action Date

Real Estat	e Stout, Carleen	Approved	3/12/2024 - 3:40 PM
Capital	Rhodes, Brenda	Approved	3/13/2024 - 2:30 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:32 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 4:11 PM

RESOLUTION – AMENDMENT

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 01 to Contract 4579, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of Five Million Five Hundred Seventy-Seven Thousand Thirty-One Dollars (\$5,577,031.00) shall be added to the original contract amount of Nine Hundred Forty-Five Thousand Two Hundred Fifty-Nine Dollars and Forty-Seven Cents (\$945,259.47), with the new Agreement sum to be Six Million Five Hundred Twenty-Two Thousand Two Hundred Ninety Dollars and Forty Seven

Cents (\$6,522,290.47). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	VOLKERT, INC
Project Name:	CIV CTR PROJ MGMT/SITE DESIGN/UTI RE
Project Number:	CC-034D-22
Amount:	\$ 5,577,031.00 (ADDITIONAL AMOUNT)
Adopted:	
City Clerk	<u> </u>

CHANGE ORDER REQUEST FORM CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E Dept.	DEPT. 3032
	DATE OF REQUEST: 3/4/24
CHANGE ORDER: ■(when money is available VENDOR NAME:VOLKERT, INC.	in project's budget; from project to contract) 227500
DISTRICT#: 2	
DEPT. PROJECT#: CC-034D-22	- .
REQUEST: Please Add \$5,577,03	
to contract#4579	/UTIRE
Total amount of Change Order: \$\frac{5,577,031.00}{200}\$ Current contract amount: \$\frac{945,259.47}{6,522,290.47}\$ Revised contract amount: \$\frac{6,522,290.47}{200}\$	
Comments: TO AMEND THE PROFESSIONA	L SERVICES CONTRACT BY THE ABOVE
SUM SEEKING TO EXTEND THE ORIGINAL	AGREEMENT FOR PROFESSIONAL
PROGRAM MGT. SERVICES TO INCLUDE	THE EXPANDED PROGRAM SCOPE,
ESTIMATED PROGRAM DURATION, AND I	PROFESSIONAL PROGRAM MANAGEMENT FEE
Rhonder Date	Carley Stort-Clork
Employee signature	Approval signature



Amendment to Agreement for Professional Program Management Services

Volkert, Inc. Contract 4579 Amendment Number 01

In accordance with the terms and conditions of the Agreement Between Owner and Program Manager, dated August 29, 2023.

BETWEEN the Owner: The City of Mobile 205 Government St. Mobile, AL 36633

and the Program Manager: Volkert, Inc. 11 North Water Street, Suite 18290 Mobile, Alabama 36602

For the following Project: Mobile Civic Center – Improvements Master Plan 401 Civic Center Drive Mobile, Alabama 36602

Project #: CC-034D-22

Capital Project # & Name: C0865 Civ Ctr Prj Man/Site Design/Uti Re

Contract #: 4579 Vendor#: 227500

WHEREAS, the original Agreement for Professional Program Management Services Between City of Mobile (City) and Volkert, Inc. (Program Manager) dated August 30, 2023 was executed on or about August 30, 2023, and

WHEREAS, Article 1.1 of the original agreement defined the Program to consist of the construction of Project CCI ("commercial office building, parking deck and renovation of the Mobile Civic Center"), and

WHEREAS, Article 4.1.1 of the original agreement states the initial term of the contract shall be for nine (9) months for a total compensation sum of \$945,259.47, and

WHEREAS, Article 4.3 of the original agreement states that the Program Manager's Compensation shall be equitably adjusted up or down in the event of any changes to the Basic Services, the Program, the Estimated Program Duration, or any other event or circumstance beyond the reasonable control of Program Manager, and

WHEREAS, Article 5.1 of the original agreement states that the Initial Program Duration is nine (9) consecutive calendar months, and that the City shall have the option of extending the term of the agreement, and that the Program Manager shall be compensated for Basic Services beyond the original nine (9) month Estimated Program Duration, and

WHEREAS, the City seeks to expand the scope of the Program from construction of the commercial office building, the parking deck and renovation of the Mobile Civic Center to include demolition of the existing Civic Center, construction of a new Civic Center facility, and Master Plan civil and utility construction, and

WHEREAS, the Estimated Program Duration is now anticipated to extend an additional forty-five (45) months beyond the original nine (9) month term to a total Estimated Program Duration of fifty-four (54) months, and

WHEREAS, the increased scope and duration of the Program will result in an increase of the total compensation for Professional Program Management services from nine hundred forty five thousand two hundred fifty nine dollars and forty seven cents (\$945,259.47) to six million five hundred twenty two thousand two hundred ninety dollars and forty seven cents (\$6,522,290.47), and

WHEREAS, the City seeks to exercise its option to extend the original Agreement for Professional Program Management Services to include the expanded Program scope, Estimated Program Duration, and Professional Program Management fee,

NOW THEREFORE this Amendment Number 01 adopts the following, and amends all previous Agreements and Amendments between the parties as follows:

The Program Management services will be in accordance with the terms and conditions of the original Agreement for Professional Program Management Services between said parties dated August 30, 2023; but with exception of the following changes, which shall modify, supersede, amend, and control:

The Articles below replace and supersede corresponding Articles in the original Agreement:

- "1.1 PROGRAM. The program shall consist of construction of the parking deck, demolition of the existing Civic Center, construction of a new Civic Center facility, common civil and utility construction identified by the Master Plan, and other Project(s) which may be added to the Program by City."
- "4.1.1 The initial term of the contract shall be for fifty-four (54) months for a total sum of six million five hundred twenty two thousand two hundred ninety dollars and forty seven cents (\$6,522,290.47). This will begin at the notice to proceed provided by the City of Mobile. Any extension of the term of the contract will be issued through an amendment to the contract."
- "5.1 Initial Program Duration is fifty-four (54) consecutive calendar months commencing on the date established in paragraph 5.1.1 below.

The City shall have the option of extending this Agreement for additional time by giving the Program Manager written notice thereof. Program Manager shall received additional compensation in the event of any extension beyond the fifty-four (54) month Estimated Program Duration. Program Manager shall be

compensated for Basic Services beyond the fifty-four (54) month Estimated Program Duration as may be mutually agreed upon at the time an extension of services is requested by the City."

City of Mobile:	Consultant:
Signature	Signature
William S. Stimpson Mayor, City of Mobile	James P. "Jimmy" Screen III Senior Vice President, Volkert, Inc.
	3/4/2024
Date	Date
Attest:	
City Clerk	

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME: VOLKERT, INC.	Ē.
PROJECT # <u>CO86</u> 5 - 2000. 2000. 42200 DATE OF RECEIPT	
PROJECT DESCRIPTION AMENDMENT #1 TO CONTRA	CT WITH VOLKERT, TNC
CIV CTR PROJ MGMT/SITE DESIGN/UTI RE AT TH	E MOB CIV CTR.
CONTRACT AMOUNT \$5,577,031 - INCREASE	
VENDOR NAME VOLKERT, INC. (CONTRACT 4579)	
VENDOR NUMBER 227500	
DEPT. PRO: DEPT NAME ARCHITECTUI	T#: CC-034D-22 RAL ENGINEERING
CONTRACT ADMINISTRATOR CARLEEN STOUT-CLARK, DE	
Please Select by circling one (Type):	
Architectural Engineering Testing Pro	ofessional Services
Construction (Unit Price)* Construction** Non Contractual	
Performance-Contributed Contractual	
RETAINAGE INFORMATION:	
SHOULD RETAINAGE BE WITHHELD? Y $N \times $; 5% of t different, indicate special rate	
*Unit Price Contracts are estimates per F. Kessler - do not ı	require Change Orders
**General Construction requires Change Order for 10% ove	erages.
Prepared by: Date	03/13/2024

Revised 11/14/2019 Marilyn McMillan

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and

attest, respectively, for and on behalf of the City of Mobile, Amendment Number 01 to Contract

4579, by and between the City of Mobile, and the company listed below, for work as outlined in

the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum

of Five Million Five Hundred Seventy-Seven Thousand Thirty-One Dollars (\$5,577,031.00) shall

be added to the original contract amount of Nine Hundred Forty-Five Thousand Two Hundred

Fifty-Nine Dollars and Forty-Seven Cents (\$945,259.47), with the new Agreement sum to be Six

Million Five Hundred Twenty-Two Thousand Two Hundred Ninety Dollars and Forty Seven

Cents (\$6,522,290.47). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	VOLKERT, INC
Project Name:	CIV CTR PROJ MGMT/SITE DESIGN/UTI RE
Project Number:	CC-034D-22
Amount:	\$ 5,577,031.00 (ADDITIONAL AMOUNT)
Adopted:	

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 2/29/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 2/29/2024 - 10:51 AM

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:		
City Clerk	^	

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE

A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes

to consider the application of Rodney Dozier to operate a shuttle 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 March 19, 2024, 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

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 Rodney Dozier for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:		
	City Clerk	



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Rachey O. Dozier Seaven LLC.			ually or on behalf of, hereby makes
application for a Certificate of Public Conver within the City of Mobile and submits the follow. I. Certificate Information Name of Person or Legal Entity seeking certificate.	owing facts in suppo	ort of this application	olic service vehicle(s)
Business Address			
Telephone: 2 5	Trade NameS	eaven LLC	
Business Information			
A. If applicant is an individual (sole	proprietor) pleas	se provide:	
Birthdate:	SSN:	_	_
Residence Address:			
	Mabile	AL	Zip code
Address Telephone Number	-	License #	Zip code
Residing in Mobile County: Years: 31	Months:		
U.S. Citizenship: Yes No	-		
I attest under penalty of perjury that I A citizen or national of the Use A lawful permanent resident (Alien # A an alien authorized to (Alien # or Admission #	nited States		
B. If applicant is a legal entity, plea	se provide:		
Incorporated State of Incorporation Partnership L.L.C. Othe	r: (please specify)		
Business Ac (If different from address provided in Part 1)	-		



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

per	sons against whic	nents against any person h such judgements are ature of the transactions	pending, the am	ount of all unpaid
Name	Date	Amount	Location	Disposition
Class of ser Taxicab Location of	terminal/depot or stan	Check only one) Shuttle Horse Drawn ad & stables:		Other
	e your days and hours	of operation? Monday - 1	Friday 8:00 to	5:cop.m
What will be	e your days and nours	J 14		
How many	vehicles (carriages) do	you intend to operate?	One	
Vehicle Des Make:	vehicles (carriages) de Note: carriages are lin	you intend to operate? _\frac{\partial}{\partial} \text{Y operate} \text{Pear: } \frac{7012}{\text{Year: }}	One carriages)	Model: <u>L</u> E Minivan 40 Model: Model:



I hereby authorize the investigation of all statements contained in this application. I certify that:

- 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;
- If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature	
NAME OF ENTITY:	
Seaven LLC	
By: Rodney Dozier	

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27 DAY OF Feb. ,2024

Notary Public



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kochey O. Dozier
Nickname(s) or Maiden Name:
Current Addres
Previous Address:
Personal Description:
Height: _6'
Weight: 310
Hair Color: Block
Eye Color: Brown
Social Security Numb
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.
Rodner Dozien Signature
02/27/24
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.

Owner listed will res	ait in a doidy of	are approval proces		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
NAME: Rodney	Dozier				
Date of Birth:		/#:			
Present Address			V		
Home Phone Numbe	r: <u>251</u>	_Work Phone Number:			
Attach a copy of y	our current dr	iver's license to th	is sheet		
Present Employer ar	nd Address:				
Present Position/Titl	e:				
State, or Local alcoholor for any such violation	JURISDIC	aw; or have forfeite operly list all convi	DATE OF CASE	e last 24 months; any Federal, ar in court to answer charges nial of this application. DISPOSITION which such judgements are	
pending and the amo			es of persons against	which such judgements are	
Give nature of all tra	ansactions or ac	ets giving rise to the	se judgements.		
Give name and loca	tion of court in	which judgements	were entered and date of	entered.	
I swear or affirm u best of my knowled		ties of perjury tha	t the above information	on is true and correct to the	
Rodney Dozier			07/21/24		
Signature		Date Signed			

Personal Data Report

T VALID WITHOUT EMBOSSED

General Descriptors

DOZIER, RODNEY ONEAL Name:

Address:

Nick Name:

Phone:

Race:

B - BLACK/AFRICAN

AMERICAN

Sex:

Weight: 275

Height:

6'00" Hair: BLACK

Email1:

Email2:

Alt. Address:

Danger Desc:

DOB: Age:

31

BROWN

Eyes: Facial:

Ethnic:

BILE NON HISPANIC/NON LATINO

Identifying Numbers

DL State:

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: NO RECORD

CHECKED BY: D WW DATE: 2-26-24



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 arising out of that certain civil action styled as MYMS Inc. v. City of Mobile, which constitutes an appeal of property demolitions

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement - **Discretionary Funds** n/a

MYMS Inc.

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 Resolution Letter 3/13/2024

Agreement - MYMS Inc.

REVIEWERS:

Department Reviewer Action Date

Legal Barfield, Becky Approved 3/13/2024 - 12:12 PM

3/13/2024 -

Legal Kern, Chris Approved 3/13/2024 12:16 PM

Approved

3/13/2024 -12:26 PM

2024

RESOLUTION

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, by, 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, the settlement agreement arising out of that certain civil action styled as "MYMS Inc. v.

City of Mobile," United States District Court Case No. 23-cv-335, which constitutes an appeal of

property demolitions determined by the City and City Council as to the property at 2775 Springhill

Ave. f/k/a 2773 Springhill Avenue., Mobile, Alabama, whereby the City shall cancel the lien and

release the lis pendens. This settlement does not include any payment to MYMS, Inc. by the City

of Mobile. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

720



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 Jamyre Reed

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Reed **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 Resolution Letter 3/12/2024

Claims - Reed

REVIEWERS:

Department Reviewer Action Date

Legal Barfield Becky Approved 3/12/2024 - 3:55

Legal Barfield, Becky Approved PM

3/12/2024 - 3:57

LegalKern, ChrisApprovedPMMayors
OfficeBarber, JamesApproved3/13/2024 -
10:36 AM

RESOLUTION

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 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 Jamyre

Reed, 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

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

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 Allstate Insurance Company as subrogee of their insured Cynthia Watts

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement and Discretionary Funds n/a Release of Claims - Watts - Allstate

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 Resolution Letter 3/11/2024

Claims - Watts - Allstate

REVIEWERS:

Department Reviewer Action Date

3/11/2024 -Barfield, Becky Approved Legal 10:13 AM

3/11/2024 - 6:09

LegalKern, ChrisApprovedPMMayors
OfficeBarber, JamesApproved3/13/2024 -
10:35 AM

RESOLUTION

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 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 Allstate

Insurance Company as Subrogee of their insured Cynthia Watts, 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

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726



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:

Ricardo Woods, City Attorney Carleen Stout-Clark, Deputy Director of Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson Councilmember William Carroll

Purpose and Scope of Project:

Authorize contract with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360 to manage the Mobile Convention Center and Saenger Theatre

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/19/2024
agreement	Cover Memo	3/19/2024

REVIEWERS:

Departmen	t Reviewer	Action	Date
Real Estate	e Stout, Carleen	Approved	3/18/2024 - 4:14 PM
Budget	Moore, Rick	Approved	3/18/2024 - 5:24 PM
Legal	Kern, Chris	Approved	3/18/2024 - 5:25 PM
Legal	Kern, Chris	Approved	3/18/2024 - 5:25 PM
Mayors			3/18/2024 - 5:29

Office Barber, James

Approved

PM

01-263 2024

RESOLUTION

Sponsored by Mayor William S. Stimpson, and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,

ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the Arthur R. Outlaw Mobile Convention Center and the Saenger Theater. Term shall begin on Effective Date, with the Term described in detail in Section 4 with said terms and conditions more fully set out in the document attached hereto and made a part hereof. A copy is on file in the office of the City Clerk.

Adopted:		
City Clerk		

MANAGEMENT AGREEMENT

between

CITY OF MOBILE, ALABAMA

and

GLOBAL SPECTRUM, L.P. d/b/a OVG 360

Dated: As of May 1, 2024

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of May, 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns (i) a convention center consisting of approximately 300,000 total square feet, known as the Arthur R. Outlaw Convention Center (the "Convention Center"), and (ii) a theater with a capacity of 1,900, known as the Saenger Theatre (the "Saenger Theatre"), each of which is located in the City of Mobile, Alabama (each of the Convention Center and Saenger Theatre is sometimes referred to herein as a "Facility" and, collectively, as the "Facilities"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 12.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one (1) year.

City: shall have the meaning given to such term in the Recitals to this Agreement.

Commercial Rights: Naming Rights, entitlement rights, pouring rights, branding rights, advertising, Sponsorships, and premium seating (including luxury suites, club seats, loge boxes and party suites, if any) with respect to and located at the Convention Center and/or the Theatre, as the context may require.

Controlled Facilities: shall have the meaning given to such term in Section 5.8 of this Agreement.

Convention Center Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Convention Center Food and Beverage Fee: shall have the meaning given to such term in Section 3.4 below.

Convention Center Food and Beverage Profits: the amount by which Revenue from the Food and Beverage Services at the Convention Center exceeds Operating Expenses from the Food and Beverage Services at the Convention Center.

Convention Center Food and Beverage Revenue: Revenue from the Food and Beverage Services at the Convention Center.

Convention Center Revenue: Revenue from the operation of the Convention Center.

Convention Center Incentive Fee: The contingent fee City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Convention Center Net Operating Losses: The amount, if any, by which Operating Expenses directly related to the operation of the Convention Center exceeds Revenue generated from operation of the Convention Center.

CPI: "Consumer Price Index" for the Southeast region, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Event: shall mean any emergency incident threatening or affecting the safety, welfare or security of the City or its inhabitants as determined by the Mayor of the City in his/her discretion. During Emergency Events, the City may take over management and control of the Facilities in accordance with Section 5.8 hereof. The Emergency Event shall terminate once the Mayor of the City provides notice that any Emergency Event has ended, any evacuation orders have been lifted, and/or that it is safe for staff to return to their normal workplace, or that it is safe for the public to return to the community and their homes, as applicable, provided that if use by the City for the Emergency Event has resulted in damage to the Facilities that, in Manager's reasonable discretion, makes holding Events at the Facilities impracticable, the Emergency Event shall be deemed to continue until the City effects repairs at the Facilities to their condition prior to the Emergency Event.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities (or any individual Facility) threatening persons or property.

Event or Events: shall mean events to be held at the Facilities where the Facilities are used by members of the public, whether publicly ticketed or private.

Event Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where advance ticket sale revenue and rental deposits are deposited by Manager. Manager shall establish two (2) separate Event Accounts under this Agreement, one for (i) the Convention Center, and one for (ii) the Saenger Theatre.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, pandemic or epidemic, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, war or hostilities, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall include the Convention Center and Saenger Theatre, including but not limited to, as applicable, the (i) premium seating areas, if any, meeting and conference rooms, exhibition space, dressing rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking areas adjacent to the Convention Center as specifically identified on Schedule 1 hereto.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Food and Beverage Services: the right to manage, sell and service food, snacks, non-alcoholic beverages and alcoholic beverages, including both concession sales and catering sales, in the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of all of the Facilities as designated by Manager and approved by the City in accordance with Section 6.2. Such employee may be given a different title (such as "Executive Director") in Manager's discretion.

Governmental Authority: shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

Investment: shall have the meaning give to such term in Section 12.4.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Long-Term Capital Improvement Projects: shall mean any improvement project at the Saenger Theatre where the expected useful life is over five (5) years.

Management-Level Employees: The Executive Director, General Manager(s), Assistant General Managers, Business Managers (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event Manager and Director of Food and Beverage).

Manager: shall have the meaning given to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facilities and Facilities events.

Material Change: shall have the meaning ascribed thereto in Section 3.9.

Material Contracts: shall mean any contract, including but not limited to contracts related to the sale of Commercial Rights, to be entered into by Manager in connection with the Convention Center (a) with obligations or payments by the City/Convention Center in excess of \$50,000, (b) with obligations or payments to the City in excess of \$100,000, not including contracts for event bookings, (c) that extends for more than five (5) years, or (d) for the sale of Naming Rights. All Material Contracts shall remain subject to the prior review and written approval of City, such approval not to be unreasonably withheld.

Naming Rights: the right to designate the name of the Facilities or a portion of the Facilities (the latter of which is sometimes referred to as sub-naming rights).

New Arena: shall mean the new arena and theater that the City plans to build in the place of the existing Civic Center and Civic Center Theater.

Operating Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where Revenue is deposited and from which Operating Expenses are paid. Manager shall establish two (2) separate Operating Accounts under this Agreement, one for each of (i) Convention Center, and (ii) the Saenger Theatre.

Operating Budget: A line-item budget for the Convention Center that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, management, staffing, promotion and maintenance of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance, and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel

and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including the amount of any deductible or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and Commercial Rights sales), (xxiv) cost of complying with any Laws; (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of the City; (xxvi) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxvii) costs related to operation of the Food and Beverage Services, (xxviii) Taxes, and (xxix) the Fixed Management Fee.

The term "Operating Expenses" does <u>not</u> include debt service on the Facilities, Capital Expenditures, Transition Costs, property taxes, property insurance on the Facilities itself or the contents within the Facilities owned by City, or the Convention Center Incentive Fee, all of which costs shall be borne by City and, if incurred by Manager, shall be promptly reimbursed to Manager by City.

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first (1st) Operating Year shall be a shorter period to commence on the Effective Date and end on September 30, 2024, and the last Operating Year shall end on the effective date of expiration or termination of this Agreement.

Operations Manual: Document to be developed by Manager which shall contains detailed terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both City and the Manager.

Person: shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Quality Operating Standard: shall mean an operating standard suitable for professional hockey, basketball, concerts and family shows, which is consistent with the standards of quality and performance that exist at the pertinent time for other first-class multi-purpose sports and entertainment arenas.

Revenue: All revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, revenue from operation of the Food and Beverage Services, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party promoter/licensee and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Saenger Theatre Naming Rights Fee: shall have the meaning ascribed thereto in Section 3.6.

Saenger Theatre Operating Profit: The amount, if any, by which Revenue generated from operation of the Saenger Theatre exceeds Operating Expenses directly related to operation of the Saenger Theatre.

Saenger Theatre Operating Losses: The amount, if any, by which Operating Expenses directly related to the operation of the Saenger Theatre exceeds Revenue generated from operation of the Saenger Theatre.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Short-Term Capital Improvement Projects: shall mean any improvement project at the Saenger Theatre where the expected useful life is less than five (5) years.

Sponsorship: sponsorship, promotional and advertising rights, entitlements and benefits associated with the Facilities and events and activities occurring thereat, including without limitation the right to suggest a branding affiliation and/or market or promote a brand, product or service at or in connection with the Facility or events or activities occurring thereat.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Trailing Commissions: shall have the meaning given to such term in Section 3.3 of this Agreement.

Transition Budget: shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit D.

Transition Costs: shall mean the out-of-pocket costs incurred by Manager, both prior to and following the Effective Date, in connection with its activities related to the transition of management of the Facilities to Manager, as set forth in the Transition Budget.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

- (a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, including the Food and Beverage Service, subject to and as more fully described in this Agreement and, in connection with the foregoing, Manager shall perform the services described in Exhibit A attached hereto.
- (b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

Section 2.2 Limitations on Manager's Duties.

- (a) Manager's obligations under this Agreement with respect to the Convention Center are contingent upon and subject to City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by City to timely provide such funds. For the sake of clarity, the limitations described in this Section 2.2 do not apply to Manager's obligations at the Saenger Theatre, as further described in Section 9.3 below.
- (b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with City's prior written approval as set forth herein.

ARTICLE 3 COMPENSATION

- Section 3.1 <u>Convention Center Fixed Management Fee.</u> During the Term, in consideration of Manager's performance of its services hereunder at the Convention Center, City shall pay Manager a fixed management fee, as follows:
- (a) <u>Convention Center Fixed Fee</u>. For Manager's management of the Convention Center, the City shall pay Manager a fixed fee ("Convention Center Fixed Fee"). Beginning on the Effective Date and ending on September 30, 2027, the Convention Center Fixed Fee shall be Sixteen Thousand Six Hundred Sixty-Six Dollars (\$16,666) per month. Beginning on October 1, 2027, the Convention Center Fixed Fee shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning on October 1, 2027, and continuing on each third (3rd) anniversary thereafter during the Term, the Convention Center Fixed Fee for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment. If the CPI goes down in any three-year period, the Convention Center Fixed Fee for such year shall remain flat.

The Convention Center Fixed Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 <u>Convention Center Incentive Fee.</u> In addition to the other fees described hereunder, as consideration for Manager's management of the Convention Center, Manager shall be entitled to receive a Convention Center Incentive Fee for each full or partial Operating Year of the Term not to exceed a total amount of Two Hundred Thousand Dollars (\$200,000) for the first (1st) Operating Year, such amount to be increased by CPI starting on October 1, 2027 and in each succeeding three (3) year period as described in Section 3.1(a) above. The Convention Center Incentive Fee shall be paid solely for Manager's management of the Convention Center, and determined as provided in <u>Exhibit F.</u> The Convention Center Incentive Fee earned by Manager shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Convention Center Commercial Rights Fee. In addition to the other fees due Manager hereunder, the City shall pay Manager fifteen percent (15%) of Revenue from Commercial Rights sales at the Convention Center (collectively, the "Commercial Rights Fee"). For the sake of clarity, the parties acknowledge that the Commercial Rights Fee shall be paid on all gross revenue from the sale of Commercial Rights at the Convention Center as described in the preceding sentence during the Term, excluding those rights that have been secured by the Owner, the prior manager of the Facilities, or any third party prior to the Effective Date regardless of whether the Revenue from such prior sales is attributable to any period within the Term. The Commercial Rights Fee shall be paid for the full duration of all contracts for such applicable Commercial Rights, including, with respect to contracts for Commercial Rights secured during the Term, any time period that extends after the end of the Term (commissions accruing to Manager after the end of the Term are referred to herein as "Trailing Commissions"). All sales of naming rights, and sales of any other Commercial Rights that extend for periods after the end of the Term, are subject to prior review and approval by the City in its sole discretion. Payments due under this paragraph shall be made to Manager on an annual basis, within sixty (60) days of the end of each Operating Year, with respect to Revenue received in that year from the applicable Commercial Rights contracts. The provisions of this paragraph shall survive expiration or termination of this Agreement, and such settlements shall continue on an annual basis following the end of the Term with respect to Revenue from Commercial Rights received in such years until such time as all Commercial Rights Fees, including the Trailing Commissions, due Manager under this paragraph are fully paid.

Section 3.4 <u>Convention Center Food and Beverage Fee.</u> In addition to the other fees due Manager hereunder, City shall pay Manager a fee for provision of the Food and Beverage Services at the Convention Center (the "Food and Beverage Fee"). If Manager engages its Affiliate to provide the Food and Beverage Services, Manager may pay such fee directly to such Affiliate. The Food and Beverage Fee for the Convention Center shall be (i) seven percent (7%) of Convention Center Food and Beverage Revenue, plus (ii) five percent (5%) of Convention Center Food and Beverage Profits. Such fees shall be paid to Manager on a monthly basis within thirty (30) days of the month for which they were earned.

Section 3.5 <u>Saenger Theatre.</u> As consideration for its management of the Saenger Theatre, Manager shall be entitled to be paid, and Manager shall retain, one hundred percent (100%) of all Saenger Theatre Operating Profit. Manager shall receive such Saenger Theatre Operating Profit for its own account on a "real time" basis as such profit is generated. If any Saenger Theatre Revenues accrue to or are received by the City, the City shall promptly remit such Revenues to Manager. For the sake of clarity, the parties acknowledge that Manager's rights with respect to Saenger Theatre Operating Profits

commence from and after the Effective Date (and thus applies for the first Operating Year only for the months of April through and including September 2024), and Manager is not entitled to Saenger Theatre Operating Profits from the months prior to the Effective Date.

- Section 3.6 Saenger Theatre Naming Rights Fee. Excluding the fifteen percent (15%) Saenger Theatre Naming Rights Fee described below in this Section, Revenue from the sale of Naming Rights for the Saenger Theatre shall be used solely for Long Term Capital Improvement Projects as approved by both the City and Manager. Manager shall be entitled to retain fifteen percent (15%) of Revenue from Naming Rights sales at the Saenger Theatre during the Term, and what constitutes Naming Rights sales at the Saenger Theatre will be determined by the Manager and the City prior to the sale thereof (the "Saenger Theatre Naming Rights Fee").
- Section 3.7 <u>Transition Costs</u>. Promptly following the Effective Date, Manager shall do all things reasonably necessary to transition from the current management of the Facilities to the commencement of its management services hereunder. City shall reimburse Manager for the Transition Costs in accordance with the Transition Budget. Manager shall invoice City for such costs, and City shall pay such costs within thirty (30) days of its receipt of each such invoice. Each invoice to be provided by Manager shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs.
- Section 3.8 <u>Late Payments</u>. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of eight percent (8%) per annum.
- Section 3.9 <u>Commitment to Act in Good Faith; City Reservation of Sovereign Powers</u>. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are each based on the assumptions that each Party will act in good faith with respect to their operations hereunder, and that the regulatory environment (on a City basis) relating to Facility operations will not change during the Term in a manner that materially negatively impacts Manager's financial arrangements. In accordance with the foregoing, the Parties agree as follows:
- (a) Manager agrees that it shall act in good faith to maximize Convention Center Revenues and minimize Convention Center Operating Expenses, while acting at all times in a manner consistent with first class facility management industry standards and its other facility management and operation engagements, provided that Manager makes no guarantee as to the financial performance of the Facilities hereunder. Should the City have reasonable concerns that Manager is not acting in accordance with the foregoing, the Parties shall proceed as set forth below:
 - (i) Without prejudice to its rights under section 4.2, if the City has a good faith concern that the requirements of the foregoing paragraph of this Section 3.9(a) are not being followed, the City may notify Manager in writing of such concern. In such case, the Parties agree to meet within ten (10) days of Manager's receipt of such written notice to discuss the issue. If the issue is not resolved within five (5) days of such meeting, the Parties agree to escalate the issue to the Manager's President, and the City's Mayor, who agree to use good faith efforts for a period of at least thirty (30) days to attempt to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way a Party's

exercise of any other rights or remedies that may be available to it, including its rights to proceed under Section 4.2 hereof.

(b) Manager agrees that nothing herein shall limit the City's right to impose Taxes or other regulations in its sovereign discretion, provided in the event the City imposes or increases an admissions, sales or other tax on Saenger Theatre tickets or its other operations, the Parties shall discuss in good faith amendments to this Agreement to reflect any negative impact such tax may have on Saenger Theatre Operating Profits/Losses.

ARTICLE 4 TERM; TERMINATION

Section 4.1 <u>Term.</u> The term of this Agreement (the "**Term**") shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on the later of (a) June 30, 2044, or (b) the date on which the contract (if any) between Manager and City to manage/operate the New Arena expires.

Section 4.2 <u>Termination</u>. This Agreement may be terminated, in whole:

- (a) (i) by City upon thirty (30) days written notice to Manager, in the event of a permanent closure of both of the Facilities, the fact of which is certified by the City in writing to Manager (and if only one of the Facilities closes, this Agreement shall terminate with respect to the closed Facility but shall remain in full force and effect with respect to the other Facility), (ii) by either Party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, with each such failure to perform or comply constituting a "Breach", or (iii) by Manager as described in Section 12.2 below.
- (b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.
- (c) by either party upon termination by such party for an uncured breach or default of any subsequent agreement between Manager and the City for the management or operation of the existing City of Mobile Civic Center and Civic Center Theater located at 401 Civic Center Drive, Mobile, AL 36602 and/or the New Arena, as may be constructed by the City.
- (d) Notwithstanding the foregoing, Manager shall have the right to terminate this Agreement with respect to both Facilities (but not either the Convention Center or the Saenger Theatre individually) so long as the Manager's agreement to be entered into to operate the New Arena is simultaneously

terminated, on no less than ninety (90) days' prior written notice to the City in the event (i) the City fails to fund Capital Improvements sufficient to maintain the Saenger Theatre in the condition that it is in as of the Effective Date, or (ii) the City constructs, or permits the construction on City property, of a competitive theatre that has a material adverse effect on Manager's ability to generate Net Operating Profits at the Saenger Theatre.

- Notwithstanding the foregoing, the City shall have the right to terminate this Agreement with respect to the Facilities if in any two (2) consecutive Operating Years beginning with the 2027-28 Operating Year the actual Convention Center Net Operating Losses are more than the Convention Center Net Operating Losses in the mutually agreed Operating Budget for such years (the "NOL Targets"), unless such excess losses are due in whole or in part to the occurrence of an Event of Force Majeure. If such termination right is available to the City and the City desires to exercise such right, the City must deliver written notice of termination no later than ninety (90) days following the end of the second (2nd) of such two (2) consecutive years, and such termination shall take effect on the date that is one hundred and twenty (120) days from the date on which Manager receives such written notice. For clarity, if the City exercises its right to terminate under this paragraph, the City shall remain responsible for paying the Buyout Amount. The Parties acknowledge and agree that Manager should not be negatively impacted under this paragraph for offering discounts, at the City's request or direction, on rent or other charges to attract events to the Convention Center/City, so for purposes of determining whether the actual Convention Center Net Operating Losses exceeded the NOL Target, any such discount(s) shall be added back to Revenue as a "revenue paper credit" when calculating actual Convention Center Net Operating Losses.
- Section 4.3 <u>Effect of Termination</u>. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:
- Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facilities, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, subject to the limits of the Operating Budgets and funding by the City of Capital Expenditures, and damage caused by third parties, (iii) Manager shall deliver or otherwise make available to the City all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to City, provided that Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and Manager may retain copies of all materials pertinent to its operation of the Facilities during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be asserted related to Manager's operation of the Facilities, including contracts and event incident reports, (iv) Manager shall transfer any open Facility accounts (such as any Event Account) or the monies therein to the City or a successor Facility manager, and (v) without any further action on the part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

- (b) City shall promptly pay Manager all fees and Convention Center Operating Expenses (if any are advanced by Manager pursuant to this Agreement) due Manager up to the date of termination or expiration. City shall also pay Manager within sixty (60) days after the applicable Operating Year's end if owed a pro rated portion of the Convention Center Incentive Fee for the last Operating Year if not a full 12 months.
- (c) In the event this Agreement is terminated by the City pursuant to Section 4.2(a)(i) (permanent closure of a Facility), or by Manager under Section 4.2(a)(ii) or (iii), 4.2(b) or 4.2(d), City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include reasonable costs associated with (i) to the extent any Management-Level Employee's employment with Manager will cease as a result of the termination of this Agreement, reimbursement of Manager for any severance paid to such employees, not to exceed three (3) months per employee paid to no more than three (3) of Manager's Management-Level Employees, and (ii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses and has taken reasonable steps to mitigate the same.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITIES; PARKING

Section 5.1 Ownership of Facilities, Data, Equipment and Materials.

- (a) City will at all times retain ownership of the Facilities and, except as otherwise set forth in Section 11.3 below, all Facilities FF&E. Any data, equipment, supplies and materials furnished by City to Manager or acquired by Manager as an Operating Expense shall remain the property of City, and shall be returned to City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City recognizes that Manager intends to license certain third-party software for use with respect to Manager's obligations at the Facilities, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with Manager. Furthermore, the parties agree that (i) the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but City may retain a copy thereof for its own use following the end of the Term and may share the contents of the Operations Manual with a new manager as reasonably necessary for use solely at the Facilities, and (ii) all employee files shall belong solely to Manager.
- (b) Without the prior written consent of City, Manager shall not grant any security interest in or create any encumbrance on any property held by City or any of its Affiliates.
- (c) Upon the prior written request of City, Manager will assist City with registering domain names for the Facilities in the name of the City.
- Section 5.2 <u>Right of Use by Manager</u>. City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein

specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. Without limiting the foregoing, Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder).

- Section 5.3 Office Space and Parking. City shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facilities, consistent with prior use by the prior manager of the Facilities as office space, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Convention Center for all of Manager's full-time employees and for the Facilities' event staff consistent with prior use.
- Section 5.4 <u>Observance of Agreements</u>. City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, use agreements, bonds, debentures, loans and other financing and security agreements to which City is bound in connection with its ownership of the Facilities.
- Section 5.5 Reservation of Rights of City In General. Representatives of the City shall have the right to enter all portions of the Facilities to inspect the same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Manager for security purposes and to minimize any interference with or disruption of Manager's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the parties under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.
- Section 5.6 <u>Use by City</u>. City shall have the right to use the Facilities or any part thereof rent-fee for meetings, seminars, training classes or other non-commercial uses, provided that City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies and subject to availability. Upon request of City, Manager shall provide to City a list of available dates for City's use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by City, Manager may propose alternative dates for City's event, and City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

Section 5.7 Preferential Use. The following organizations will be entitled to preferential

use of the specific Facilities as referenced and provided in this Section:

- a. Mardi Gras. As requested by the City, and subject to any rights of third parties/entities granted prior to the Effective Date, Manager shall engage in discussions and good faith efforts with Mardi Gras organizations which are displaced during the Mardi Gras parading seasons of 2025 and 2026 due to the construction of the New Arena to utilize the Convention Center for there respective annual events.
- <u>b.</u> Mobile Symphony. Manager recognizes the existing commitments made to the Mobile Symphony regarding the Saenger Theatre and will adopt the system established to hold future dates for both performances and rehearsals, to allow the Mobile Symphony to continue its past practice of offering third-party (specialty catered) food service to season ticket holders and sponsors at Mobile Symphony events, and allow the Mobile Symphony to continue its past practice of operating its own box office to sell tickets to Mobile Symphony events.

Section 5.8 Emergency Events. The City reserves the right to take over control, management, use, and occupancy of some or all of the Facilities at no charge during an Emergency Event (the "Controlled Facilities"). During such Emergency Event, the City shall be solely responsible for the costs of operating, servicing, and supplying staff, citizens, visitors, and vendors occupying the Controlled Facilities during the Emergency Event, and Manager shall not be responsible for staffing or operating the Controlled Facilities during such Emergency Events other than basic security and general operation matters. To the extent any Signage at any of the Facilities is digital, the City shall have the right to use such Signage during the Emergency Event (e.g., for public notifications). The City shall be responsible at its expense for repairing any damage to the Controlled Facilities occurring during an Emergency Event and returning the Controlled Facilities to the same condition as the Controlled Facilities were prior to the Emergency Event. The Fixed Management Fee shall remain due and owing during the Emergency Event, and the City shall be liable for any incremental costs reasonably incurred by Manager during such Emergency Event and directly resulting from the City controlling the Controlled Facilities, such as the cost of laying off or furloughing employees. For any scheduled Event not otherwise cancelled or postponed due to the Emergency Event, the Parties shall use their best faith efforts to reschedule the Event and amend the Operating Budget as necessary in compliance with the terms set forth in Section 7.2 of this Agreement. The foregoing provision shall not be deemed to limit either Party's termination rights set forth in Section 4.2 of this Agreement.

Section 5.9 <u>Parking Facilities</u>. The Facilities include the parking areas adjacent to the Convention Center as specifically identified on Schedule 1 hereto. The identified parking spaces adjacent to the Convention Center shall be available for use by Manager for Manager's staff and for event patrons/attendees and shall be managed by Manager under the terms of this Agreement and the revenue derived from them shall be included in Convention Center Revenue.

ARTICLE 6 PERSONNEL

Section 6.1 <u>Generally</u>. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget,

the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, not to exceed industry standards for similar facilities, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee policies related to bonus and benefits shall be provided to City upon request.

Section 6.2 <u>General Manager</u>. Personnel engaged by Manager will include a qualified individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of all of the Facilities. Hiring of the General Manager shall require the prior approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities. The parties acknowledge that the General Manager may have a different title (such as Executive Director), in Manager's discretion.

Section 6.3 Non-Solicitation / Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Party ("Soliciting Party") nor any of its subsidiary entities shall solicit for employment, or hire, any of the other Party's ("Employing Party") Management-Level Employees (as to City, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7 OPERATING BUDGET

Section 7.1 <u>Establishment of Convention Center Operating Budget</u>. The Operating Budget for the Convention Center for the period May 1, 2024, through September 30, 2024, will be the City's current operating budget for the Convention Center. Manager agrees that no later than July 31, 2024, with respect to the Operating Year commencing October 1, 2024, and at least 60 days prior to the commencement of each subsequent Operating Year, it will prepare and submit to City its proposed Operating Budget for the Convention Center. Each such annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget. The parties acknowledge

certain overhead expenses (for example, insurance costs and costs related to the General Manager overseeing all the Facilities and the New Arena pursuant to a separate agreement) may be allocated among the various Operating Budgets (including the operating budget for the Saenger Theatre), which allocation shall be proposed by Manager in a fair and equitable manner shall be subject to the approval of the City, such approval not to be unreasonably withheld.

Budget shall be subject to the review and approval of City, which approval shall not be unreasonably withheld or delayed. In order for City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to City such reasonable financial information relating to the Facilities as may be requested by City from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by City, which approval shall not be unreasonably withheld or delayed. If City fails to approve any annual Operating Budget (or any proposed amendment thereto), City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

Section 7.3 Adherence to Convention Center Operating Budget. Manager shall use all reasonable efforts to manage and operate the Convention Center in accordance with the applicable Operating Budgets. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to such Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budgets are not achieved. Manager agrees to notify City within 30 days of any material negative variance in the bottom-line net operating profit/loss figure in any Operating Budget, and any material increase in total Operating Expenses for the Convention Center from that provided for in the applicable Operating Budget. For purposes of this Section 7.3, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the applicable Operating Budget.

Section 7.4 <u>Saenger Theatre Budget</u>. Manager shall not be required to submit its operating budget for the Saenger Theatre to the City for approval, nor shall Manager be limited in Operating Expenses it may make at the Saenger Theatre. Manager shall have sole discretion over the operating budget for the Saenger Theatre.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 <u>Event Account</u>. Manager shall deposit as soon as practicable following receipt, in the applicable Event Account for the Facility, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Manager shall establish two (2)

separate Event Accounts under this Agreement, one for the Convention Center, and one for the Saenger Theatre. Such monies will be held in escrow for the protection of ticket purchasers, City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and settlement of such events, Manager shall transfer all funds remaining in the applicable Event Account, including any interest accrued thereon, into the applicable Operating Account. For the sake of clarity, funds in the Event Account for the Convention Center shall be held separately, and not be commingled with, funds in the Event Account for the Saenger Theatre.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the applicable Operating Account for the Facility as soon as practicable upon receipt (but not less often than once each business day). Manager shall establish two (2) separate Operating Accounts under this Agreement, one for Convention Center, and one for the Saenger Theatre. The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of an City employee or representative. The City shall not have access to the Operating Account for the Saenger Theatre. For the sake of clarity, funds in the Operating Account for the Convention Center shall be held separately, and not be commingled with, funds in the Operating Account for the Saenger Theatre.

ARTILE 9 DBE AND LOCAL PARTICIPATION

Section 9.1 Participation Goals. Manager agrees that in each Operating Year, it shall seek to provide no less than thirty percent (30%) of the total of (a) Operating Expenses (excluding utility costs and salaries of on-site employees) and (b) event expenses remitted by users of the Facilities pursuant to Booking Contracts (collectively, "Directed Expenses") to certified Disadvantaged Business Enterprises (DBEs) ("Participation Goal"). For clarify, Directed Expenses shall exclude expenses over which Manager has no control or is unable to direct to a third party, including, without limitation, union labor (e.g., stagehands). In addition, Manager agrees that is shall comply with the Mobile First Initiative set forth in Exhibit E attached hereto (the "Local Hire Commitment"), and shall utilize City-approved workforce services to the extent required by the Local Hire Commitment. If Manager does not meet the Participation Goal or Local Hire Commitment in any Operating Year, it shall not be considered a breach hereunder, but Manager and the City shall meet within sixty (60) days of following submission of DBE reporting as set forth below to discuss efforts by which Manager can meet its Participation Goal, and implement measures to meet its Participation Goal in the following Operating Year.

Section 9.2 <u>Reporting</u>. Within one hundred twenty (120) days after the end of each Operating Year, Manager shall submit to the City (a) an accounting of Directed Expenses paid, the entities to which Directed Expenses have been paid, and whether those entities are certified DBE enterprises, for purposes of determining Manager's compliance with the Participation Goal and (b) a hiring report, in form to be mutually agreed by the Parties, for purposes of determining Manager's compliance with the Local Hire Commitment.

ARTICLE 10

FUNDING

Source of Funding for Convention Center. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Convention Center as provided in the Operating Budget from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of such Facilities (as described in Article 8 above), or otherwise made available by City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted expenses in the Operating Budget for the Convention Center for the 3-month period beginning on the Effective Date. City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted (in the Operating Budget) or otherwise approved expenses for such Facilities for each such month, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses in the Operating Budget for the then-upcoming month plus the immediately following two (2) months. Manager shall have no liability to City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 10.2 Advancement of Funds for Convention Center. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses for the Convention Center. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses for the Convention Center, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of eight percent (8%) or the highest rate permitted by law, whichever is less.

Section 10.3 Source of Funding for Saenger Theatre. Manager, and not City, shall be solely responsible for any Saenger Theatre Operating Losses (provided that the City, and not Manager, shall be solely responsible for all Capital Expenditures as provided in Section 12.3 at the Saenger Theatre). Manager shall pay all Operating Expenses for the Saenger Theatre from Revenues generated from operation of the Saenger Theatre and, in the event that Revenues from operation of the Saenger Theatre are not sufficient to pay such Operating Expenses, Manager shall be responsible for making up the difference with funds from its own account. For the sake of clarity, the parties acknowledge that Manager's obligations with respect to Saenger Theatre Operating Losses commence from and after the Effective Date (and thus applies for the first Operating Year only for the months of April through and including September 2024), and Manager is not responsible for Saenger Theatre Operating Losses from the months prior to the Effective Date.

ARTICLE 11 FISCAL RESPONSIBILITY; REPORTING

Section 11.1 <u>Records</u>. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. City or its authorized agent shall have the right to audit and inspect such

records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 11.2 <u>Convention Center Monthly Financial Reports.</u> Manager agrees to provide to City, within thirty (30) days after the end of each month during the Term, financial reports for the Convention Center, including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2nd) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2nd) month of the Term, Manager agrees to provide to City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Convention Center during such month. Additionally, Manager shall submit to City, or shall cause the applicable public depository utilized by Manager to submit to City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account for the Convention Center. Manager shall not be required to provide to the City financial reports for the Saenger Theatre.

Section 11.3 <u>Audit</u>. Manager agrees to arrange to provide to City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Convention Center. Costs associated with obtaining such certified audit report shall be an Operating Expense of such Facilities. Such audit shall be performed by an external auditor approved by City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 12 CAPITAL IMPROVEMENTS; CAPITAL RESERVE FUND; MANAGER CONTRIBUTION

Section 12.1 <u>Schedule of Capital Expenditures</u>. Manager shall annually, at the time of submission of the annual Operating Budget to City, provide to City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing City to consider such projects and to prepare and update a long-range Capital Expenditure budget. Subject to Section 12.2 below as it relates to the Convention Center and Saenger Theatre, the decision whether to proceed with any proposed Capital Expenditure rests solely with the City.

Section 12.2 Responsibility for Capital Expenditures. City shall be solely responsible for all Capital Expenditures at the Facilities. The City shall have discretion during the Term as to whether or not to make Capital Expenditures at the Convention Center and Saenger Theatre, provided that the City covenants to make (a) any and all Capital Expenditures at the Convention Center and Saenger Theatre necessary to allow Manager to maintain the Convention Center and Saenger Theatre in the condition as they are as of the Effective Date, reasonable wear and tear excepted, and (b) the expenditures described in Section 12.3 below. Notwithstanding anything in this Section 12.2, to the contrary, Manager shall have the right (but not the obligation) to make Capital Expenditures at the Facilities for Emergency Repairs provided that Manager has either reached City's contract administrator (as described in Section 14.1) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by City. The City shall promptly reimburse Manager for the cost of any Capital Expenditure approved in advance by City or, as to Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence. Manager shall have no

liability for any claims, costs, or damages arising out of a decision by the City to make or not to make any Capital Expenditure at the Facilities; provided however in the event City's decision as to any Capital Expenditure required by this Agreement could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facilities, Manager shall have the right with one hundred and eighty (180) days prior written notice to the City to terminate the Agreement.

Section 12.3. <u>Capital Reserve Fund</u>. The City consents to Manager adding one dollar (\$1.00) per paid ticket over the face value, for tickets to the Saenger Theatre with a face value of \$15.00 or more, with the revenue generated from such incremental charge to be deposited to the Saenger Theatre Operating Account to be used as a capital improvement reserve fund. Fifty percent (50%) of such capital reserve fund will be allocated towards Long-Term Capital Improvement Projects at the Saenger Theatre and such projects shall be determined by the City. The other fifty percent (50%) of such fund shall be used for Short-Term Capital Improvement Projects at the Saenger Theatre and such projects shall be determined by Manager.

Section 12.4 <u>Manager Contribution</u>. Manager shall make a capital contribution of Two Million Dollars (\$2,000,000) (the "**Investment**") at the Convention Center and Seanger Theatre for improvements and/or capital equipment dedicated to such Facilities. City and Manager shall mutually agree upon the specific equipment and improvements to be purchased or made with the Investment, as well as the location for such improvements or installation of such equipment. The Investment shall be made no later than March 31, 2025.

Once identified, the specific equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by Manager until payment of the Buyout Amount (as described below), and City agrees to execute such documents as Manager shall reasonably request evidencing Manager's ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring Manager to replace any equipment or other personal property at its own cost.

The Investment shall be amortized on a straight-line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Within five (5) days of the early termination of this Agreement as it relates to the Convention Center and/or the Saenger Theatre (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager), City shall immediately pay to Manager the unamortized amount of the Investment (the "Buyout Amount"), provided that if this Agreement is terminated early by City under Section 4.2(a)(ii), the City may deduct from such amount any reasonable, documented out-of-pocket costs or losses directly resulting from the Breach by Manager giving rise to such termination ("Breach Costs"). In the event that City fails to pay Manager the Buyout Amount (less the Breach Costs) when due, the Buyout Amount (less the Breach Costs) shall accrue interest at the rate of eight percent (8%) per annum, or the highest rate permitted by law, whichever is less. In such event, and without limiting any other rights or remedies available to it, Manager may reenter the Facilities, with or without process of law, and remove in a commercially reasonably manner the improvements or equipment purchased with the Investment and retain or dispose of such improvements or equipment as Manager sees fit. In such event, Manager shall retain its right to receive the Buyout Amount (less the Breach Costs), but any proceeds from the sale of such improvements or equipment, less the cost to Manager of removing, storing and selling such

improvements or equipment, shall reduce the Buyout Amount.

City covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to Manager, title to the equipment and improvements purchased with the Investment will become vested in City, and Manager agrees to execute all necessary documents to evidence same. The rights of Manager set forth in this Section shall be in addition to any other rights of Manager at law or in equity.

ARTICLE 13 FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 <u>Existing Contracts</u>. City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 13.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities. All such contracts shall be entered into by Manager, as agent on behalf of City. All Facilities contracts, including Booking Contracts and Service Contracts, will be negotiated and priced by Manager using its existing forms (as applicable) and shall be entered into by Manager as agent on behalf of City; provided, however that City shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. All contracts entered into by Manager shall contain indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties, naming each of Manager and City as indemnified parties and additional insureds, respectively.

Section 13.3 <u>Transactions with Affiliates</u>. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services) with the prior approval of City (which approval shall not be unreasonably withheld or delayed), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate or requested by City, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 14 AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 <u>Contract Administrator</u>. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute

contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INDEMNIFICATION

Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless City, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "City Indemnified Parties") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "Losses") suffered by the City Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein. Notwithstanding the foregoing, the foregoing indemnification and defense obligations shall not apply to the extent the Losses are caused by any of the following: ("Excluded Claims"): (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facilities, (e) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (g) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.2 <u>Conditions to Indemnification</u>. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") is indemnified by the other party ("**Indemnitor**") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such

matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.3 <u>Survival</u>. The obligations of the parties contained in Articles 4 and 15 shall survive the termination or expiration of this Agreement.

ARTICLE 16 INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of City. Each insurance policy shall include a requirement that the insurer provide Manager and City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as a part of a corporate policy, as reasonably allocated by Manager.

Section 16.2 <u>Rating; Additional Insureds</u>. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Alabama or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against City. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and City as additional insureds.

ARTICLE 17 REPRESENTATIONS, WARRANTIES AND COVENANTS

- Section 17.1 <u>Manager Representations and Warranties</u>. Manager hereby represents, warrants and covenants to City as follows:
- (a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and
- (b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

- (c) that Manager will comply with all Laws applicable to the Services, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facilities which City fails or refuses to fund after written notice from Manager and for where the City is responsible for funding under this Agreement.
- Section 17.2 <u>City Representations, Warranties and Covenants</u>. City represents, warrants and covenants to Manager as follows:
- (a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.
- (b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.
 - (c) that City will comply with all Laws applicable to its ownership of the Facilities.

ARTICLE 18 MISCELLANEOUS

- Section 18.1 <u>PCI Compliance</u>. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("**PCI Standards**") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.
- Section 18.2 <u>No Discrimination</u>. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.
- Section 18.3 <u>Use of Facilities Names and Logos</u>. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or City shall be and at all times remain the sole and exclusive property of City. Manager agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 <u>Facilities Advertisements</u>. City agrees that in all advertisements placed by City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a "Managed by OVG 360".

Section 18.5 Force Majeure; Casualty Loss.

- (a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.
- (b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenantable for a period estimated by an architect selected by City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facilities once again becomes tenable at any time during the Term, then so long as the damage or destruction was not caused by the negligent act or omission of Manager, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof for the remainder of the original Term.
- Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that the Manager may assign this Agreement (i) in connection with a sale of all or substantially all of its business or assets as long as the acquiring entity has substantially similar financial resources as Manager and has the demonstrable ability, including based on historical data, to successfully manage and operate the Facilities and to procure and provide Live Nation events/content consistent with Manager's past practice, or (ii) to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City and Manager remains responsible for the obligations in this Agreement. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 <u>Notices</u>. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to City:	If to Manager:
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City of Mobile	OVG 360
	5050 S. Syracuse St., 8th Floor
	Denver, CO 80237
	Attn: Chief Operating Officer
With a copy to:	With a copy to:
City of Mobile	OVG 360
	5050 S. Syracuse St., 8th Floor
	Denver, CO 80237
	Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 <u>Severability</u>. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 <u>Entire Agreement</u>. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 <u>Governing Law</u>. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

Section 18.11 <u>Amendments</u>. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

Section 18.12 <u>Waiver; Remedies</u>. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 <u>Relationship of Parties</u>. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent

for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 14.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 <u>Attorneys Fees</u>. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 <u>Limitation on Damages</u>. In no event shall either party be liable or responsible for any punitive damages or consequential damages (including lost profits), provided that the foregoing shall not limit or restrict any claim by Manager for the fees described herein upon a Breach by the City.

Section 18.17 <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 18.18 <u>Confidentiality</u>. Any property of City that is received by Manager, and all records and papers of any kind relating to City, shall be exclusive property of City and shall be held or used by Manager solely for the benefit of City and returned to it promptly upon termination of this Agreement or earlier request of City. Without the prior written consent of an authorized officer of City, Manager shall not duplicate or disclose any confidential or proprietary information or trade secrets pertaining to the business, products or services of City to any person not employed by or a consultant for City and shall disclose such to persons employed by or a consultant for City only to the extent necessary for Manager to perform hereunder. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

Section 18.19 <u>Trust and Confidence</u>. Manager accepts the relationship of trust and confidence established by this Agreement with respect to all services, reporting and financial dealings and requirements under this Agreement and covenants with the City to cooperate with the City and exercise Manager's reasonable skill and judgment in furthering the interests of the City; to furnish efficient financial and business administration and supervision; to furnish at all times an adequate supply of workers; and to perform all services required hereunder in an expeditious and economical manner consistent with the City's interests.

Section 18.20 <u>Immigration Law Compliance</u>. By execution of this Agreement, Manager affirms, for the duration of this Agreement, that Manager will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Notwithstanding anything in this Agreement to the contrary, if Manager is found to be in

violation of this provision, Manager shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 18.21 <u>Boycotts Against Nations or Business Organizations.</u> In compliance with Alabama Act No. 2016-312, Manager hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a Person based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 18.22 <u>Economic Boycotts</u>. In compliance with Alabama Act No. 2023-409, by signing this contract, Manager provides written verification that Manager, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of such Act.

[Signatures on following page]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA	GLOBAL SPECTRUM, L.P., d/b/a OVG 360
	By: Global Spectrum, LLC, its general Partner
By:	By:
Name:	Name:
Title:	Title:

SCHEDULE 1 MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

EXHIBIT A MANAGER DUTIES FOR FACILITIES

Manager's obligations under the Agreement shall consist of the following obligations for the Facilities (to the extent they remain open and operating), all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, ticketing, box office, admission procedures, parking for the Convention Center, and general user services.

Without limiting the foregoing, Manager shall have the exclusive right to provide, and shall provide, the Food and Beverage Services at the Facilities. Manager may engage sub-contractors (including without limitation an Affiliate) to sell food and beverages at the Facilities. In connection with its Food and Beverage Services, Manager shall (or shall cause such subcontractor engaged by Manager to):

- (i) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (ii) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (iii) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);
- (iv) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;
- (v) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;
- (vi) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;
- (vii) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control;
- (viii) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages; and

- (ix) Adhere to the requirements set forth in Exhibit G.
- (b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.
- (c) Procure, negotiate, execute, administer and assure compliance with all contracts related to the operation of the Facilities, including Service Contracts, Booking Contracts, Revenue Generating Contracts, Material Contracts, except as otherwise provided in the Agreement.
- (d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing industry standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the City with a copy of all such agreements upon request.
- (e) Provide standard form advertising and Sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.
- (f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.
- (g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.
- (h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs to the highest industry standards.
- (i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, in accordance with Section 10.1 of the Agreement, which records shall be made available to the City as set forth herein.
- (j) Submit to City in a timely manner financial and other reports detailing Manager's activities in connection with the Convention Center, as set forth in Section 10.2 of the Agreement.
- (k) Prepare a proposed annual Operating Budget in accordance with Article 7 of the Agreement.
- (l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities as provided in the Agreement.

- (m) Secure, or assist City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. City shall cooperate in this process to the extent reasonably required.
- (n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.
- (o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.
 - (p) Pay all Taxes.
- (q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.
 - (r) Prepare, maintain and implement on a regular basis a Marketing Plan for the Facilities.
 - (s) Manage, market and sell Commercial Rights at or in connection with the Facilities.
- (t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify City of any such damage or loss.
- (u) As Manager determines may be reasonably required for operations, purchase, on behalf of City, and maintain during the Term, as Operating Expenses, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.
- (v) As agent for City, manage risk management and maintain insurance needs and coordinate with the City, including Manager's insurance as more fully described in Article 16 of the Agreement.
- (w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by City, shall be deemed the property of City.
- (x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.
- (y) In connection with the food and beverage operations at the Facilities, cause any concessionaire to create a "uniquely Mobile" food and beverage experience for Facility patrons; such concessionaire shall endeavor to create such "uniquely Mobile" food experience through (i) engagement of local vendors with a Mobile business license, and/or (ii) non-national food and beverage brands either headquartered in Alabama or a public association with Mobile and/or Alabama.

- (z) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts for the Facilities, as necessary.
- (aa) Respond timely to all comments and complaints communicated to the City or to Manager by members of the public.

EXHIBIT B EXISTING CONTRACTS

[City to attach list and separately provide copies]

EXHIBIT C INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

- (a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;
 - (b) umbrella or excess liability insurance;
- (c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Alabama;
 - (e) professional liability insurance and self-insured employment practices liability coverage;
 - (f) employment practices liability insurance;
 - (g) pollution liability; and
 - (h) crime coverage.

A renewal binder of coverage shall be delivered by the named insured to the City prior to a policy's expiration date, with a complete copy of such renewal insurances to follow.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease \$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)

\$1,000,000

Pollution Liability (Claims Made basis)

\$1,000,000

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$1,000,000.00

EXHIBIT D TRANSITION COSTS

[attach transition budget]

EXHIBIT E

MOBILE FIRST INITIATIVE

[City to attach Mobile First Initiative]

EXHIBIT F
CONVENTION CENTER INCENTIVE FEE

In consideration for providing the services under this Agreement, and in addition to the other amounts set forth herein, City shall pay Manager a Convention Center Incentive Fee each Operating Year beginning after October 1, 2024, not to exceed \$200,000, such amount to be increased by CPI starting on October 1, 2027 and in each succeeding three (3) year period as described in Section 3.1(a) above. The Incentive Fee shall have two (2) components, a quantitative component and a qualitative component, as follows:

A. Quantitative Incentive Fee Structure

- I. The quantitative component of the Incentive Fee shall be capped at \$100,000 (subject to the CPI increases described above) and shall be based on the following quantitative criteria (the "Quantitative Incentive Fee"):
 - a. After the actual Convention Center Revenue exceeds the Convention Center Revenue as set forth in the approved Operating Budget in any Operating Year by three percent (3%), Manager shall receive a Quantitative Incentive Fee equal to thirty-three percent (33%) of incremental Convention Center Revenue above said three percent (3%) increase, not to exceed the cap described in A. I. above.
 - b. Manager shall be entitled to pay itself the Quantitative Incentive Fee, if any, from the Convention Center Operating Account thirty (30) days following submission of the final financial statements and audit documents for such Operating Year to the City.

The Parties acknowledge and agree that Manager should not be negatively impacted under the Incentive Fee calculation for offering discounts not already reflected in the Operating Budget, at the City's request or direction, on rent or other charges to attract events to the Convention Center/City, so for purposes of determining the actual Convention Center Revenue when calculating the Quantitative Incentive Fee, any such discount(s) shall be added back to Convention Center Revenue as a "revenue paper credit".

II. A sample calculation of the above follows:

Below is based on a Convention Center Revenue budget of \$4 million for an Operating Year and the venue achieving Convention Center Revenues of \$4.3 million for such year.

Incremental	City of Mobile Share	OVG Share	Notes
Convention Center			
Revenue Over Budget			
First \$120K	\$120,000	\$0	Initial 3% over budget
Next \$180K	\$120,000	\$60,000	City (2/3); OVG (1/3) split
Total Revenue \$	\$240,000	\$60,000	Split of excess revenues

B. **Quantitative Incentive Fee Structure**

I. The Convention Center Incentive Fee amount will also be based on five qualitative categories: Customer Satisfaction Surveys, Facility Cleanliness, Diversity and Inclusion Initiatives, Visit Mobile Relationship & Support, and Community Involvement. All category scores will be based on a scale of 1-5 with 1 being the lowest and 5 the highest. Manager will be eligible for a total annual Incentive Fee of

\$100,000 (subject to the CPI increases described above) in each Operating Year (the "Qualitative Incentive Fee").

- 1. **Customer Satisfaction Surveys**. Scale of 1-5. This number will come from the aggregated and averaged scores of all customer survey categories.
- 2. **Facility Cleanliness**. Scale of 1-5. This number will come from the customer surveys for the single category of "How was the cleanliness of the building, parking lots, and grounds?"
- 3. **Diversity and Inclusion Initiatives.** Scale of 1-5. Manager and City of Mobile will set implementation goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.
- 4. **Visit Mobile Relationship and Support**. Scale of 1-5. Manager and City of Mobile will set goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.
- 5. **Community Involvement**. Scale of 1-5. Manager and the City of Mobile will set goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.

II. Calculation sample

Manager achieves the following scores per category:

- 4.5 on customer satisfaction survey scores
- 4.5 on facility cleanliness
- 5.0 on diversity and inclusion initiatives
- 4.0 on Visit Mobile relationship and support
- 4.0 on community involvement

In this sample calculation, OVG achieved a total score of 22. The total score of 22 divided by a maximum potential score of 25 equals 88%. Therefore, OVG would earn 88% of the maximum Qualitative Incentive Fee of \$100,000, or \$88,000.

EXHIBIT G FOOD AND BEVERAGE SERVICES

1. REPORTING OBLIGATIONS. Before the end of each calendar month during the Term, Manager shall provide the City with a statement of Convention Center Food and Beverage Revenues for the previous calendar month.

2. F&B EMPLOYEES.

- (A) Staffing Levels and Training. Manager shall provide adequate numbers of staff for all catered events and for concessions. All of Manager's employees involved in the sale, service, and distribution of alcoholic beverages shall be trained by Manager in effective alcohol awareness, which includes training consistent with any applicable laws of the City or the State of Alabama.
- (B) Food and Beverage Director. Manager shall select a Food and Beverage Director ("FBD") to oversee the Food and Beverage Services at the Convention Center (the "F&B Services"). The FBD shall report to OVG's General Manager.

3. MANAGER'S OPERATIONAL RESPONSIBILITIES.

- (A) Periods of Operations. Manager shall provide the F&B Services at such times as shall be reasonably necessary to serve customers of the Facilities.
- (B) Quality. All food and beverage items offered for sale by Manager shall be of high quality. Manager shall not offer for sale any food or beverage items that are spoiled, of poor quality, or otherwise unfit for consumption, and any such items shall immediately be removed by Manager from any food preparation or service area. Manager shall maintain a level of service that will provide an effective and convenient operation of food and beverage service. All food, drinks, beverages, confections and other items sold or kept for sale at the concessions will conform in all respects to applicable federal, state and city regulations.
- (C) Notice of Health Code Violations. Manager will provide the City, immediately upon Manager's receipt, copies of any reports, citations, or notices that appear from the local health department, as well as copies of any Manager field inspection reports in response thereto. Manager shall promptly correct any such violations and pay any applicable fines, the costs of which shall be deemed an Operating Expense.
- (D) Cleaning. Manager shall maintain all food service equipment in a clean and sanitary condition.
- (E) Removal of Trash and Garbage. Manager shall be responsible for the removal of all trash, refuse and garbage produced by the F&B Services.
- (F) Guidelines. Manager shall adhere to the guidelines set forth in its banquet server guidelines and concession point of service ratio guidelines, copies of which are available for review by the City.

- (G) Menus and Pricing. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control.
- (H) Liquor License. Manager shall maintain a liquor license (unless hereinafter prohibited by law) and all other licenses or permits required by law to provide the F&B Services. Manager shall pay all federal, state and local license and permit fees and collect, withhold, remit, and/or pay for all sales, use and excise taxes and compensation taxes relating to the provision of the F&B Services. The costs of the foregoing shall be an Operating Expense.
- 4. Catering Fees. As a rule, no outside catering will be permitted in either of the Facilities. However, the City and Manager acknowledge that there may be exceptions to this rule which have been historically granted, such as the case for Mardi Gras organizations at the Convention Center. In all cases where such permission has been granted to a non-profit organization, the licensee for the event will be charged a fee as mutually agreed upon by Manager and the City. The fee so charged shall be included as part of the Convention Center Food and Beverage Revenue. In addition, the licensee for the event shall be required to secure all necessary licenses for such service and will be required to provide the appropriate insurance coverages, naming Manager and City as additional insureds.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

DescriptionTypeUpload DatepacketCover Memo3/14/2024REVISED noticeCover Memo3/14/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 1:55 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.

Adopte	ed:	
	<u> </u>	
	City Clerk	

Notice of Public Hearing for a Conditional Use Permit for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted March 19, 2024, a public hearing will be held on the 23rd day of April, 2024, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood; and
- 3. Will not impede the orderly development and improvement of surrounding property.

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

<u>Section One:</u> That the Conditional Use Permit is hereby approved with the following required conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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 UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 16th day of April, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 27th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood; and
- 3. Will not impede the orderly development and improvement of surrounding property.

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

<u>Section One:</u> That the Conditional Use Permit is hereby approved with the following required conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Deborah May 5032 Government Boulevard Council District 4 Ben Reynolds



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2024 City Council Mobile Government Plaza Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of Deborah May for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District for the property located at 5032 Government Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas

Deputy Director, Planning & Zoning Department

tms

attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the ______ day of _______, 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 Unified Development Code

The	proposed	amendment to	the	Unified	Development	Code	was	published	in	full	on	the	 day	of
		, 20_	_ in 1	the Lagni	appe.									

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

- WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood; and
- 3. Will not impede the orderly development and improvement of surrounding property.

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

<u>Section One:</u> That the Conditional Use Permit is hereby approved with the following required conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;

- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

adopted:

Lisa Lambert, City Clerk

Deborah May 5032 Government Boulevard Council District 4 Ben Reynolds



THE CITY OF MOBILE, ALABAMA MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Deborah May 5032 Government Boulevard Mobile, Alabama 36693

Re:

5032 Government Boulevard

ZON-CUP-002803-2024

Deborah May

District 4

Conditional Use Permit approval to allow a home-based child daycare for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

- 1. The request is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
- 2. The request is compatible with the character of the surrounding neighborhood;
- The request will not impede the orderly development and improvement of surrounding property.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit request to City Council, subject to the following conditions:

- Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground

ZON-CUP-002803-2024 Deborah May February 26, 2024

- layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is \$315.78. 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

Mara

Margaret Pappas

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION January 25, 2024 PUBLIC HEARING NOTICE



Re:

5032 Government Boulevard

ZON-CUP-002803-2024

Deborah May

District 4

Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1,

Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, 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 application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

Planning & Zoning/City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827

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, by 2:00 p.m. on Wednesday, February 21, 2024, 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 January 25, 2024 PUBLIC HEARING NOTICE



Re:

5032 Government Boulevard

ZON-CUP-002803-2024

Deborah May

District 4

Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1,

Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, 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 application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

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.

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:

Planning & Zoning/City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827

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, by 2:00 p.m. on Wednesday, February 21, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.



City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of <u>all</u> the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Digital submissi	ons are required by noon on the deadline filing date.	
	Fees	
	Conditional Use Permit	\$500
	Conditional Use Permit for Above-Ground Oil Stora Conditional Use Permit for Hazardous Substance St	ige lank*
	Rezoning, Text Amendment, or Specific Area Plan	torage tank* \$1,500
· 	Planned Development	\$500
	Planning Approval or Planned Unit Development .	\$500
N	lotification fees: First Class Postage per property own	er within 300', and each applicant/owner.
Additional	fees: A legal advertisement fee will be required for e	ach application, after consideration by the Planning
Commissio	n'and prior to consideration by the City Council. If ap	proved by the City Council, documentation must be
	recorded in Mobile County Probate Court a	t the expense of the applicant.
* For <u>Above-Gr</u>	round Oil Storage Tank or Hazardous Substance Stora	ge Tank applications, please contact staff for additional
	information regarding fee, legal ad and	notification requirements.
		
APPLICATION	TYPE Please select the application type. Please con	nplete the appropriate checklist (A, B, C, or D) for a full
list of applicatio	n requirements.	ipiete the appropriate checklist (A, B, C, Or D) for a full
💢 Conditional	l Use Permits \square Rezoning, Text Ame	ndment, or Specific Area Plan Amendments
Checklist A	Checklist B	•
☐ Planned De	velopment	l Planning Approvals or Planned Unit Development
Checklist C	Checklist D	
Have you provid	led the required information on the corresponding ch	ecklist? ☐ Yes ☐ No
	, , , , ,	
1. APPLICANT	INFORMATION If other than the property owner	, must furnish written authorization from owner. Owner
must submit evi	dence, such as deed or tax assessment that the perso	on has right of possession to the land and any structures
thereon.		
	Applicant	Agent (If Applicable)
Name:	Deborah May	
Firm:		
Pla dia au	Debbie's Home Daycare	
Phóne:	(251) 656-4527	
Email:	dmay 1891 Damail.com	
Address:	5032 Government Boulevard	

	Owner	Design Professional
Name:	Deborah and Peter May	
Firm:		GANT - Joseph Rodriques
Phone:	(251) 656-4527	3
Email:	dmay 1891 Bamail.com	
Address:	5032 Government Blvd. Mobile AL.	36693

Address:	5032 Government Blud. Mobile A	il. 36693	
2. PROPERTY	INFORMATION Attach a brief description of t	the property location, parcel number, and legal de	scription.
Property Addres	overnment Blvd. Mobile A ide of Government Blvd.	Property Area (acres or square) 566 - North of Lanse	e feet)
Parcel Number(s) or Key Number(s)	<u>R-1</u>	
Present Zoning	or Transect District	Proposed Zoning or Transect District (if applicable	e)
·	RHOOD MEETING Attach the Neighborhood Mant applies to any of the following applications:	eeting Documentation if applicable.	

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☑ Yes ☐ No

4. 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).

5. 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.

Owner Signature

Applicant or Agent Signature (if applicable)

<u> hannary</u> 9, 2024

panuary 9, 2021

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 Planning Commission/City Council 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.

Applicant or Agent Signature

January 9, 2024

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208:5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am = 3 pm; Wednesday: 8 am = 1 pm

CHECKLIST A Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

-Bed-and-Breakfast-Establishments	Bar/Lounge————————————————————————————————————
Community Residences	Daycare, Child (Home Based 7-12 Children)
Short-Term Rentals	☐ Private or Parochial School
Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
e you provided the required information for t	he selected uses above? Yes No
	onal Use Permits. Please refer to <u>Section 64-10-6</u> for a full description of the
pirements and verify that the following docum	•
Planning Commission Application	☐ Site Plan
Documentation of compliance with Approva	· ·
Traffic Impact Studies, as prescribed by the	traffic Engineer
	rents is declining drastically due to the Con
Childran for working pa pandemic with inflation 150 Family Childran Home providers are able to	
Childcar for working pa Pandemic with inflation 150 Family Childrar Home Providers are able to infant to years which Maximum for Homes m Future Land Use Map (FLUM) Designation of Suce 5 or 10 in group to Is the application compliant with Developme	rents is declining drastically due to the Con costs and lack of staff. At one time, Mo s. We now have about 50 . Family Cl add childran spots for children, especi
Childcare for working parademic with inflation ISO Family Childrare Home Providers are able to infant to years which Maximum for Homes must be sor ID in group to Is the application compliant with Developme	rents is declining drastically due to the Con costs and lack of staff. At one time, Mo s. We now have about 50 . Family Cl add childran spots for children, especi

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	The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall, 5032 Government Blyck Mobile At. 30693
	The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property) NIA
	Lights around house as well as security cameras.
	Hours of operation:
	Day-time 7:00 am-5:00pm. Night-time license is for currer families if parent has to work out of town. It is for a children. Other conditions that are unique to the use of the property: No night-time care for past 5 years
	My property is on the service road to Government Boulevard. Traffonly enters and exits on that street. There is traffic light at
	Entrance to Lansdowne which allows an even safer entrance as
	Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress) 첫 Yes 디 No
	♥ Yes □ No Describe how the proposal is designed to minimize the impact on storm water facilities.
	文 'es □ No
	♥ Yes □ No Describe how the proposal is designed to minimize the impact on storm water facilities.
	Describe how the proposal is designed to minimize the impact on storm water facilities. Should have no impact. Describe how the development is served by water and sanitary sewer services. What services are provided and by what
	文 Yes □ No Describe how the proposal is designed to minimize the impact on storm water facilities. Showd have no impact.
	Describe how the proposal is designed to minimize the impact on storm water facilities. Should have no impact. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
•	Describe how the proposal is designed to minimize the impact on storm water facilities. Should have no impact. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity? We have Mobile Water and Sewer System for
	Describe how the proposal is designed to minimize the impact on storm water facilities. Should have no impact. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity? We have Mobile Water and Sewer System for

here should be no negative impact on adjacent property.

Bulld Mobile, PO Box 1827, Mobile, Alabama 36633
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Visit our help window: Mobile Covernment Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm, Wednesday: 8 am – 1 pm

Storage Tanks, please include all information required by Section 64-4-8.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;

à childcare center.

b) Any application to create or modify a Planned Development; orc) Any Conditional Use Permit.
Please verify the following documentation is provided:
☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
\square Copies of any site plans, building elevations or other documents provided or referenced at the meeting
Neighborhood Meeting Proceedings:
What was the date and location of the meeting?
Neighborhood meeting was held a the West Regional Library at 5:30 pm. Meeting was recorded so that minute of meeting Could be recorded. 2. What information was presented at the meeting? Information Concerning reason for Conditional use Permit. Explained although between Variance and Conditional use permit. Stated already had home daycare for alterary. Explained Now the need for children is desperately needed for infants and Toddlers.
3. What concerns were raised during the meeting? Zoning Traffie Fear of other businesses coming into the neighborhood.
4. Were any modifications made or considered in response to the concerns raised at the meeting? Zoning - Assured them it remains an R-1 Zoning. Traffic - Explained arrival, departure times and multi-family chi

Frair of Businesses - explained no other business with going through zoning process. Explained ten children is most asked for. It will never be

SUPPLEMENTAL DOCUMENTATION Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1.	Is the home the primary residence of the daycare operator? \nearrow Yes \square No
2.	Are there additional employees? A Yes \(\text{No}\) If yes, how many and do they reside at the home? Peter Nay (Spouse) resides in home. Flizabeth May Butler - (daughter) No, Doe not reside i
SIT	TE PLAN AND BUILDING INFORMATION
	e following are required to evaluate the conditional use application. Please provide all the following ormation as additional documentation.
	The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan. Privacy Fence Plus 47+ Onain Link around Playground.
	The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the <u>Alabama Department of Human Resources</u> .
]	All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway marbe of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
۵	The following minimum amount of off-street parking must be provided:
	The minimum number required for residences as set forth in <u>Section 64-3-12</u> and <u>Table 64-3-12.1</u> (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
	One (1) space for each employee who is not a full-time permanent resident of the home; plus
	One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
	The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the <u>Alabama Department of Human Resources</u> .

Please sign in:

Name Deborah May Email dmay 1891 @ gmail.com						
Address 5032 Government Blud, Mobile Phone: 251-656-4507						
Name USA YOUNG Email. LISARYOUNG OLOOGMAIL.COM						
Address 4015 Bay Front Rd Mobil Phone: 251-447-1045						
Name Kenneth W Worther Email KWOC6/5/@ gmouil com						
Address 615 1 Boy Kin Rd Phone: 251 377-5877						
Name Clicc young Email sallienge 5614@gna: 1 com						
Address 516 Newsont Dr. W Mobile, Al. Phone: 251-423-9641						
Name Mary WATT Email Mary WyAtt 172 9 M2.						
Address 5 14 New 701 Phone 251 3 669701						
Name Whose from Email reboun 5 command com						
Address Donnie A. Brass Phone: (2) 0610-7999						
Name Bygley & A 9 22 Email_						
Address 3725 Do Mg v rde Phone: 205 605140						
Name Michael T. JANTT Email TTANTT & BELLSOLTH. NET						
Address 5217 DREXEL DR Phone: 251-402-1061						
Name Vansean James (Great Love Childres Email greatlove Ostellarchildrage, com						
Address 8749 Wandberry Ct Mobile AL 36695 Phone: 251-262-4200						
Name Rosston Butler Email bother_1371@ Hotemail						
Address 3911 Hisgins RJ. Phone: (251)895-0371						

Please sign in:

Name Shelly Umer	Email Shelbypmathis 26@yahoo.com
Address 52/3 Burma Rd. West	Phone: (261)709-6520
Name Michelle Rayloon	_ Email mray bond apc team, ora
Address 2595 Rell Road, Monta	OMEN 3 PHONE: 334-271-0304 07 334 100
Name Uniser R. Ubirg	_ Email_ jennilor h. richburgo outlack. (om
Address 3004 Blue Ridge Dr. E	Phone: 251-327-0199
Name Margan Richburg	Email james. m. rilhburgaounaccom
Address 3004 Blue Ridge by E	Phone: 271-454-0279
Name BRUGN C. MARTON	_ Email_branmortan@bellsorthingt
Address 2715 TIFTON OT	Phone: 251.753-553)
Name SAMAH MUNTA	_ Email_sarah com 25 @ aol 1 com
Address 2715 TIFTON CT.	Phone: 751-42) ·1649
Name MARY CLAIRS MORTON	Email
Address 2715 TIFTON CT	Phone:
Name Jula Love	_Email_Symone 213 @gnz:1-com
Address 833 5 University Blvd #83	Phone: <u>151-520-1922</u>
Name EMILY STILL	_Email &Mstill34@gmail.com
Address 1150 Santa Maria Ct. Mobile	AL36693 Phone: 251.623.3964
Name Jacothia House	Email fill Oosa auburnied
Address 1012 Tener Aver	36617 Phone: 257-367-6738

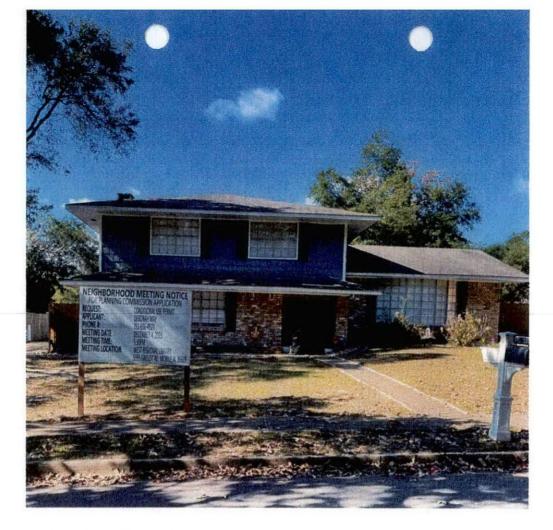
Please sign in:

<u>, р</u>
Name Mant We Email
Address 256 8000, 1026 Phone: 25/-6523266
Name Courtney Hartley-Williams Email Courtney hartley 2@ gmail coi
Address 5634 Merwood C+ Phone: 251-581-1284
Name Vason Niviamson Email j Williamson 7894@g mail.com
Address 5636 Menwood Ct Phone: 257-895-3927
Name JUh Pett away Email pettawayRa hellsouth ver
Address 37/3 Morton De Phone: 25/-604-9804
Name Hobert Rettaway Email
Address Dame as above Phone:
Name Elizabeth Butter Email little 81891 e yahoo com
Address 3911 Higgins Rd. Mobile AL 36619 Phone: (251) 214-6979
NameEmail
AddressPhone:
NameEmail
AddressPhone:
NameEmail
AddressPhone:
Name Email
Address

Please sign in:

Name Zachary Chimento		
Address 833 S Universty Bly	<u>d</u>	Phone: <u>(251) 422-42</u> 59
Name		
Address		Phone:
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La From Lansdowne



Friday • Nov 17, 2023 • 12:07 PM

Adjust



Apple iPhone 12 Pro Max



Wide Camera - 26 mm f 1.6 7 MP · 2683 × 2843 · 3.5 MB

IS032

25mm

0ev f1.6 1/1164s



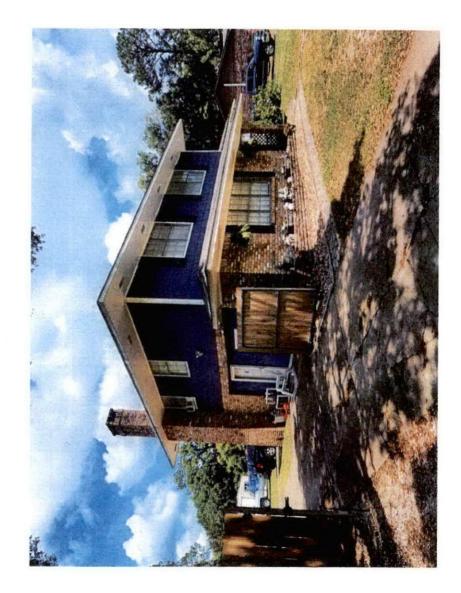


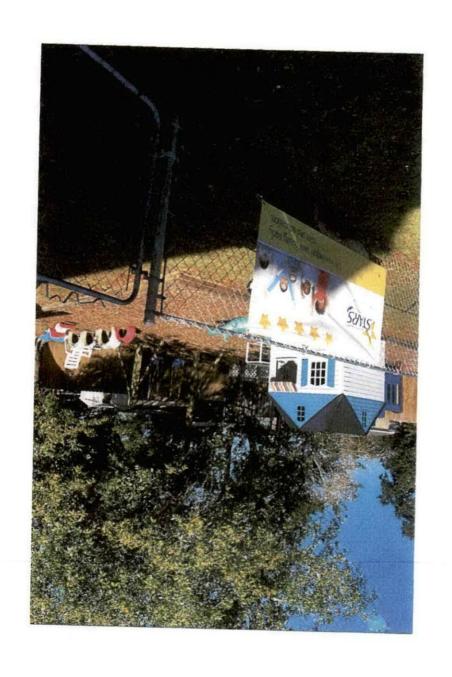












Playgreend has additional feneing besides the privacy fine

Minutes of Neighborhood Meeting for Conditional Use Permit

5032 Government Boulevard, Mobile, AL. 36693

December 4, 2023 5:30pm West Regional Library 5555 Grelot Road Mobile, Alabama 36609

27 in attendance 6 in attendance from Lansdowne Subdivision

Deborah-May-introduced-herself-and-stated-she-has-a-family-childcare-home-at-5032-Government—Boulevard in Lansdowne subdivision. She stated it has been open for 27 years at this address, and that she was seeking a Conditional Use Permit to allow a Family Childcare Group Home. She stated she has a Licensed, Nationally Accredited, Quality Star 5 Family Childcare Home. She stated she provides a safe, stable, educational learning environment for young children. (Speech attached)

Jennifer Richburg spoke in support of the Conditional Use Permit. She moved here from Louisiana and her husband had to stay out of work from May to September, the year they began at Debbie's Home Daycare due to unavailable childcare. Her child is currently attending Debbie's Home Daycare. She is pregnant with her second child and has no childcare available at time for the new baby. She is on several waiting lists.

Emily Still spoke in support of the Conditional Use Permit as a past child in Debbie's Home Daycare. She is now 25 years old. She remembers the things she did while in attendance and loves that Mrs. Debbie shows photo memories of her childhood on the daycare Facebook page. Her grandfather lived behind Debbie's Home Daycare.

Mary Wyatt said that she has a family childcare home and has children in her care in which parents must go to several childcare places because there are not any available for all to attend a single daycare. She supports the Conditional Use Permit.

Brian Morton spoke in support of the Conditional Use Permit. He spoke of the relationship with family and how his daughter had learned so much while attending. He felt his child and others are ready to transition to school above average when they leave. He never saw many cars when he came to pick up his child. He stated he remembered that when Mrs. Debbie saw some parents turn around in her neighbor's driveway, that she immediately addressed it and added it to policy contract that it was not allowed.

Jason Williamson spoke in support of Conditional Use Permit. He lived next door while growing up. He never had any problems, nor did his mother, Amber Williamson with the Family Daycare. His mother spoke last year at the Variance meeting in support of Debbie's Home Daycare increasing to ten children. Before he had a spot for his child, he went door to door to the neighbors on our street for support. He

needed childcare for his infant son. They want more children but fear no childcare. His wife had to stay out of work until he could find childcare.

Brian Morton asked if 10 children would be the end of additional children...there would not be like 20 or more. He also stated he does not like the wording of Group Home. He says it doesn't fit what is being asked.

Deborah May stated 10 would be the most she was seeking. She primarily keeps children birth to age four.

Michelle Raybon from Alabama Partnership for Children stated her support for the Conditional Use Permit. She has known Deborah since 2003 when she applied for TEACH Scholarship to gain a Degree in Early Childhood Education. She stated there is a large shortage in childcare and staff for childcare facilities throughout the city and State of Alabama, especially a shortage for infant and toddler care.

Michelle Raybon then read a letter from Tish MacInnis. She works in the Strengthening Families Program with Alabama Partnership for Children. Tish has worked with Debbie's Home Daycare since 2017 with family involvement and resources. She spoke of Debbie's Home Daycare being a Quality 5 Family Daycare Home. (letter attached to application).

Vanessa Brown stated she could see that Ms. Debbie has wonderful daycare due to the support she has at the meeting. Vanessa Brown lives in Lansdowne. She asked what would happen next after the meeting. Deborah May explained that she would be turning in the application to the planning department and then it would be heard at City Council. Another sign would be put up temporarily in her yard until the City Council meeting when a decision would be made.

Vanessa Brown had some concerns.

- traffic
- Additional businesses in neighborhood if granted the Conditional Use Permit Vanessa Brown feels a center would be better. She feels Mrs. Debbie would be great for more than 10 children due to her qualifications.

Deborah May (Mrs. Debbie) explained why a center is not a solution. Centers do not make profit on infant and toddler care due to low adult/ child ratio. Qualified staff are hard to find. Wages for staff are not conducive to the amount of work required for quality childcare. The cost of childcare would have to be increased to have quality care and decent wages. To cost of childcare would be too high for families.

Jaila Chimento spoke in support of Conditional Use support. She had to pull her child out of the center due to a traumatic experience. She is at Debbie's Home Daycare currently. Her family wants another child but is afraid of no childcare available.

Ross Butler spoke in support of Conditional use. He stated his wife, Elizabeth, is currently helping at Debbie's Home Daycare. Elizabeth is Mrs. Debbie's daughter. He fears his wife will be out of a job. Elizabeth's grandmother has been helping offset the financial costs so that her mom could continue to give quality care while caring for both of her grandmothers. When her grandmother passes, Mrs. Debbie

will have to let Elizabeth go if a Conditional Use Permit is not granted. He stated he is a firefighter and has other firefighters needing childcare.

Deborah May stated that due to having a home daycare she was able reopened shortly after Covid because essential workers needed to go to work. She had fire fighter and hospital workers at the time. Centers remained closed due to Covid restrictions. Family Childcare is a huge plus for essential workers.

Elizabeth Butler stated that multiple families already enrolled want to have additional children, including herself, but fear no childcare will be available.

Michael Tartt stated he had a concern about zoning. He resides in Lansdowne subdivision. He stated that Mr. Morton answered his question about it staying a Residential zoning.

Mr. Tartt stated he does not like "group home" wording. It scares the neighborhood.

Deborah restated that last year she had to ask for a variance, but the process has changed, and the Conditional Use Permit would remain a Residential zoning. She also stated she would prefer the wording "Large Family Childcare".

Facenthia Hogue came in support of the Conditional Use Permit. Mrs. Hogue stated she has a Group Home Daycare in Mobile and had gone through the process with the city. She was hoping something could be done to change the wording of "Group Home".

She stated the reason she applied for a group home childcare was children needing care. She restated that the application is only asking for more children, that the Family Daycare Home has already been in business 27 years. She stated she was sure traffic was not an issue because she saw no problems with it in her Group Home Childcare, She has no more than two parents at any one time. Mrs. Debbie could have arrival and departure times discussed with parents. Due to parents being on a contract Mrs. Debbie could see that congestion of traffic would **not** happen.

Shelby Ulmer stated that in her neighborhood, it has Dodge Elementary School. She stated she supports the Conditional Use permit. She stated she lives on Burma Road, and she doesn't have traffic issues in her neighborhood. She feels there is a need for additional childcare.

Bessie Bass said she was not notified. She only knew about the meeting due to the big sign in the yard. Deborah May stated she mailed letters to homes in a 300 feet buffer zone, that zoning required. The sign in her yard was notification to all others.

Mrs. Bass asked why Deborah did not participate in Lansdowne Homeowner's Association. Deborah May explained she was caring for her two elderly mothers the last three years and during this time her husband had three surgeries on his shoulders.

Elizabeth Butler asked how Lansdowne advertised things going on in the neighborhood. Deborah May stated the forms that Lansdowne sends out about dues for the neighborhood did not have a phone or email address to contact.

Mr. Pettaway stated Lansdowne has a neighborhood watch. He stated people parking large trucks on the street, etc.... Mechanics working on cars etc.... He does not want businesses in the neighborhood. Mr. Pettaway asks who had a daycare in their neighborhood?

Elizabeth Butler stated there is a childcare center in her neighborhood as well as a gas station and a church. That's what makes it a neighborhood, A community.

Mr. Pettaway also remarked not seen Deborah May at the Lansdowne Homeowners meetings, Deborah May restated why she did not participate. Her elderly mother-in law is on hospice and her husband has had three surgeries. She will have more time after her mother-in- law passes to participate.

Deborah May stated the economy suffers when parents can't work. Parents of young children need available childcare. She stated birth to age five is the most important years in brain development. Family Childcare and Family Childcare Group Homes are intended to be in a residence home.

Deborah May asked if there were any other comments or questions.

Meeting adjourned.

Meting on December 4,21

Good evening,

My name is Deborah May. I live at 5032 Government Boulevard, in Lansdowne subdivision here in Mobile. I have a Licensed, Nationally Accredited, Alabama Quality, 5 Star family childcare home. My hours for childcare are from 7am to 5pm. My childcare Home has been open in Lansdowne for 27 years, but I worked in childcare for a total of 37 years. I am an advocate for families to have affordable, quality childcare. I've requested this meeting so that you can better understand what I am asking, and why.

There's been a steady decline in childcare over the past several years. Childcare Centers and homes are finding it hard to stay open since the covid pandemic. Expenses have increased due to inflation, and staff is hard to find. Stability grants were given last year so that childcare centers and homes could remain open. I know at one time Mobile had 150 homes daycare and now there are only about 50.

So....

There is long waiting lists for infants and toddlers at just about all the childcare centers and homes.

Parents need to work. They need the income to support their families. They can't..... if they can't find childcare. I feel I can help some of these families with the support of our community.

Last year I applied for a Variance to allow my property to be used as a family childcare group home. This is a family daycare that has two adults and ten children versus a family childcare home that has one adult and five children. My application was denied because I could not prove a hardship to my property. The reason for this. is I was not asking to change my property. I was asking to increase the number of children. My home is already large enough to care for a larger number of children per the Department of Human Resources licensing performance standards.

The Board of Adjustments told me at the time it was denied, to re-apply when the new process was put in place. They would no longer be requiring a Variance but instead be requiring a Conditional Use permit.

The difference between a conditional use permit is that it generally relates to the USE of the property whereas a variance relates to the actual PHYSICAL property. I understand the name GROUP HOME is confusing to some. The Department of Human Resources uses this language for licensing family childcare group homes. I prefer the name Large Family Childcare Home.

12. ~

At the meeting last year, three people spoke opposing the request for the variance. Each were asked if they knew I had a Family childcare home. Each person stated no. **Not until the city put up the huge sign in my yard.** They were then asked if they knew of any complaints against my Family Daycare Home. Each stated no. I am hoping that the opposition was due to lack of information and communication.

I think some people may have a concern about advertising signs in my yard.

Advertising signs for family childcare homes are not allowed in the City Limits. The only signs that have been out are the ones required by the city for the application process.

There were some concerns about the zoning of the property. Which I totally understand.

A CONDITONAL USE PERMIT does not change the zoning of the property. It remains a R-1, Residential zoning.

They were also some concerns about Children running around in the neighborhood.

I am required to supervise the children at all times, that is one of the licensing requirements. We do go outside each day, but this is in my backyard which has a privacy fence. I try very hard to be considerate of my neighbors. The families on my street do not oppose having additional children. They even wrote letters last year stating they approved of my application for the variance request.

I take **great pride** in my home. I want my home to look its best as we are located on the service road, and everyone sees our house. The value of my property has only increased because we have updated and remodeled.

Another concern is the increase in traffic.

The request to increase the number of children does not mean there is a large increase in traffic. Parents arrive and depart at different times of the day. Also, I currently have a family enrolled that is expecting their second child. I have no space available for the new baby. That means the baby will be on a waiting list just to get in **anywhere**. The parents will have to go to different childcare places. if they can even find a spot. This is such an unnecessary stress for the family. It's rare for a Family childcare to have multiple openings at one time.

People choose Family childcare because it provides small class size, individual attention to specific needs and a stable long-term relationship between the childcare provider, the child, and their family.

My daughter has been helping me with my Home Daycare for the past couple years while I cared for my elderly moms. They came to live with us during covid as our fathers passed during this time. My mother passed about 18 months ago, and my mother-in-law is now on hospice. I would like to have

my daughter continue to help me. She has emerged into a wonderful teacher with a strong attachment to the children. She is always looking for ways to improve their learning and development. She even enrolled at the University of West Alabama majoring in Early Childhood Education.

I want to close by saying that I believe the increase in children for my Family Childcare Home will not impact the neighborhood in a negative way....... but to those families that have the additional childcare spots.... It will make a huge impact for their family. In today's economy, to maintain a household with children it takes two working parents. When those parents have quality, affordable childcare, they are more productive at work.

My purpose in life has always been Early Childhood Education. I want to provide a safe, secure environment for small children to learn. I have the experience, the space, and knowledge to provide for the additional children.

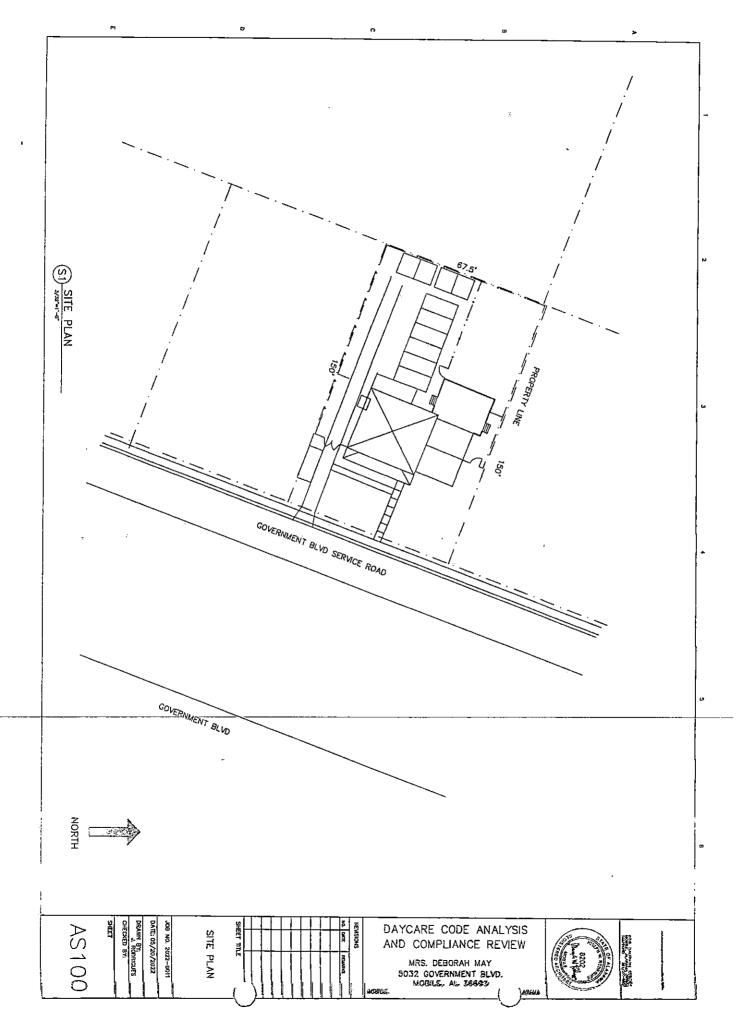
I ask for your support for the application for a conditional use permit so that I can help families with small children.

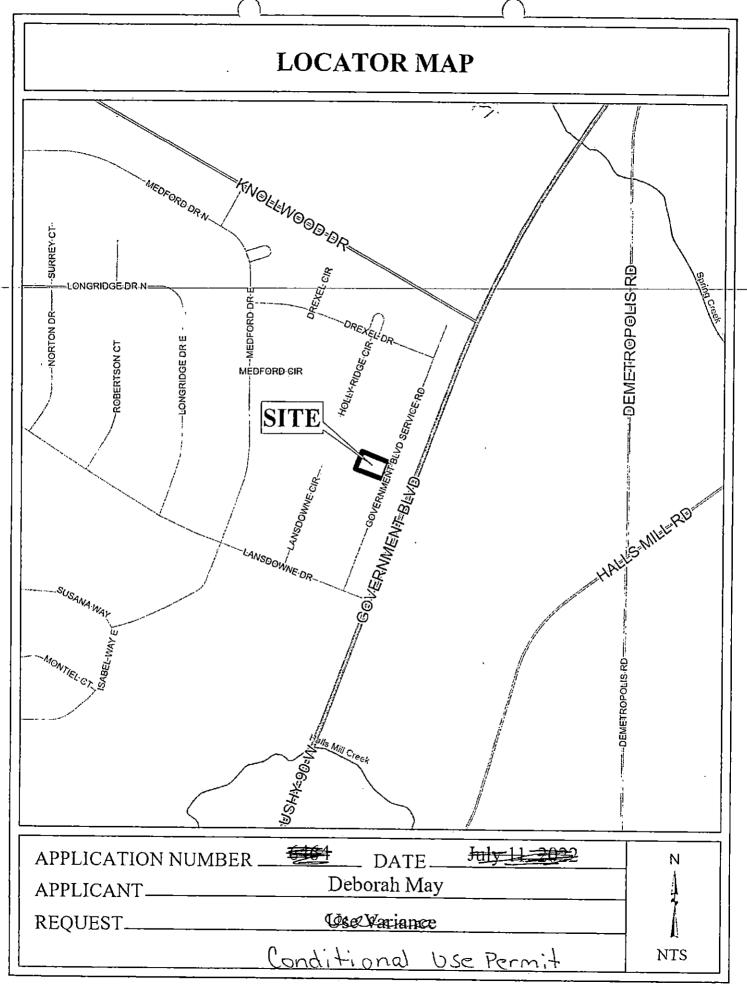
If you would like to give support please write or email a short letter of support to the zoning department / city council and myself at dmay1891@gmail.com.

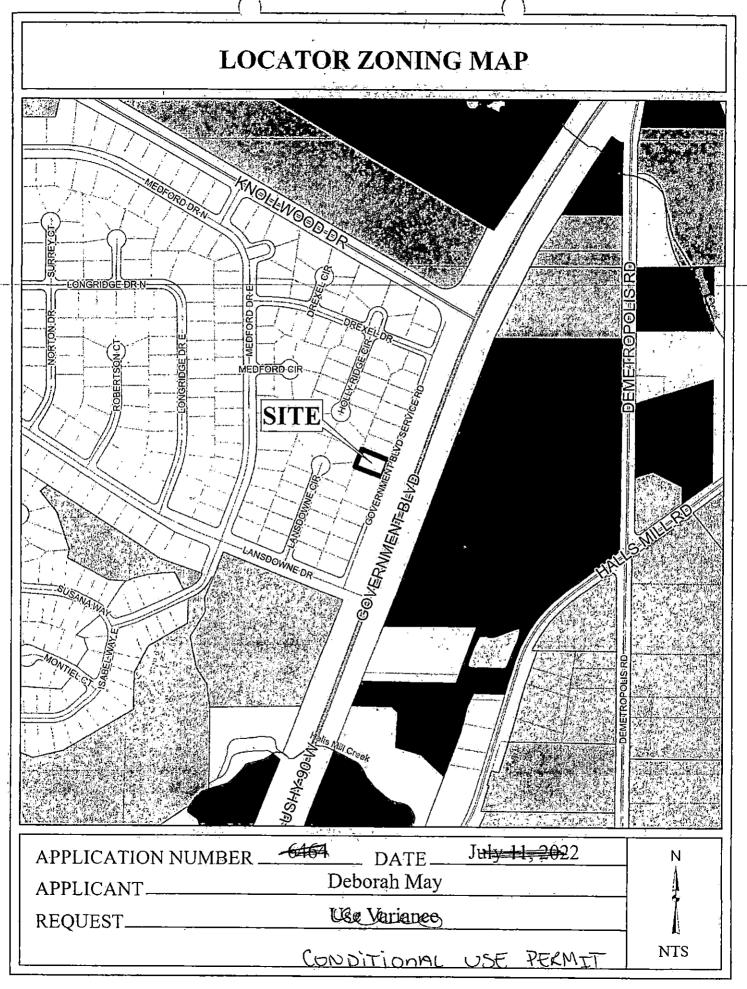
If there is anyone who would like to speak in support, or that has questions or concerns, the floor is open. Please state your name for meeting minutes and application purposes.

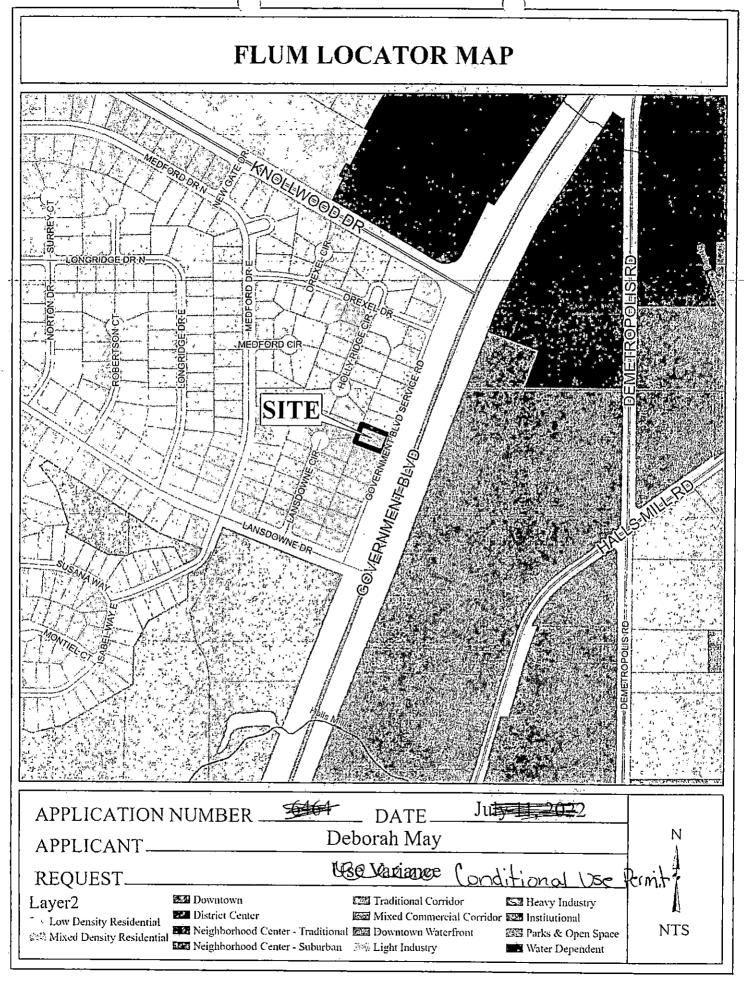
Thank you,

storah a. May









ENVIRONMENTAL LOCATOR MAP APPLICATION NUMBER July 11, 2022 DATE_ Deborah May APPLICANT_____ Use Variance REQUEST___ Conditional Use Permit NTS

BOARD OF ADJUSTMENT VICINITY MAP - EXISTING ZONING MEDFORD CIR HOLLYRIDGEC R R R SITE , R VAC L'AND R B VAC LAND 侭 This site is surrounded by residential units, and commercial units to the east. 6464 July 11, 2022 APPLICATION NUMBER. DATE_ Deborah May APPLICANT_ Use variance REQUEST. R-A R-3 R-3 T-B B-2 SD-WH 75.1 MUN R-1 R-B B-1 OPEN T3 NTS T5.2 R-2 🕍 H-B LB-2 B-4 I-2 SD T4 T6

BOARD OF ADJUSTMENT VICINITY MAP - EXISTING AERIAL



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER DATE	
APPLICANT Deborah May	N
REQUESTUse Variance] 4
CONDITIONAL USE PERMIT	1
	NTS
	•



MRS DEBORAH MAY

SITE PLAN



5032 GOVERNMENT BLVD

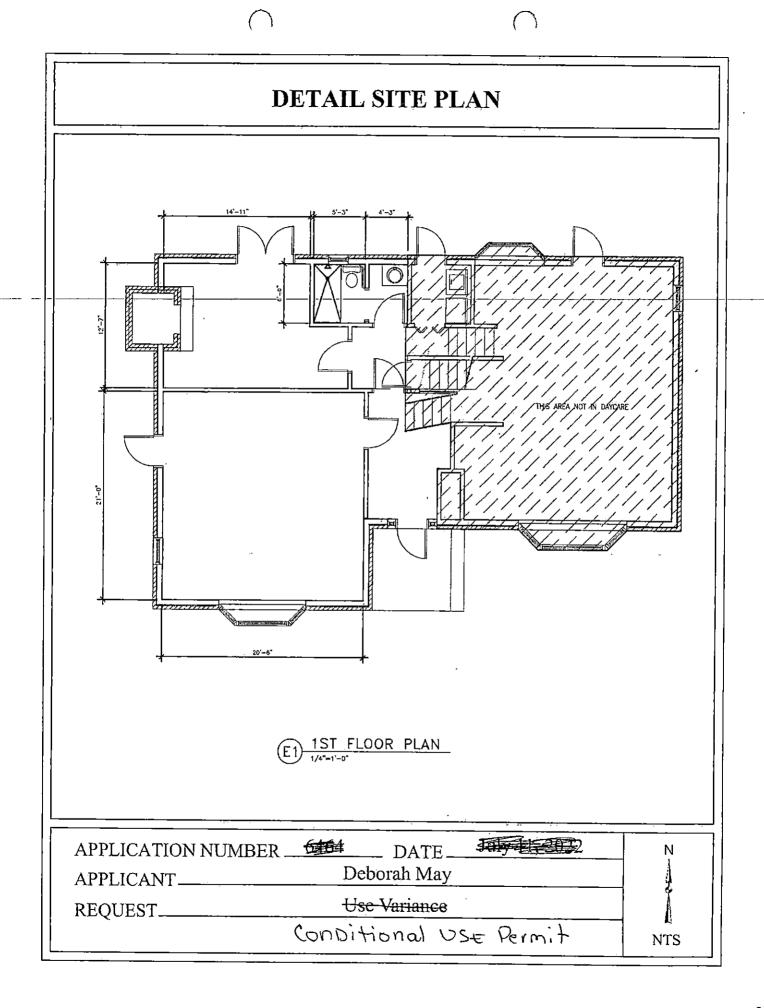
MOBILE, AL 36693

This site plan illustrates the site and surrounding areas.

APPLICATION NUMBER DATE Deborah May

REQUEST Use Variance

Conditional USE Permit NTS





Dear Mobile Planning Committee and neighborhood residents residing close to Debbie's Home Day Care:

I write this letter in support of the request to expand the capacity of childcare placements for Debbie's Home Daycare, located at 5032 Government Blvd, Mobile, AL 36696.

Professionally I have worked closely with Mrs. May since 2017. She embraces the work of Strengthening Families. This statewide initiative provides an atmosphere where families develop skills in parenting and advocacy on behalf of their child(ren) and families.

It is important in my work through partnership with many state agencies such as DHR, Early Childhood, Abuse and Neglect Prevention and Mental Health to provide resources to centers such as Debbie's Home Day Care. It is a known fact that early childhood education and childcare has the capacity to help children, their families — and subsequently our overall society — to thrive.

As such, I am writing today to urge you to allow the expansion of Debbie's Home Daycare.

Mobile is not any different from other Alabama cities. There is a HUGE need for more childcare and specifically infants and toddlers. Working mothers have been forced to leave the labor force to care for their children. I know of a new mom that is on several waiting lists for her infant so she can return to work in January. It will be devastating to her family if she cannot find a placement for her child and cannot work.

Scientific evidence clearly shows that child care based on early learning instills protective factors for children over their lifetime, setting the stage for resilient outcomes in times of adversity and providing children with the skills they need to succeed throughout their life Access to affordable, high quality child care contributes to the social, emotional and cognitive growth of children in the pre-school years, which are the most sensitive periods for brain development — cognitively, socially and emotionally.

My last words to you will be that Debbie's Home Day Care ranks according to DHR as a 5 Star center. That is the highest level that DHR rates a program. The expansion will provide more opportunities for more families to receive the best care available. This is important to the parents with children at her center. It is valuable to your Neighborhood. It is Notable to Mobile to have childcare centers with this type of recognition. Alabama is extremely fortunate to have exemplary childcare homes such as Debbie's Home Daycare.

PLEASE allow the expansion request!

Yours sincerely,

Tish MacInnis.

Alabama Strengthening Families Coordinator

334-312-4864 (cell)

Urban Home Development

Land Use Administration

I am a homeowner at 5008 Government Blvd. and have no objection to having Debbie's Home Daycare holding more kids. She is an asset to the community by providing childcare with the demand as high as it is and truly little openings. We have never had an issue with them in the time we have been here. I cannot see any reason-she should not be able to provide care for additional kids. Please consider this during these challenging times as many parents are unable to find care.

Best Regards,

Carolyn Bolden

Urban Development Dept. Land Use Admin.

I am a home owner on the street where Debbie's Home Daycare is located in Lansdown subdivision. In all the years that she has been running her home daycare, we have not had any issues with traffic or noise from her or the children she keeps. I can see no reason why she should not be allowed to add additional children at her home. If you wish to question me further please contact me on my home phone at 251-661-1079.

Joseph & Julie Harris 5016 Government Blvd, Mobile, AL 36693 Date: 1/11/22

To: Urban Development Dept (Land Use Admin)

From: Appollonia Nix, 5020 Government Blvd, Mobile, Al 36693

RE: Debbie's Home Daycare

To Whom It May Concern:

On behalf of Debbie's Home Daycare, it is my pleasure to inform you that I have no concerns as it relates to the daycare being in the neighborhood. I have lived in the neighborhood for 5 years. There have been no concerns related to traffic in the community. Ms. Debbie is very nice and is willing to go above and beyond to protect her daycare and community. Expanding the daycare business will be a great opportunity for the community, I do not foresee any concerns. If any concerns were to arise, I have faith that as a community we can accommodate as needed, as we always do. I look forward to the beginning of the expansion of the daycare, as I hope for her to have open availability for me in the future.

Sincerely,

Appollonia Nix, 251-209-1651

To: Urban Development Department
Land Use Administration

To whom it may concern,

I have been living on Government Blvd for the entirety of Debbies daycare and haev yet to have an issue with her or the familes that attend there. Shes providing a vital service to the community that should be expanded everywhere to meet the demanding need. I highly encourage you to allow her to provide additional care.

Best regards,

Gus Emanuel

5024 Governent Blvd

Urban Development Department Land Use Administration Administration

To Whom it May Concern,

I hope you will consider allowing Debbie to expand her daycare services to the area. I believe that the shortage of childcare is quite alarming. It provides a great service to the community. I was not aware she was even running a daycare for quite some-time-to-explain-how great she runs it.

Traffic has never been an issue either. Thank you for your time.

Best regards,

Thi Lemy

. 5056 Government Blvd

From: Thuy Nguyen

To: Urban Development Dept Land Use Admin

Hello, I live at 5052 and was not even aware of her running a daycare. It doesn't affect the neighborhood at all. I would support her to have more kids. I couldn't see it being an issue. They have always seem like nice people. I know many people are having trouble finding care so this would help some out.

Thanks,

Thuy Nguyen

To: Urban Development Department
Land Use Administration Administration

Dear sir or madam,

I have been living at 5044 Government Blvd for a short time but in the time i have been here i have seen no issue with the daycare. I know there is a shortage on childcare in the area and think it would provide a great service to families in the area. Please consider allowing Debbie to expand her daycare for the community. Thank you for the consideration.

Best regards,

Dion Paige

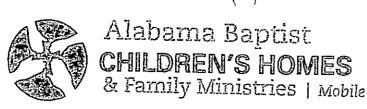
To: Urban Development Dept Land Use Admin

From: Amber Williamson

I have been Debbie's neighbor for the entirety of her daycare, and I have not had one complaint from them. She keeps her property looking very well kept. She has always been a great neighbor keeping everyone considered. I can see no reason she should not have more kids. She is a wonderful person, and our kids grew up together and they always loved playing at her house. Please consider letting her hold more kids to support the community. If you have any questions or concerns, please contact me at 251-610-5756. I gladly stand behind Debbie for any support she needs.

Sincerely,

Amber Williamson



protect o nurture o restore

April 22, 2022

To Whom it May Concern:

Alabama Baptist Children's Home recognizes a top need for our families is childcare. As of April 12th, only two daycares in all-Mobile-County-had-current-availability-for-children under age 2. Today, there would only be one more daycare added to that number that would have an immediate opening.

In our foster care ministry, majority of our parents work full time jobs. Therefore, daycare is necessary in them accepting a young child in foster care. If they cannot find availability, they have to say no to accepting the child. In our family care ministry, we serve single moms with short term housing and skills for independent living. Our moms cannot gain necessary employment without daycare spots and flexibility for their children.

I support a provider category change for Debbie's Home Daycare, so she can provide 5 more additional spots for child care. This not only will benefit the economy and general Mobile community, but could be an option for our ABCH families as well.

Jandey, LMSW

Sincerely,

Brooke Sanders, LMSW

Foster Care Social Worker

251-639-1022



To: Mobile Planning Commission

I recently received a job offer with the Mobile Chamber of Commerce so my husband and I are moving to Mobile from Indianapolis in the middle of May and have been searching for licensed quality childcare for our 8 month old son. He has been at an in-home daycare in Indianapolis since he was 10 weeks old and we strongly prefer to find another in-home daycare for him. We have called every in-home daycare in Mobile that we can find on the internet and all have told us that they do not have any open spots. We've also resorted to calling multiple traditional daycare centers out of desperation and they have all also told us that they do not have any available spots and have very long waiting lists. I was luckily given Debra's contact information after I called an EHS in-home daycare. If Debra is able to take on more children at her home, it will be a huge blessing for my family and will greatly benefit us. Because we cannot currently find any quality licensed childcare, my husband has to hold off on finding a job once we move to Mobile because he will have to watch our son until we are able to find someone with an available spot. We are hoping that Debra will be approved to watch more children by the beginning of June so that my husband can begin working as soon as possible.

Sincerely,

Jennifer Richburg (251) 327-0199

jennifer.h.richburg@outlook.com

Temit Ruhburg



a Child Care and Early g Education in Alabama



In Alabama, federal and state early learning opportunities serve more than 65,898 children and families, or 19% of children birth through age 5.2

High-quality early care and education (ECE) is proven to dramatically improve a child's opportunities for a better future while offering parents greater job stability and overall economic security.

The Economic Impact

Access to affordable, high-quality child care can increase parental labor force participation and family economic stability. However, widespread problems finding and paying for child care adversely affect both state and national economies. As a direct result of child care issues, the national economy loses \$122 billion annually in the form of lost earnings, productivity, and revenue.7 In Alabama: The estimated annual economic impact of the infant-toddler child care crisis: \$1.3B.5

Families Lack Access to High-Quality **ECE Options in Alabama**

The high cost and limited supply of quality ECE have created serious challenges for many families.

Unmet Need



353,923 Children Birth Through Age Five



25% of Children Birth Through Age Five Living in Poverty4



రో‰ of Children Birth Through Age Five With All Available Parents in the Workforces



19% of Children Birth Through Age Five Served By Federal- and State-Funded Early Learning Opportunities

Note: 1,2,6: These figures include beneficiaries of Head Start, Early Head Start, CCDF, MIECHV, state-funded Pre-K, and IDEA Parts B, Sec. 619 and C. in some cases, children and families are served by more than one program.

There are several early learning programs that provide working families with access to high-quality, affordable ECE opportunities, but currently the demand for care far outweighs the supply, and funding constraints leave many eligible children unserved. Each of these programs has its own eligibility requirements, purpose, and service delivery model. Together they form a mixed-delivery system that supports parental choice and aims to meet children's individual needs.

Child Care & Development Block Grant (CCDBG)

21.708

Children Birth Through Age Five Served®

18%

Eligible Children Birth Through Age Five Served¹⁰

Maternal, Infant, and Early Childhood Home Visiting (MIECHV)

1.851

Families Served¹⁵

State Burker & Die. 5

Learn more about MIECHV

in Alabama here.

Learn more about CCDBG in Alabama here.

arriv Acad Scort

1,600

Children Enrolled"

7%

Eligible Children Served12

Children Enrolled16

71.038

of three- and four-yearold children attend public ECE17

IDEA Part C

IDEA Part B, Sec. 619

3.992

Children Served¹⁸

Children Served¹⁹

Head Start

8,972 Children Enrolled¹³ 20%

Eligible Children Served14

Child and Devendent Cary Tax Credit (CDCTC)

Through the tax code, the CDCTC helps parents with the cost of work-related child care expenses.

Learn more about CDCTC here.

Early Care and Education (ECE) in Alabama Snapshot



Accessibility

Many families struggle to find the care they need.

- 60% of Alabama residents live in a "child care desert."20
- Hispanic/Latino families are disproportionately represented among those who live in a "child care desert."²¹
- 2% of children under age 3 receive early intervention services.²²



Affordability

The cost of ECE is too expensive for many families.

- The annual price of center-based infant care is \$7,800, and home-based infant care is \$7,280.²³
- Families receiving a CCDBG subsidy pay between \$144 and \$184 per month for one child in care.²⁴
- A two-parent household spends 8% of their income on child care, while HHS defines spending over 7% to be a burden.²⁵



FCE Workforce

Early childhood educators have some of the lowest paying jobs in the United States, earning poverty-level wages.²⁶

 \$22,770 child care worker annual salary (\$10.95 per hour).²⁷



Program Quality

Program quality varies substantially across and within states.

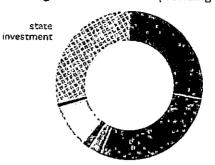
- Met 10/10 of NIEER's Quality Standards Benchmarks for state-funded pre-K programs. Only 5 states met all 10 benchmarks in 2022.²⁸
- * 35% of children received developmental screenings at 9, 18, and 30 months in the past year.26

For full sourcing information, visit here.

'CSCCE | "BUILD

Federal and State ECE Funding in Alabama

Federal funding is foundational to providing ECE.



\$156.8M • Head Start and Early Head Startag

\$159.1M © CCDBG and Mandatory Funds³¹

\$6.7M . MIECHVII

\$9.8M & IDEA Part Co

\$8.8M • IDEA Part B, Sec. 61934

\$55.4M # TANE Early Learning and Usts Espendit, res

\$4M • PDG B-535

TO DAY OF State-Parche 1 Colle

\$9.4M @ CCDBG State Watch's

\$1.2M • PDG B-5 State Match39

Alabama received an additional \$986M through COVID-19 relief. 40

Spotlight: ECE Successes in Alabama

COVID-19 Relief:

Throughout the pandemic, there was strong bipartisan support for federal relief funding to keep the child care sector afloat.

- As a result, 1,565 child care programs in Alabama received support, impacting up to 91,200 children.
- These funds also allowed states to demonstrate what
- would be possible when equipped with additional resources. Funds have been used to support and stabilize the workforce through quarterly bonus payments. As of July 2022, the Alabama Department of Human Resources increased quarterly payments to \$3,000 for full-time early childhood workers and \$1,500 for part-time employees. Employees could receive up to 8 bonus payments.*

Preschool Development Grant Birth Through Five (PDG 8-5):

PDG B-5 is a competitive federal grant designed to improve states' early childhood systems. In their 2023 planning grant application, among other uses, Alabama noted that they would use funding to:

- Improve coordination among existing programs, including by providing opportunities for joint professional learning for teachers across elementary schools, Head Start, state-funded pre-K, and child care.
- Maximize parent knowledge by supporting Talk With Me Baby/Read Right From the Start programs across settings, and providing free developmental screenings for children."

DEMOGRAPHICS.

2000 2021 2000 2021 Total County Population ... Diversity of Children 399.843 413,073 Number Percent Number Percent 121,942 30.50% 106,345 25.70% White 66,065 54.20% 51,441 48.40% 49,616 40.70% 43,668 41.10% African-American Number Percent Number Percent American Indian/ 942 0.80% 795 0.70% Under Age 5 29,334 24 10% 26,272 24.70% Alaskan Native Ages 5-9 26,475 Asian/Pacific Islander 2,278 31,175 25.60% 24.90% 1,893 1.60% 2.10% Ages 10-14 30,929 25,40% 27,466 25.80% More than One Race 1,548 1,30% 3,657 3,40% Ages 15-19 30,504 25.00% 26,132 24.60% Hispanic 1,700 1.40% 4,506 4.20%





Pre-K Children . ;

Number Number

5,835	5,380
5,802	5,170
	5,835 5,802

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Number

Rate

3,516

3.40%

Rate

Trend

11.90%

49

Rate

Trend

MOTE: The colored dells for "ALL OTHER" rep healthing of "BLACK AND ALL OTHER" for this	Indicator	YEAR	NÜMBER	RATE	WHI Number	Rate	BLA Number	Rate		illen	HISPAN Namber	Rate -	YEAR RANKING	RANKING	TRENDING YEAR	TRENDING
Infant Mortality Baid,	Base	2010	43	7,5	14	4.6	29	12.2	0	0	0	0		Maria Ma	Property of the Park of the Pa	le di periodi di lego de la mala il malo
(Detribute)	Gurrent	2020	43	8.1	19	7.5	24	10	٥	0	0	0	2018-2020	41	2010-2020	-
Pre Term Births to All Females	Base	2010	902	15.80%	408	13.50%	453	19.10%	23	16.20%	18	10.80%				
2 - 12 · 6	Current	2020	-830	15,70%	330	13.00%	452	18:80%	24	15.70%	24	11.60%				
Low-Weight Births, All Races	Buse	2010	693	12.20%	279	9,20%	393	16.60%	13	9.20%	8	4.80%				
	Current	2020	670	12.60%	242	9.60%	394	16.40%	19	12.40%	15	7.20%	2018-2020	49	2010-2020	-
Births to Teens Aged 15-17	Buse	2010	279	30.6	102	21.4	166	41.3	5	16.5	6	44.8				
(bet-10000)	Current	2020	106	13.1	30	7.1	68	20.6	0	0	8	29.5	2018-2020	47	2010-2020	I
Birtha to Femalca Aged 10-19	Base	2010	829	28,5	350	23.7	450	36.5	12	8.9	17	24.5				
(per-1,000)	Current	2020	372	14.4	118	9.2	228	21.7	7	4.5	19	19.2	2018-2020	31	2010-2020	1
Births to Unmarried Females	Base	2010	732	12.80%	269	8.90%	439	18,50%	10	7.00%	14	8.40%				
Aged 10-19 (per 1.000)	Corrent	2020	352	6.60%	102	4,00%	227	9,40%	7	4,60%	16	7.70%	2018-2020	31	2010-2020	1~
Females Receiving Adaquate/	Uaso	2010	4,224	74.20%	2,290	76.00%	1,727	73.00%	102	71,80%	105	62.90%				
Adequate Plus Prensial Care	Current	2020	3,848	73,90%	1,941	77.50%	1,674	71.40%	117	77.00%	116	56.90%	2018-2020	28	2010-2020	-
Mothers who Breastfed	Base											İ				
wartiers Airn presenten	Current	2020	3,768	71.10%	2,030	80.10%	1456	60.60%	121	79.10%	161	77.80%				
Mathera Who Smoked	Base															
Ducing Pregrancy	Current	2020	314	4.80%	201	6.10%			113	3,40%						
Dist-Related Deaths	Base	2010	1,500	362.9	972	398	510	357.3	14	85.8	4	39,9				
[pet 100,000)	Current	2020	1,799	435.9	1073	462	683	457.7	31	164.4	12	97	2020	35		
Children Without Health Insulance	201	16-2020	Adult Ojabi	tos: 2018	and a	Āduli O	pealth 50 la		Poo	Mental Heal	(lt Days; 2019		Ratio of Popula	llon to	* ;	Rate

36,40%

27

Number

Trend

latio of Population to dental Health Providers, 2021, hildren With Sorious Emploonal Payintance Receiving MH Services, 2021

936:1

Number

4,485

830

5.6

13

NOTE: The colored cells for "TWO OR MORE F"" represent the heading of "ALL OTHER" for this		YEAR	×NUMBER, _{~,}	RATE	POVERTY	ABOVE - POVERTY	WHITE	∌ BĽACK*	HISPÄNIC*	ASIAN!	AMERICAN INDIAN*	NATIVE HAWAIIAN*	TWO/MORE (RANKING YEAR	RANKING
Births to Females with Less Than 12 Years of Education	Base Current	2010 2020	1,329 725	23.30% 13.70%			19.40%	26.90% 13.90%	45,50% 44:70%			•	19.70% 7.80%	2020	34
Aged 0-3 Receiving Early Intervention Services	Base Current	2011 2021	578 57 0										An interior and an interior		
First Grade Retention	Base Current	2016-2017 2020-2021		0.30% 5.90%	8,40%	2.40%	4.80%	6.60%	4.70%	3.50%	4.70%	0.00%	7.80%	2020-2021	35 -
ACAP-Fourth Grade English Language Arts (ELA) -	Base Current	2021-2022		49.80%	38.50%	63,70%	63.60%	37.80%	42.90%	65.60%	49.00%	0.00%	58,90%	2021-2022	, 36
ACAP-Fourth Grade Math	Base -Current	2021-2022		27.70%	16.60%	41,40%	42.40%	14.10%	25.90%	60.40%	37,40%	0.00%	28.60%	2021-2022	36
ACAP-Eighth Grade English Language Arts (ELA)	Base - Current	2021-2022		49.00%	37.80%	61.00%	62.00%	36,20%	44.20%	77.10%	53.80%	42,90%	61.90%	2021-2022	37
-ACAP-Eighth Grade Math	Base Current	2021-2022		14.10%	7.20%	21,30%	22.40%	5.30%	10,00%	42,90%	13,50%	0.00%	25.20%	2021-2022	32
Ninth Grade Retention	Base	2016-2017 2020-2021		3,80% 21,10%	25.70%	14,80%	19.20%	22,90%	20.60%	25.90%	31,70%	25.00%	15,10%	2020-2021	61
Graduation Rate	Base	2019-2020 2020-2021		88% 88%	83% 85%	92% 91%	87% 88%	89% 86%	86% 87%	95% 94%	89%	67% 60%	93% 91%	2020-2021	55
High School Dropout Rate	Base Current	2016-2017 2020-2021		6.70% 4.90%	5.50%	3.70%	5.30%	4.50%	7,30%	1.90%	2.00%	20.00%	5.00%	2020-2021	38
Suspensions	Base Current	2020 - 2021 ⁻		5,30%		21, 0.0	4.50%	6.30%	3.40%	1,70%	6.90%	3.90%	4.80%	2020 2041	
Chronic Absenteelsm (10-17 Days)	Base Current	2020-2021		15.30%	17.90%	11.60%		0.00.2	3 ,,,,,,	.,, 3.4		,			$\overline{}$
Chronic Absentecism (18+ Days)	- Base Current	2020-2021		10.50%	14,20%	5.00%									'
English Language Learners	Base Current	2016-2017***		1,70%	1.20%	2.20%	0.40% 0.40%	0.30%	26.20% 41.50%	18,00% 30.40%	2.20% 1.80%	24.00% 26.10%	1.20% 1.00%		
Homeless Students	Base Current	2019-2020		6.70% 4.20%	12.20% 12.20%	0.60%	4.40% 3.00%	8.40% 5.20%	13.20%	3.30%	6.30% 3,60%	13,20% 8,70%	4.90% 4.40%		
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VOICES FOR ALABAMA'S CHILDREN I 2022 County Data Profiles

Column C	EDUCATION		VOICES FOR A	LABAMA'S CH	HILDREN I 20	022 County D	lata Profiles		JOIN US	! Visit our wel	bsite at www	w.alavoices.c	org and join	VOICES CAN!			Mobile
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Petsone LMng in Poverty Current 2016-2020 72,677 17.90% 27,906 11:80% 39,817 27,20% 4,954 20,60% 3,218 27,50% 2016-2020 37	Persona Living in Poverty													2016-2020	37		
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era and an interest	Current	2016-2020	34,793	35.90%									2020	42			
Employed Mothers with Young Children	Dase	2000	12,543	53.50%								:					
3	Current	2016-2020	11,663	61.20%									2016-2020	39			
Children Receiving Child Gare Subsidies (All Centers)	Gase																
	Current	Jun-22	7,682	\$3,615,744													
Unemployment Rate	Base	2010	19,298	10.40%								İ					
	Current	2021	9,039	4.70%									2021	54			
Median Household Income Adjusted for Infallal	Base	2010*	\$47,183														
A selange vot ultraffort	Current	2020	\$50,871														
Medicald Paid Births	Base	2010	3,469	61.20%	1,383	46.20%	1,876	79.30%	86	60.60%	124	75.20%					
- 0	Current	2020	2,991	56.40%	975	38.40%	1,809	75.20%	77	51.70%	130	62.80%	2020	34			
Food insecurity All Ages	Base	2010	78,200	19.10%													
	Current	2020	65,050	15.70%									2020	28		_	
Food Insecurity Children Under 18	Base	2010	24,670	24.10%								;				_	
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11,821		11,272		81,573		7	0,707		44,475		3	7,718		81,402		71,347	

The way we refer to population sub-groups throughout the 2022 County Data Profile is intentional in order to be as accurate as possible in representing the data given to us.

Visil us at www.alavoices.org/alabama_kids_count.
Permission to use and copy as long as VOICES for
Alabama's Children's 2022 Alabama Kids Count
County Data Profiles is noted.

We thank our sponsors for their support and acknowledge that the findings and conclusions presented in the Alabama Kids Count Data Book are those of the author(s) alone and do not necessarily reflect the opinions of these foundations, organizations or individuals.

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FOR ALABAMA'S CHILDREN

P.O. Box 4576 | Montgomery, AL 36103-4576 Phone: 334-213-2410 | Fax: 334-213-2413 vfac@alavoices.org

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TAYLOR DARRICK	BROWN KANDYSS & DARRIUS	CLAYBORN KATHY P
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EATON ROXANNE P 3709 HOLLY RIDGE CIR	·	
MOBILE AL 36693		



View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:

5032 Government Boulevard

Property Owner:

Deborah May

Current Zoning:

R-1, Single-Family Residential Suburban

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

 Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a home-based daycare for 10 children with four (4) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER	7	DATE _	February 22, 2024	
APPLICANT	D	eborah May	/	N
REQUEST	Conditi	onal Use Pe	rmit	\$
				L
				NTS

SITE HISTORY

The site is part of the 95-lot Lansdowne Subdivision, Unit One, which was approved by the Planning Commission in January 1972 and subsequently recorded in Mobile County Probate Court.

At its July 1998 meeting, the Board of Zoning Adjustment denied a variance request to allow a home-based day care for 12 children. The Board denied a similar request for a home-based day care for 10 children at its August 2022 meeting. Staff does not find evidence that the denials were appealed.

STAFF COMMENTS

Engineering Comments:

No comments.

Traffic Engineering Comments:

Driveway number, 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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for ten (10) children in an R-1, Single-Family Residential Suburban District. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant does not indicate how many employees not living at the location will be working at the daycare. Furthermore, the site plan submitted does not depict any compliant parking spaces or maneuvering area, and it is unclear what site improvements currently exist as there are no labels. Aerial photos indicate there may be enough space for at least three (3) parking spaces, but a minimum of four (4) spaces are required for a 10-child daycare. This amount does not include the two (2) off-street parking spaces required for the dwelling or any employees. It should be noted that the site plan also does not illustrate any handicap accessible parking, which may be required by the Building Code. As such, if approved, a revised site plan should be required to illustrate parking and maneuvering sufficient to comply with the standards of Article 3, Section 64-3-12.A.3. of the UDC.

The applicant states in their application that the hours of operation of the daycare will be from 7:00 a.m. until 5:00 p.m., but does note that they are licensed to care for up to two (2) children after-hours, if needed. The applicant should be aware that, if approved, any changes to the hours of operation of the daycare may require additional Conditional Use Permit approval by the Planning Commission and City Council.

Home daycares require an enclosed outdoor play area, but, as mentioned, the site plan submitted does not label any existing site improvements, and no new site improvements appear to be proposed. As such, if approved, the site plan should be revised to illustrate a compliant outdoor play hour enclosed with a fence or wall that is at least four (4) feet in height.

Finally, it should be noted that, if approved, the daycare will be required to comply with the standards of the Building, Plumbing, Electrical, and Mechanical Codes for commercial daycares, in addition to Fire and Health Department Requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

- ()
- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood;
- 3. Will not impede the orderly development and improvement of surrounding property; and
- 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
- 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
- 6. Is designed to minimize the impact on storm water facilities;
- 7. Will be adequately served by water and sanitary sewer services;
- 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
- 10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
- 11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

- (1) All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the ____parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- (2) The following minimum amount of off-street parking must be provided:
 - a. The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
 - b. One (1) space for reach employee who is not a full-time permanent resident of the home; plus
 - c. One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- (3) The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.

- (4) The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
- (5) The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
- (6) The home must be the primary residence of the operator of the daycare.

Considerations:

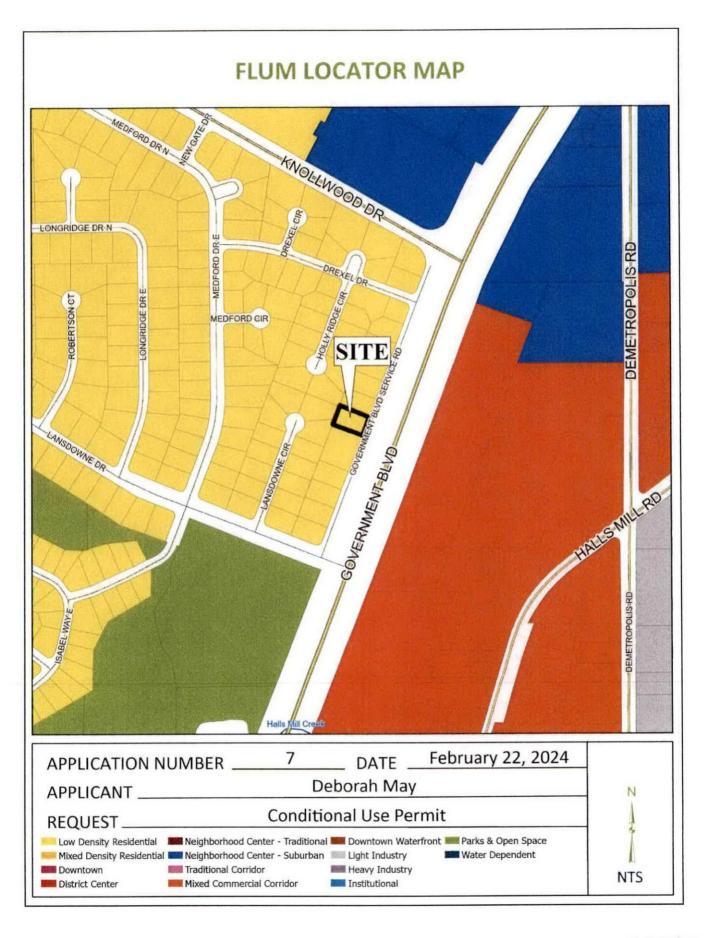
Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

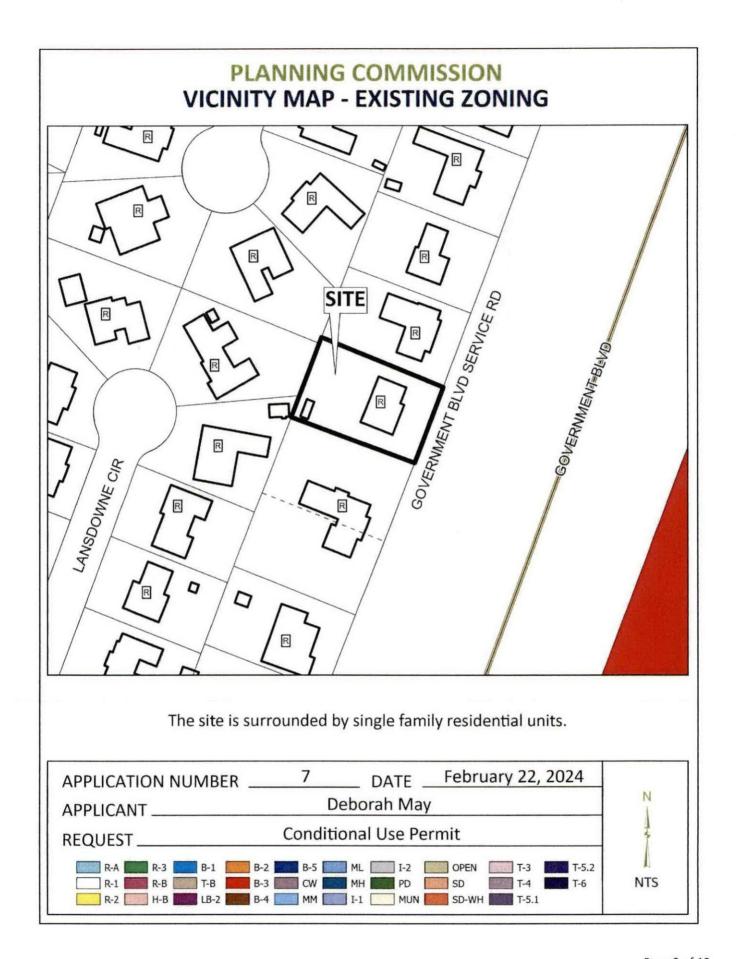
- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood;
- 3. Will not impede the orderly development and improvement of surrounding property; and
- 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
- 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
- 6. Is designed to minimize the impact on storm water facilities;
- 7. Will be adequately served by water and sanitary sewer services;
- 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
- 10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

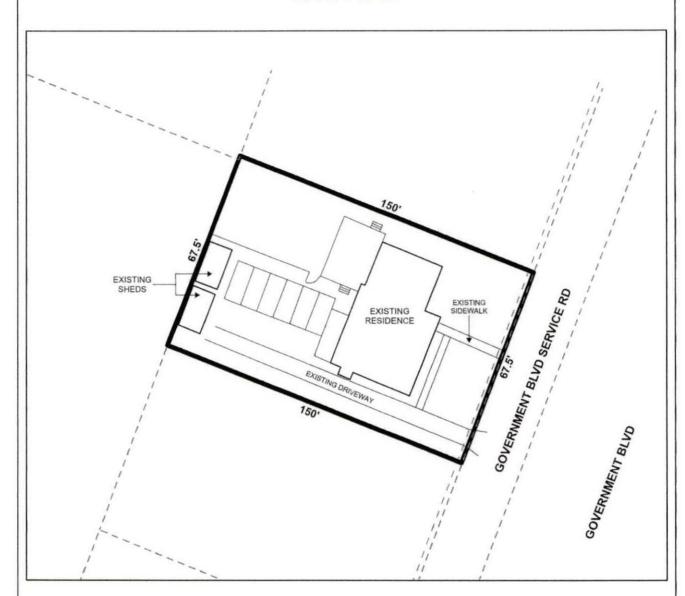
- 1) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.







SITE PLAN



The site plan illustrates an existing residence proposed to be used as a daycare facility.

APPLICATION NUMBER _	7	DATE _	February 22, 2024	N
APPLICANT	D	eborah May	/	4
REQUEST	Conditi	onal Use Pe	rmit	A
				NTS

ZONING DISTRICT CORRE	SPOND	ENC	MA	TRI	(V.						
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	FRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	NSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A	7	2			Z	Z		2	1	I				>
ONE-FAMILY RESIDENCE	R-1														
TWO-FAMILY RESIDENCE	R-2													0	
MULTIPLE-FAMILY	R-3	0	M			-	-							0	
RESIDENTIAL-BUSINESS	R-B		0			-						Aug.		0	
TRANSITIONAL-BUSINESS	T-B		0												
HISTORIC BUSINESS	H-B	10.4									7.				
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OFFICE-DISTRIBUTION	B-5														
LIGHT INDUSTRY	I-1			Miles						M					
HEAVY INDUSTRY	1-2										-				

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

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.

Notice of Public Hearing for a Conditional Use Permit for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **16**th day of **April**, **2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

- 1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) The applicable development standards; and
 - (b) The applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood; and
- 3. Will not impede the orderly development and improvement of surrounding property.

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

<u>Section One:</u> That the Conditional Use Permit is hereby approved with the following required conditions:

- 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
- 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
- 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
- 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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