RESOLUTION OF CITY OF SOUTHAVEN GOVERNING AUTHORITIES AUTHORIZING EXPENDITURES IN ACCORDANCE WITH MISSISSIPPI CODE SECTION 17-3-1 AND SENATE BILL 2924 LOCAL AND PRIVATE LEGISLATION OF 2013 AND CHAPTER 933 HOUSE BILL 1618 OF 1993

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") Board of Alderman has the authority to adopt any resolutions with respect to such municipal affairs, property and finances; and

WHEREAS, pursuant to Mississippi Code 17-1-3, the City Governing Authorities may create public parks, including an Amphitheater; and

WHEREAS, the City Governing Authorities, pursuant to the Senate Bill 2924, Local and Private Legislation of 2013, is authorized to sell the naming rights to the City's Park buildings and structures and to enter in contracts for the use of a commercial, corporate, business or private enterprise name on the building, literature, letterhead or other item, as contracted; and

WHEREAS, the City Governing Authorities, pursuant to Mississippi Code 17-3-1, may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the City; and

WHEREAS, the City Governing Authorities, pursuant to Mississippi Code Section 17-3-3, shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the City; and

WHEREAS, the City of Southaven Board of Alderman desires to exercise its broad discretion to control the rates of the facilities, access to and use of its facilities, which are deemed not to be traditional public forums; and

WHEREAS, the City, pursuant to Chapter 933 House Bill 1618 of 1993, is authorized to use funds for the promotion of tourism in the City; and

NOW THEREFORE, be it resolved as follows:

- 1. The City Governing Authorities find that concert and show performances, along with related activity at the BankPlus Amphitheater will bring favorable notice and advance the financial and other interest of the City.
- 2. The City Governing Authorities find that concert and show performances, along with related activity at the BankPlus Amphitheater will promote tourism in the City; and
- 3. The City Board of Alderman authorize the Mayor to allocate and spend funds not to exceed one (1) mill of the City's valuation in accordance with Mississippi Code Sections 17-3-1 and 17-3-3 and funds derived from the tax authorized by Chapter 933 House Bill

- 1618 of 1993 for the payments and expenses associated and required for concerts and/or shows at the BankPlus Amphitheater.
- 4. The Mayor or his designee is authorized to sign contracts required for the concerts and/or shows at the BankPlus Amphitheater and take all actions to effectuate the intent of this Resolution.
- 5. Upon execution of the contract and as publicly announced, those contracts executed by the Mayor for the concerts and/or shows at the BankPlus Amphitheater shall be entered into the City Minutes.

Following the reading of the foregoing Resolution, Alderman Payne made the motion and Alderman Jerome seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Alderman William Jerome	voted:	YES
Alderman Judy Jenkins-Lewis	voted:	YES
Alderman Charlie Hoots	voted:	YES
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES

RESOLVED AND DONE, this 15th day of July, 2025.

Darren Musselwhite, MAYOR

ATTEST:

Andrea Mullen, CITY CLERK





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Program Welcome Letter

Date: _____

Dear Code B.L.U.E. Participant and Family,
Congratulations! On behalf of the Southaven Police Department, we are excited to welcome you to the Southaven Code B.L.U.E. Youth Leadership Initiative. This program was created to help young leaders like you grow in character, confidence, and civic responsibility while gaining valuable insight into law enforcement and public service.
As a participant, you will engage in hands-on activities, leadership workshops, teambuilding challenges, and mentorship opportunities with officers and community leaders. You'll also have the chance to develop critical life skills such as communication, decision-making, discipline, and accountability.
We are proud to invest in the next generation of leaders and we believe your involvement will positively impact not only your personal growth but also the community we serve together. You were selected because of your potential and we're confident you will represent your family, school, and city with pride.
Included with this letter, you'll find details about the program schedule, dress expectations and contact information for the program coordinators. Please review the materials thoroughly and bring any required forms to the orientation session.
If you have any questions prior to the start of the program, please don't hesitate to reach out. We are looking forward to an outstanding and inspiring experience together!
Sincerely,
Chief Of Police
Southaven Police Department
Phone: Email:

Letter of Recommendation Template

This letter should be completed by a teacher, coach, school administrator, mentor, clergy member, or other non-family adult who knows the applicant well. Please speak to the applicant's character, leadership potential, and ability to participate in a structured youth leadership program facilitated by the Southaven Police Department.

Begin Letter	
To Whom It May Concern,	
I am writing to recommend (applicant's participation in the Southaven Code B.L.U.E. Youth Leadership Initiative	-
I have known (applicant's name) for capacity as a (teacher, coach, etc.) at (school/organization).	years in my
During this time, I have found them to be (describe positive qualities: remotivated, respectful, etc.). They have demonstrated (examples of leade community involvement, or other relevant traits).	-
I believe that this program will benefit the applicant by (describe what feels the student will gain). Likewise, I believe the applicant will be an a B.L.U.E. program because (reasons they are a good fit).	
If you have any questions, please feel free to contact me at(phone/email).	
Sincerely,	
Name:	
Title/Occupation:	
Organization:	
Phone/Email:	
Date:	

Application Process

Eligibility Requirements

Applicants must:

- Be between ages 14–18
- Be enrolled in school (public, private, or homeschool)
- Maintain a 2.5 GPA or higher
- Have no serious criminal record
- Obtain parent/guardian consent
- Be a resident of Southaven or the surrounding area

Step 1: Application Packet

Applicants must complete and submit a Code B.L.U.E. Application Packet which includes:

- Completed Application Form (online or printed)
- Essay (250–500 words): "Why I Want to Be a Leader in My Community and What I Hope to Learn from Code B.L.U.E."
- • Signed Code of Conduct Agreement
- School Transcript or Report Card
- One Letter of Recommendation from a teacher, coach, school administrator, mentor, or clergy
- Parent/Guardian Permission Form

Step 2: Background Screening

All applicants are subject to a basic juvenile records check and school discipline review for safety and suitability.

Parental approval is required to conduct this check.

Step 3: Interview Process

Selected applicants will be invited for an in-person interview with program coordinators and officers.

The interview will assess:

- Communication skills
- • Teamwork mindset

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- Interest in law enforcement, leadership, or community service
- Commitment to completing the full program

Step 4: Final Selection

A selection panel will review all completed applications and interview notes. Up to 25 students per cycle will be accepted, based on merit and fit.

Step 5: Orientation

Accepted applicants and their guardians will attend a mandatory orientation, which will cover:

- Program expectations
- Schedule and curriculum overview
- Dress code and conduct policies
- Meet & greet with mentors and officers

Application Timeline (Sample)

- Applications Open: August 1st
- Λpplications Due: September 1st
- Interviews Conducted: September 10-15
- Final Selection Notification: September 20th
- Orientation: September 30th
- Program Start: October 5th

Youth Leadership Program Application Form

Section 1: Applicant Information Full Name:
Date of Birth (MM/DD/YYYY):
Age:
Home Address:
City: State: Zip:
Phone Number:
Email Address:
School Name:
Current Grade Level:
GPA (Minimum 2.5):
Section 2: Parent/Guardian Information Parent/Guardian Name:
Relationship to Applicant:
Phone Number:
Email Address:
Emergency Contact (if different):
Section 3: Essay On a separate sheet of paper or typed document, please include a 250–500 word essay on the following topic:
"Why I Want to Be a Leader in My Community and What I Hope to Learn from Code B.L.U.E."
Section 4: Required Attachments Checklist [] Signed Code of Conduct Agreement
[] School Transcript or Report Card

Code of Conduct Agreement

As a participant in the Southaven Code B.L.U.E. Youth Leadership Initiative, I understand that I am representing myself, my family, my school, and the Southaven Police Department. I agree to uphold the following standards of conduct during all program activities and interactions.

Participant Expectations

- I will treat all participants, mentors, officers, and guests with respect and courtesy.
- I will arrive on time and be prepared for all scheduled sessions and events.
- I will maintain a positive attitude and actively participate in all activities.
- I will not use inappropriate language, gestures, or behavior.
- I will not engage in bullying, harassment, or any form of discrimination.
- I will dress appropriately, following any dress code guidelines provided by the program.
- I will not possess or use drugs, alcohol, or tobacco products at any time.
- I will comply with all local, state, and federal laws and the policies of the Southaven Police Department.
- I will report any unsafe, unethical, or inappropriate conduct to a program leader or
- I understand that failure to adhere to this Code of Conduct may result in dismissal from the program.

I have read and understand the Southaven Code B.L.U.E. Youth Leadership Initiative Code of Conduct. By signing below, I agree to follow the expectations outlined above.

Participant Name (Print):	
Participant Signature:	Date:
Parent/Guardian Name (Print):	
Parent/Guardian Signature	Date

[] Letter of Recommendation	
[] Parent/Guardian Permission Fo	orm
[] Completed Essay	
Section 5: Signatures	
Applicant Signature:	Date:
Parent/Guardian Signature	llate.

Participant Orientation Packet

Welcome

Welcome to the Southaven Code B.L.U.E. Youth Leadership Initiative! This packet contains all the essential information you and your family need to prepare for a successful experience in the program. We're excited to have you on board and look forward to a meaningful, challenging, and rewarding journey together.

Program Overview

The Southaven Code B.L.U.E. (Building Leaders for Unity & Excellence) program is designed to introduce youth to principles of leadership, responsibility, teamwork, and public service through the lens of law enforcement.

Participants will take part in:

- · Leadership workshops
- Team-building exercises
- Physical fitness challenges
- Law enforcement simulations
- Mentorship sessions with officers and community leaders

Program Schedule Overview

(Sample Dates - Update Accordingly)

- Orientation: October 5th
- Weekly Sessions: Every Thursday, 4:30 PM 6:30 PM
- Location: Southaven Police Department Community Training Room
- Graduation Ceremony: December 12th

Dress Code

Participants are expected to wear:

- The Code B.L.U.E. t-shirt (provided at orientation)
- Jeans or khakis (no rips or sagging)
- Closed-toe shoes

Prohibited attire:

- · Shorts, flip-flops, slides
- · Sleeveless shirts or crop tops
- · Any clothing with inappropriate logos, graphics, or language

Maintain a clean and professional appearance at all times.

Participant Expectations

All participants are expected to:

- Arrive on time and prepared for each session
- · Be respectful to instructors, officers, and peers
- Follow the program's Code of Conduct
- · Participate fully and ask questions when unsure
- Report any unsafe or inappropriate behavior to staff

What to Bring

- Notebook and pen
- Water bottle
- Positive attitude and willingness to learn
- Any incomplete forms or paperwork (if not already submitted)

Program Contacts

If you have any questions or concerns, please contact:

Program Coordinator: Captain Clint Horton
Phone:
Email: Chorton@southaven.org

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Participant Information	
Full Name:	
Date of Birth:	
Date of Birth: Medical Conditions/Allergies:	
Medications:	
Medications: Blood Type (if known):	
Emergency Contact #1	
Name:	
Relationship:	
Phone Number:	 -
Alternate Phone:	
Emergency Contact #2 (Optional)	
Name:	
Relationship:	<u></u>
Phone Number:	
Alternate Phone:	
Physician Information (Optional)	
Doctor's Name:	
Phone Number:	
Preferred Hospital:	

Southaven Code B.L.U.E. Youth Leadership Initiative Parent/Guardian Permission Form

Program Overview
Your child has applied to participate in the Southaven Code B.L.U.E. (Building Leaders for Unity & Excellence) Youth Leadership Initiative. This program is operated by the Southaven Police Department and is designed to promote leadership, discipline, and community engagement in youth interested in law enforcement or civic service.
Consent and Acknowledgement
I, am the parent/legal guardian of:
Child's Name: Date of Birth:
I hereby give permission for my child to participate in the Southaven Code B.L.U.E. Youth Leadership Initiative. I understand that:
 The program includes supervised activities such as classroom training, physical training, role- playing scenarios, and field trips.
My child must adhere to the program's Code of Conduct at all times.
 Participation in all scheduled events and training is required unless otherwise excused.
 The Southaven Police Department may conduct a basic background review of school disciplinary records and juvenile history for eligibility purposes.
I will be notified immediately in the event of any injury, illness, or behavioral concerns.
Medical and Emergency Contact Information
List any medical conditions, allergies, or medications:
Emergency Contact Name:
Relationship to Child: Phone Number:
Media Release (Optional)

I give permission for my child's name, photograph, and/or likeness to be used in news articles, promotional materials, and official Southaven Police Department social media content related to the Code B.L.U.E. program.			
Initial One:			
[] Yes [] No			
Signature and Date			
By signing below, I affirm that I have read and understood the program expectations and give permission for my child to participate.			
Parent/Guardian Name (Print):			
Signature:			
Date:			
Child's Name (Print):			

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Background Check Authorization and Consent Form
Purpose of Background Check
To ensure the safety, integrity, and security of all participants in the Southaven Code B.L.U.E. Youth Leadership Initiative, the Southaven Police Department requires consent to perform a limited background screening on all youth applicants. This screening may include a review of school disciplinary records and, if applicable, juvenile justice history.
Authorization
I, (parent/guardian name), hereby give permission to the Southaven Police Department to conduct a hackground screening on my child:
Applicant's Full Name:
Date of Birth: School Currently Attending:
School Currently Attending:
This background check may include:
 Verification of school attendance and conduct Inquiry into disciplinary actions Review of any publicly available or legally accessible juvenile justice information
I understand that the results of this screening will be used solely to determine eligibility for participation in the Southaven Code B.L.U.E. Youth Leadership Initiative and will be kept confidential to the extent permitted by law.

Consent and Signature

By signing below, I affirm that I understand and consent to the background check process as described above.

Parent/Guardian Name (P	'rint):		
Signature:			
Date:			
Phone Number:			
Email Address:			

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Media Release Policy and Consent Form

Purpose

As part of the Southaven Code B.L.U.E. Youth Leadership Initiative, photographs, videos, and audio recordings may be taken of participants during program activities. These may be used by the Southaven Police Department for educational, promotional, and public relations purposes.

These materials may appear in:

- Printed materials (brochures, newsletters)
- · Local newspaper articles or news segments
- Department websites or official social media platforms
- · Community presentations or reports

Policy

The Southaven Police Department respects the privacy of all participants and will only use media content in a respectful and appropriate manner. Participation in media coverage is **voluntary** and will not affect eligibility or standing within the program.

No compensation will be provided for the use of images or recordings.

Consent Section

Please check one:

[] YES, I grant permission for my child's name, image, and/or voice to be used in photos,
videos, and promotional materials related to the Southaven Code B.L.U.E. program.

[] NO, I do not grant permission for my child's name, image, or voice to be used in any media or promotional materials.

City of Southaven - Liability Waiver and Hold Harmless Agreement

Introduction

This Liability Waiver and Hold Harmless Agreement is entered into by the undersigned parent or legal guardian of a minor child applying for participation in the Southaven Code B.L.U.E. Youth Leadership Initiative, a voluntary program coordinated by the Southaven Police Department and the City of Southaven, Mississippi.

Submission of an application does not guarantee acceptance into the program. Participation is contingent upon selection and approval by the Southaven Police Department.

Assumption of Risk

I understand and acknowledge that participation in the Code B.L.U.E. program involves physical activity, public engagement, and interactions with law enforcement and community members. I acknowledge and accept any risks associated with the program, including but not limited to injury, illness, or property damage.

Waiver and Release

In consideration for allowing my child to participate, I hereby release, waive, and discharge the City of Southaven, the Southaven Police Department, its officers, employees, agents, and volunteers from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, or injury that may be sustained by my child during participation in this program.

Medical Treatment Consent

In the event of a medical emergency, I authorize program staff or emergency responders to secure treatment for my child, including transportation to a medical facility. I understand that I am responsible for all medical expenses incurred on behalf of my child.

Program Conduct and Attendance Policy

I understand and agree that the Southaven Police Department retains the right to dismiss any participant at any time for behavior or conduct deemed detrimental to the program, its mission, other participants, or the reputation of the Southaven Police Department.

Additionally, I acknowledge that participants are allowed only one (1) excused absence during the course of the program. More than one absence, or any unexcused absence, may result in immediate dismissal from the program.

Acknowledgment and Signature

I certify that I have read this document and fully understand its contents. I am voluntarily signing this waiver and release of liability. This document shall remain in effect for the duration of my child's application to and/or participation in the Code B.L.U.E. Youth Leadership Initiative.

Participant Name:
Date of Birth:
Parent/Guardian Name (Print):
Parent/Guardian Signature:
Date:
Phone Number:
Emergency Contact Name & Number:

Southaven B.L.U.E. – Code Blue Youth Leadership Initiative

(Building Leaders for Unity & Excellence)

Course Outline (12-Week Program)

This 12-week leadership initiative focuses on developing character, leadership skills, and a foundational understanding of law enforcement, civic responsibility, and teamwork. The program combines classroom instruction, guest speakers, practical scenarios, physical training, and community engagement.

Weekly Modules

Week 1: Orientation & Introduction to Leadership

- Welcome and Program Overview
- Icebreakers & Team Building
- What is Leadership?
- Overview of Law Enforcement Careers
- Guest Speaker: Police Chief or City Leader

Week 2: Personal Responsibility & Discipline

- · Core Values: Honor, Integrity, Respect
- Time Management & Accountability
- Dress, Conduct, and Bearing
- Physical Training Introduction

Week 3: Communication Skills

- Verbal & Non-Verbal Communication
- Public Speaking Workshop
- Conflict Resolution
- Role-Playing: De-escalation Tactics

Week 4: Law Enforcement Basics

- History & Structure of Law Enforcement
- Local Government & Police Department Overview
- Introduction to Criminal Law
- · Tour of Police Department

Week 5: Ethics & Decision Making

• Ethics in Law Enforcement

- The Importance of Integrity
- · Scenario-Based Decision-Making
- Guest Speaker: Internal Affairs or Ethics Officer

Week 6: Servant Leadership & Community Engagement

- · What is Servant Leadership?
- Community Policing Explained
- Volunteer Project Kickoff
- · Workshop: How to Lead by Serving Others

Week 7: Teamwork & Problem Solving

- Trust & Team-Building Activities
- Group Challenges & Tactical Decision Exercises
- Critical Thinking Drills
- Physical Training Challenge

Week 8: Law Enforcement Tactics & Safety

- Patrol Procedures
- Officer Safety & Situational Awareness
- Hands-On Activity: Room Clearing, Traffic Stops
- K9 Unit or SWAT Demonstration

Week 9: Career Development & Pathways

- Law Enforcement Career Tracks
- Resume and Interview Skills
- Police Academy Requirements
- Guest Panel: Officers, Detectives, Dispatch, etc.

Week 10: Physical & Mental Wellness

- Physical Fitness in Law Enforcement
- Mental Resilience and Stress Management
- CPR/First Aid Overview
- Nutrition & Health Habits

Week 11: Scenario-Based Training

- Mock Crime Scene or Investigation
- Leadership Role Assignments
- Team-Based Scenario Exercises
- After Action Review (AAR)

Week 12: Graduation & Presentation

- Final Reflection Presentations
- Community Volunteer Project Report
- · Graduation Ceremony & Awards

• Family & Community Recognition Event

Additional Components

- Weekly Journals: Personal growth and leadership reflections
- Mentorship: Pairing with current officers or city leaders
- Service Project: A group-led initiative for community improvement

Southaven B.L.U.E. – Code Blue Youth Leadership Initiative

(Building Leaders for Unity & Excellence)

Detailed Curriculum Guide

Week 1: Orientation & Introduction to Leadership

Learning Objectives

- Understand the goals of the program
- Define leadership and its importance
- · Begin team bonding

Key Activities

- 1. Welcome speech and program overview
- 2. Icebreaker activities
- 3. Discussion: What makes a great leader?
- 4. Introduction to public service careers

Materials Needed

- Printed schedules
- Name tags
- Icebreaker materials
- Projector or whiteboard

Assessment Methods

- Participation in discussions
- · Completion of icebreaker
- Short reflection worksheet

Week 2: Personal Responsibility & Discipline

Learning Objectives

- · Identify key character traits of leaders
- Understand the importance of accountability
- Recognize good time management habits

Key Activities

- 5. Presentation on core values
- 6. Time management exercise

7. Conduct & dress standards review

Materials Needed

- Code of conduct handout
- Time tracker sheets
- Sample uniforms or images

Assessment Methods

- Reflection journal entry
- Participation in discussion
- Time management quiz

Week 3: Communication Skills

Learning Objectives

- · Identify effective communication techniques
- · Practice public speaking
- · Understand conflict resolution basics

Key Activities

- 8. Communication styles workshop
- 9. Public speaking exercise
- 10. Conflict resolution roleplay

Materials Needed

- Notebooks
- Sample scripts
- Scenario cards

Assessment Methods

- · Performance in roleplays
- Self-assessment worksheet

Week 4: Law Enforcement Basics

Learning Objectives

- Understand the structure of local law enforcement
- · Identify various police roles
- Understand basics of criminal law

Key Activities

- 11. Guest speaker presentation
- 12. Department tour
- 13. Group discussion

Materials Needed

- Criminal law overview handout
- Guest speaker materials

Assessment Methods

- Group quiz
- Q&A engagement
- Reflection essay

Week 5: Ethics & Decision Making

Learning Objectives

- Recognize ethical dilemmas
- · Learn steps for ethical decision-making
- Discuss integrity in service roles

Key Activities

- 14. Case study review
- 15. Scenario roleplay
- 16: Guest speaker on integrity

Materials Needed

- Case study handouts
- Scenario cards
- Ethics worksheet

Assessment Methods

- Group analysis report
- · Ethical decision-making checklist

Week 6: Servant Leadership & Community Engagement

Learning Objectives

- Define servant leadership
- · Identify community service opportunities
- Plan a volunteer project

Key Activities

- 17. Servant leadership presentation
- 18. Group brainstorm session
- 19. Volunteer planning kickoff

Materials Needed

- Worksheets
- Community project forms

Assessment Methods

- · Project proposal
- Participation in planning

Week 7: Teamwork & Problem Solving

Learning Objectives

- Understand the importance of teamwork
- · Practice group decision-making
- Apply problem-solving strategies

Key Activities

- 20. Team-building activities
- 21. Problem-solving challenge
- 22. Group discussion on leadership under stress

Materials Needed

- Team-building props
- Scenario worksheets
- Timer or stopwatch

Assessment Methods

- Team performance evaluation
- Group feedback session

Week 8: Law Enforcement Tactics & Safety

Learning Objectives

- · Learn basic patrol procedures
- Understand officer safety protocols
- Experience tactical simulations

Key Activities

- 23. Demonstration of traffic stops
- 24. Room clearing simulation
- 25. Q&A with SWAT/K9 unit

Materials Needed

- Safety gear
- Simulation materials
- Guest demonstration setup

Assessment Methods

- · Observation checklist
- Debrief reflections

Week 9: Career Development & Pathways

Learning Objectives

- Explore law enforcement career options
- Learn resume/interview basics
- Understand requirements for police academy

Key Activities

- 26. Resume writing workshop
- 27. Mock interviews
- 28. Career panel Q&A

Materials Needed

- Sample resumes
- Interview rubric
- Guest speaker bios

Assessment Methods

- Resume submission
- Mock interview evaluation

Week 10: Physical & Mental Wellness

Learning Objectives

- Recognize physical fitness needs in law enforcement
- Understand mental health importance
- Learn basic first aid

Key Activities

- 29. Fitness circuit
- 30. Stress management workshop
- 31. CPR/First Aid overview

Materials Needed

- Workout mats
- First aid kits
- Wellness handouts

Assessment Methods

- Participation in fitness
- · Completion of wellness plan
- First aid knowledge check

Week 11: Scenario-Based Training

Learning Objectives

- Apply leadership skills in real-world scenarios
- · Work collaboratively in teams
- Analyze decisions and outcomes

Key Activities

- 32. Mock crime scene
- 33. Tactical role assignment
- 34. After Action Review (AAR)

Materials Needed

- · Scenario props
- Leadership badges
- AAR forms

Assessment Methods

- Team scenario execution
- AAR participation

Week 12: Graduation & Presentation

Learning Objectives

- Reflect on personal growth
- Present team project
- Celebrate program completion

Key Activities

- 35. Final project presentations
- 36. Award ceremony
- 37. Community showcase

Materials Needed

- Certificates
- Presentation materials
- Decorations

Assessment Methods

- Presentation evaluation
- Attendance and participation record

CONTRACT CHANGE ORDER

DATE:	5/23/2025				ORDER NO.	1-FINAL	
CONTRACT FOR:	SNOWDEN GRO	SNOWDEN GROVE ELECTRONIC MESSAGE SIGN ; 110921-655					
OWNER:	CITY OF SOUTHAVEN						
CONTRACTOR:	GRINDER, TABER, GRINDER, INC.						
You are hereby reques	ted to comply with the	following changes from the co	ontract plans and specifications:	_		·	
Description of Changes (Supplemental Plans and Specifications Attached)					DECREASE	INCREASE	
ine Item 8 - Electrical			actico)		in Contract Price	in Contract Price	
Line Item 8 - Electrical Service And Adjustment Allowance Line Item 10 - Contingency Allowance					\$ 10,313.54 \$ 15,980.00		
			TO NET CHANGE IN CONTRACT I	OTALS PRICE	\$ 26,293.54	\$ - \$ (26,293.54)	
	The new final contra	idjust original plan quantitie ct amount is \$3,181.51 mor n the project account.	s to final measured quantities. e than the work completed by	This is a	Final Deductive	e Change Order. irect payment	
he amount of the Contra		Decreased) (Increased)	By The Sum Of:	-	\$	26,293.54	
wenty Six Thousand T he Contract Total Includ	ing this and previous C	hange Orders Will Re-			Dollars	·	
hree Hundred Ninety F	ive Thousand Six H	undred Twenty Four and 46	/100	_	Dollars	\$ 395,624.46	
he Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged):					Days.		
his document will become	ne a supplement to the d	popliacy and all provisions with		hwner)	7-	-17-2	
ecommended	2/2	Cipiei.		,	5/25	/25	
		0/	(Owner's Architect/Eng	incer)	7 (D/a	ite)	

Accepted

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A PENALTY AND IMPOSING LIEN OF THE SAME AGAINST PROPERTY

WHEREAS, the City of Southaven ("City") has the authority, pursuant to Section 21-19-11 of the Mississippi Code (1972) to clean up property within the City, under circumstances which create a menace to the public health and safety of the community, and

WHEREAS, the Mayor and Board of Aldermen conducted hearings regarding various properties, as set forth in Exhibit A, and determined that the conditions and circumstances of such properties created a menace to the public health and safety of the community, and ordered the clean-up of the properties, and

WHEREAS, pursuant to the authority granted to the City, the Mayor and Board of Aldermen, the City used City personnel for the clean-up of the properties; and

WHEREAS, the Mayor and Board of Aldermen have heard proof and find as a fact that the actual cost of the clean-up is as attached hereto as Exhibit A, and

WHEREAS, the Mayor and Board of Aldermen deem and resolve that the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against each property, to be collected by the Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means; and

WHEREAS, the City Governing Authorities previously adopted, via resolution, the cost and penalties charged by the City for the clean-up of properties; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The fees, costs, and penalties listed in Exhibit A be assessed to the property.
- 2. The total amount, as set forth above, be, and the same is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.
- 3. The City Planner and/or her designee is authorized to take any and all action to effectuate the intent of this Resolution.

Following the reading of this Resolution, it was introduced by Alderman Hoots and seconded by Alderman Payne. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	voted:	YES
Alderman Judy Jenkins-Lewis	voted:	YES
Alderman Charlie Hoots	voted:	YES
Alderman George Payne	voted:	YES
Alderman Joel Gallagher	voted:	YES
Alderman John Wheeler	voted:	YES
Alderman Raymond Flores	voted:	YES

RESOLVED AND DONE this 15th day of July, 2025.

DARREN MUSSELWHITE, MAYOR

ATTEST:

Indree Mullen
CITY CLERK

Address	Street Name	Parcel #	Cuttings	Penalty	Enrollment & Release	Assessment Total
1398	Bennington Dr	1083623090 0043000	1	\$250.00	\$8.00	\$258.00
7602	Davis Parkway	108726140 0007000	1	\$250.00	\$8.00	\$258.00
1153	Claiborne Dr.	108623080 0044000	1	\$250.00	\$8.00	\$258.00
8241	Oakbrook Dr.	108624090 0004500	1	\$250.00	\$8.00	\$258.00
7649	Overlook Dr.	107930050 0002900	1	\$250.00	\$8.00	\$258.00
680	Thornwood Dr.	107419040 0059900	1	\$250.00	\$8.00	\$258.00
5086	Elmore Rd.	207306000 0000908	1	\$250.00	\$8.00	\$258.00
1122	Warwick Place	107932100 0007500	2	\$500.00	\$16.00	\$516.00
2211	Cedarwood Cove	108522070 0175200	1	\$250.00	\$8.00	\$258.00
8923	Mary Frances Dr.	108521190 0019900	1	\$250.00	\$8.00	\$258.00
8903	Mary Frances Dr.	108521190 0020200	1	\$250.00	\$8.00	\$258.00
8911	Mary Frances Dr.	108521190 0020100	1	\$250.00	\$8.00	\$258.00
893	Charter Oak Dr.	107419030 0023400	1	\$250.00	\$8.00	\$258.00
		108521200 0028900	1	\$250.00	\$8.00	\$258.00
1395	Main St.	108623090 0030600	1	\$250.00	\$8.00	\$258.00
		108624000 0000500	1	\$550.00	\$8.00	\$558.00
6572	Airways Blvd.	107931080 0000711	1	\$500.00	\$8.00	\$508.00
8919	Kathryn Grace	108521130 0018000	1	\$250.00	\$8.00	\$258.00
		108521000 0000400	1	\$250.00	\$8.00	\$258.00
6752	Elmore Rd.	107931000 0000800	1	\$800.00	\$8.00	\$808.00
3761	Rasco Hills Dr.	108521160 0018600	1	\$250.00	\$8.00	\$258.00
558	Tuscany Way	208101030 0028900	1	\$250.00	\$8.00	\$258.00
7937	Hwy 51 N	108726000 000900	1	\$500.00	\$8.00	\$508.00

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI DECLARING SURPLUS PROPERTY

WHEREAS, the City of Southaven ("City") IT Department is presently in possession of a 2003 Jeep Liberty, VIN# 1J4GK48K83W575187, Asset Number 735 and assets set forth in Exhibit A, and

WHEREAS, pursuant to Mississippi Code 17-25-25, it has been recommended to the Mayor and Board of Aldermen that the Vehicle and assets in Exhibit A be declared as surplus and sold and/or disposed of as appropriate and in accordance with Mississippi Code 17-25-25, and removed from the fixed assets inventory; and

WHEREAS, the Vehicle and Exhibit A assets shall be surplused pursuant to Mississippi Code 17-25-25; and

WHEREAS, the Mayor and Board of Aldermen are desirous of disposing of the Vehicle and amending, its fixed assets inventory pursuant to State guidelines; and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. The Vehicle and assets in Exhibit a be hereby declared as surplus property pursuant to Mississippi Code 17-25-25.
- 2. The City IT Director, or his designee, is hereby authorized and directed to any and all actions to effectuate the intent of this Resolution.

Motion was made by Alderman Flores and seconded by Alderman Gallagher, for the adoption of the above and foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

REMAINDER OF PAGE LEFT BLANK

Alderman William Jerome	voted: YES
Alderman Judy Jenkins-Lewis	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 15th day of July, 2025.

Darren Musselwhite, MAYOR

Indua Mullen

ATTEST:

CITY CLERK



EXHIBIT A



CITY OF SOUTHAVEN

Information Technology Department

8691 Northwest Drive . Southaven, MS38671 . Office (662) 280-6557 . FAX (662) 280-6559

To:

Mayor Musselwhite/Board of Aldermen

From:

Michael Norris

Date:

07/10/25

RE:

Surplus Property

Mayor and Board,

Attached is a list of items that have reached end of life and are no longer of use.

I respectfully request permission to dispose of them as appropriate and in accordance with state law, and remove the items from fixed assets inventory.

Respectfully,

Michael Norris

Director of Information Technology

grachael Rosia

SURPLUS PROPERTY

location of item	description (include model)	serial number	asset #
PD	PEPWAVE MAX BRI MINI	2936-CBC-AC0B	
COURT	FIRST DATA FS-35	806CE18453	
PD	DELL D2412H6 MONITOR		
PD	DELL PRECISION T3500	3TF1DW1	
PD	LEXMARK C543DN	945BN1Y	
PD	EPSON PERFECTION V700 PHOTO	B1780107B4A2X02027	 -
PD	HP LAPTOP		5804
PD	SURFACT TABLET 2		5296
PD	SURFACE TABLET 3		5335
PD	IPAD PRO		6212
FIRE	IPAD PRO		5963
UTILITIES	IPAD	DLXM84HJFYD	
PD	IPAD		6718
UTILITIES	HP OFFICE JET PRO 8600 PLUS	CN1AIR1XN	
CLERKS	DELL LATITUDE 3550		5598
PARKS	PARK POS	16034A0116	 3333
PARKS	PARK POS	180214C0141	-
PARKS	PARK POS	16034A0171	 -
PARKS	PARK POS	16034A0176	- -
PARKS	PARK POS	16034A0097	
UTILITIES	IPAD		5965
PD	GETAC B300G4		5171
IRE	OPTIPLEX 7050	-	6275
PD	OPTIPLEX 7060		6349
PD	GETAC B300G4		5159
PD	GETAC B300G5		5596
UTILITIES	PANASONIC TOUGHBOOK CF 31		5711
INANCE	DELL LATITUDE 5501		6635
PD	GETAC B300G5		5590
PD	GETAC B300G5	RH505B0107	
PARKS	SAM45 POS	16034A0034	
PARKS	SAM45 POS	16034A0184	-
·	23 APC UPS DEVICES		
PD D	DELL OPTIPLEX 7040		6351
PD .	FEDERAL SIGNAL SS2000D	406	_
PD O	DELL PRECISION T3500	3TF1PW1	_
	2 AVAYA IP PHONE DEVICES		
	14 MONITORS		-
CITY HALL	HP OFFICEJET 250 MOBILE ALL IN ONE	CZ993-60017	_
PD O	DELL OPTIPLEX 7060		6345
	19 KEYBOARDS		
	14 MICE		
D	IPAD MINI		

THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL USE PERMIT TO MOLLY KREUNEN AT 3075 GOODMAN ROAD, EAST, UNIT 317, SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven's ("City") Planning Commission previously held a hearing on June 30, 2025 for the conditional use permit ("permit") application of Molly Kreunen (the "Applicant") for a hair salon located at 3075 Goodman Road East, Southaven, Mississippi; and

WHEREAS, "Conditional Use" is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as "a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions or ordinances; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances and City staff report as further set forth in Exhibit A to this Resolution, the City's Planning Commission recommends, subject to the City Board's revocation, a one (1) year permit, and the permit may be renewed for four (4), one year extensions at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. Subject to the Board's revocation for violation of the permit or ordinances, the City Board grants a permit to the Applicant for a nail salon at 3075 Goodman Road, East Southaven, Mississippi for one (1) year with up to four (4), one-year extensions to be renewed annually at the discretion of the City Board of Aldermen.
- 2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

Following the reading of this Resolution, it was introduced by Alderman Wheeler and seconded by Alderman Hoots. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	YES
Alderman Judy Jenkins-Lewis	YES
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of July, 2025.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSEL WHITE, MAYOR

ATTEST:

CITY CLERK

94408908.v1



City of Southaven Office of Planning and Development Conditional Permit Use Staff Report



Date of Hearing:	June 30, 2025
Public Hearing Body:	Planning Commission
Applicant:	Molly Kreunen
	3537 College Road
	662-315-1631
Total Acreage:	NA
Existing Zone:	Planned Commercial (C-4)
Location of Conditional Use	3075 Goodman Road East
Application:	Unit 17
Requirements for CUP:	

"A maximum of two (2) barber shops, hair/beauty salons, hair studios, spa (full service), nail salons, tanning salons and hair braiding establishments/wigology establishments may locate in the stated zones with the stated requirements so long as two existing establishments of the same classification are not currently located within a half mile (1/2) radius of the newly proposed establishment."

Comprehensive Plan Designation: Commercial

Staff Comments:

The applicant is requesting a conditional use permit to open a hair salon at 3075 Goodman Road East Unit 17 on the east side of Getwell Road, south of Goodman Road. The site is an existing hair salon that the applicant is proposing to purchase and reoccupy for the same use. In reviewing the previous documents, the original conditional use permit has expired so this application is a formality to allow an additional five-year permit on the location.

Staff Recommendations:

Since the establishment remained open during the change of ownership, the site is accepted as compliant without a window survey to determine the distance.

The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.



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6/3/2025, 4:15:07 PM

CITY OF SOUTHAVEN CONDITIONAL USE APPLICATION

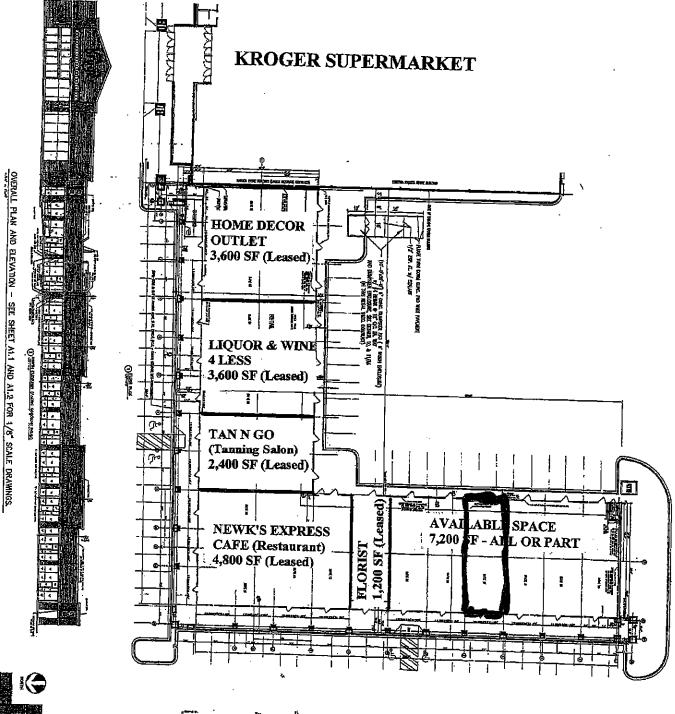
As owner, agent or attorney (indicate which), it is requested that the property located in Southaven, Mississippi described as follows: Location, size and address if possible: 20x 57 = (140 Sy FF Un: F17) Zoned (14) be considered for a Conditional Use in the Southaven Zoning Regulations for
Zoned be considered for a Conditional Use in the Southaven Zoning Regulations for
the following reasons: to renew an existing conditional use for an existing hair salen
OWNER APPLICANT
Name: Molly Kreune Name: Southern Chic Solon Address: 3537 College Rd Address: 3075 Goodman Rd East Unit 17
Phone: 662-315-1631 Phone: 662-344-7028
 Plat of the property sought to be considered, 8 ½ x 11 inches. The application with plats, description, and letter of support* shall be filed with the Planning Department. The law requires the Commission to hold a Public Hearing, giving 15 days notice in the newspaper, therefore, the application must be submitted by the first working day of the month. The meeting will be the last Monday of the month. Two (2) copies each collated shall be submitted and a digital copy (PDF, dwg, ipeg, etc.) Application fee of \$200.00. Site posting of the subject property as described on the following pages.
*NOTE: IN SUPPORT OF THIS APPLICATION, YOU MUST SHOW IN DETAIL, THAT THE FOLLOWING WILL BE COMPLIED WITH: a. Does not substantially increase traffic hazards or congestion. b. Does not substantially increase fire hazards. c. Does not adversely affect the character of the neighborhood. d. Does not adversely affect the general welfare of the City. e. Does not overtax public utilities or community facilities. f. Does not conflict with the Comprehensive Plan.
THIS APPLICATION MUST BE COMPLETED AND ALL INFORMATION PROVIDED WHEN FILED IN ORDER TO BE ACCEPTED FOR PRESENTATION TO THE COMMISSION. 5/29/25 Signature of applicant Date



Commercial Real Estate Services Founded 1946

C.E. "Buddy" Dunstan Broker TN & MS Commercial & Industrial

Colliers Willdnson & Snowden 3644 Winchester Road, Suite 101 Memphis TN USA 38118-5960 Telephone (901) 375-4800 Facsbolle (901) 375-9600 bdunstan@colliersws.com







Per the City of Southaven Conditional use Application for Applicant Southern Chic' Salon.

- a. This use will not substantially increase traffic hazards or congestion.
- b. Will not substantially increase fire hazards.
- c. Will not adversely affect the character of the neighborhood.
- d. Will not adversely affect the general welfare of the City.
- e. Will not overtax public utilities or community facilities.
- f. Will not conflict with the Comprehensive plan.

ML

5/30/25

Business Plan for Southern Chic' Salon

Executive Summary

Southern Chic' Salon we are consistently pursing to build a brand. What is a brand? It is a feeling you have about an experience you've had. When you hear the name Southern Chic' Salon, how do you feel? We want people to feel our brand's mission statement and we understand it takes a team to build a brand. No single person can make a brand a reality. We understand the importance of each person that makes up our team and we believe by having set standards in place, everyone knows what is expected of them individually and as a team member. Only together we can achieve great things. With a loyal customer base and a prime location, the salon aims to become the premier beauty destination in the Southaven area.

Mission Statement

'Luxury experience, driven by passion, backed by education,'

Business Objectives (Next 3 Years)

- 1. Increase annual revenue by 30% through marketing and service expansion.
- 2. Rebook retention rate
- 3. Expand staff and add new services
- 4. Develop a strong online booking and e-commerce platform.

Services Offered

- Haircuts & Styling (Men, Women, Children)
- Color Treatments & Highlights
- Balayage
- Keratin Treatments
- Hair Extensions
- Bridal & Special Occasion Styling
- Scalp Treatments & Consultations
- Retail Products: Shampoos, Conditioners, Styling product

Market Analysis

Industry Overview:

The U.S. hair care market is valued at an estimated 178.88

billion in 2024.

Local Market:

Southaven is one of Mississippi's fastest-growing cities. Getwell Road is a high-traffic area with nearby residential neighborhoods, retail centers, and schools. Nearby competition includes salons and independent stylists, but Southern Chic' Salon, personalized experience that appeals to mid-to-high-income clientele.

Target Market

- Primary Demographic: Women ages 25-65
- Secondary Demographic: Men and teens seeking grooming services
- Psychographics: Fashion-conscious, health-conscious, value quality over price
- Income Level: Middle to upper-middle class

Marketing Strategy

Brand Identity:

Emphasize luxury, professionalism, and personalized care. Consistent branding on all platforms.

Online Presence:

Modern, mobile-friendly website with online booking; active Instagram, Facebook, and Google Business Profile with updated info.

Local Advertising:

Collaborate with influencers, feature in local magazines, and run geo-targeted social media ads.

Promotions & Loyalty:

First-visit discounts, referral incentives, and loyalty rewards.

Operations Plan

Facility:

Lease 1,200 sq. ft. on Getwell Rd with 8 stylist stations, 3 shampoo chairs, retail space, and waiting area.

Staff:

1 Salon Manager, 8 Licensed Stylists, 1 Receptionist, 4 Assistant (part-time).

Hours of Operation:

Tuesday-9:00 am- 6pm

Wednesday- 9:00am-5pm

Thursday 9:00am-6pm

Friday 9:00am-5pm

Saturday: 9:00am-12:00 pm

Closed Sunday and Monday.

Growth Opportunities

- Add lash extensions
- Offer training/workshops
- Host pop-up events with local vendors

Appendices

- Floor plan
- Stylist bios
- Service menu & pricing
- Before and After pictures

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING CONDITIONAL USE PERMIT GRANTED TO ROKAYLA SMITH FOR A HAIR BRAIDING ESTABLISHMENT LOCATED AT 1330 GOODMAN ROAD, EAST SOUTHAVEN, MISSISSIPPI

WHEREAS, the City of Southaven ("City") Planning Commission previously held a hearing on June 30, 2025, for the conditional use permit ("permit") application of Rokayla Smith (the "Applicant") for a hair braiding establishment located at 1330 Goodman Road, East, Southaven, Mississippi; and

WHEREAS, "Conditional Use" is defined in the City Code of Ordinances at Title XIII, Chapter 1, Section 13-1(b) as "a use that would not be appropriate generally or without restrictions throughout the zoning district but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;" and

WHEREAS, the Laws of the State of Mississippi, Section 17-1-1 to 17-1-27, inclusive, of the Mississippi Code of 1972, annotated, as amended, empower the City to enact a Zoning Ordinance and to provide for its administration, enforcement and amendment; and

WHEREAS, pursuant to Mississippi Code Ann. Sections 21-17-5, the City has the authority to adopt ordinances with respect to City property including the adoption of all lawful orders, resolutions, or ordinances with respect to municipal affairs, property, and finances, and to alter, modify, and repeal such orders, resolutions, or ordinances; and

WHEREAS, based on findings of the City Planning Commission at the hearing and City Code of Ordinances and City staff report as further set forth in Exhibit A to this Resolution, the City's Planning Commission recommends, subject to the City Board's revocation, a one (1) year permit, and the permit may be renewed for four (4), one year extensions at the discretion of the City Board of Aldermen, pursuant to its discretion as set forth in the City Code of Ordinances at Title XIII, Chapter 9, Section 13-9(a); and

NOW, THEREFORE, BE IT ORDERED by the Mayor and Board of Aldermen of the City of Southaven, Mississippi as follows, to wit:

- 1. Subject to the Board's revocation for violation of the permit or ordinances, the City Board grants a permit to the Applicant for a hair braiding establishment located at 1330 Goodman Road, East Southaven, Mississippi for one (1) year with up to four (4), one-year extensions to be renewed annually at the discretion of the City Board of Aldermen.
- 2. The Mayor and City Planning Director or their designee are authorized to take any and all action to effectuate the intent of this Resolution.

Following the reading of this Resolution, it was introduced by Alderman Jerome and seconded by Alderman Jenkins-Lewis. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

Alderman William Jerome	YES
Alderman Judy Jenkins-Lewis	YES
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John Wheeler	YES
Alderman Raymond Flores	YES

Having received a majority of affirmative votes, the Mayor declared that the Resolution was carried and adopted as set forth above on this the 15th day of July, 2025.

CITY OF SOUTHAVEN, MISSISSIPPI

DARREN MUSSELWHITE, MAYOR

ATTEST:

CITY OF FOR



City of Southaven Office of Planning and Development Conditional Permit Use Staff Report



Date of Hearing:	June 30, 2025
Public Hearing Body:	Planning Commission
Applicant:	Rokayla Smith
	7136 Arcastle Loop East
	Southaven, MS 38671
	662-544-9707
Total Acreage:	NA
Existing Zone:	Planned Commercial (C-4)
Location of Conditional Use	1330 Goodman Road East
Application:	
Requirements for CUP:	

"A maximum of two (2) barber shops, hair/beauty salons, hair studios, spa (full service), nail salons, tanning salons and hair braiding establishments/wigology establishments may locate in the stated zones with the stated requirements so long as two existing establishments of the same classification are not currently located within a half mile (1/2) radius of the newly proposed establishment."

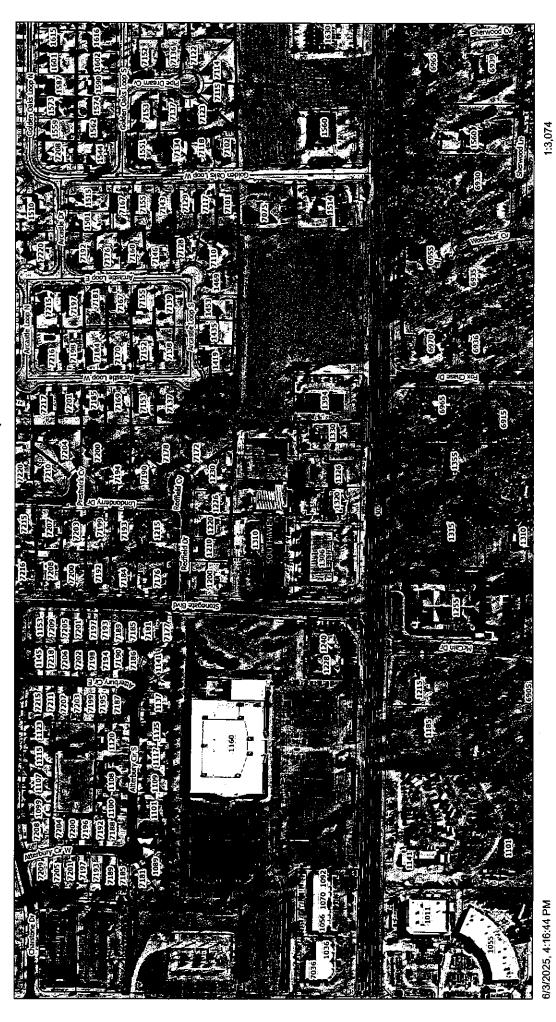
Comprehensive Plan Designation: Commercial

Staff Comments:

The applicant is requesting a conditional use permit to open a hair braiding shop at 1330 Goodman Road East on the north side of Goodman Road, east of Swinnea Road. Per the application the hours of operation would be Sunday-Saturday from 7 am to 10 pm. The only service offered would be braiding hair. The site is located in an existing commercial multitenant building with previous retail service space.

Staff Recommendations:

Staff completed a window survey of the area. The closest braiding establishment is located at 870 Goodman Road East which is approx. 2800 linear feet from this location thus meeting the distance requirement. The applicant has met the requirements for the conditional use; therefore, staff recommends approval of a one (1) year permit with a four (4) year extension to be renewed annually.



CITY OF SOUTHAVEN CONDITIONAL USE APPLICATION

Southaven, Mississippi described as follows:	i, it is requested that the property located in
Location, size and address if possible: 1330	Goodman Ad E, Southaven, MS, 38671
Zoned be considered for a Conditiona	3867 \ I Use in the Southaven Zoning Regulations for
the following reasons:	
- Nimming Stock	
	
OWNER	APPLICANT
Name: Marissa (107	Name: hohayla Smith
1330 Goodman Rd E, Address: Southaven, MS, 38671	7136 Arcastle LOOD E, Address: Southaven, MS, 38671
Phone: 901 - 455 - 7685	Phone: 662-544-9707
Planning Department. The law requires 15 days notice in the newspaper, therefore working day of the month. The meeting 3. Two (2) copies each collated shall be ipeg, etc.) 4. Application fee of \$200.00. 5. Site posting of the subject property as defined as a subject property	ered, 8 ½ x 11 inches. and letter of support* shall be filed with the the Commission to hold a Public Hearing, giving one, the application must be submitted by the first will be the last Monday of the month. De submitted and a digital copy (PDF, dwg, escribed on the following pages.
*NOTE: IN SUPPORT OF THIS APPLICATION FOLLOWING WILL BE COMPLIED WITH: a. Does not substantially increase to be the complex because of the complex of the c	ire hazards. aracter of the neighborhood. neral welfare of the City. or community facilities.
THIS APPLICATION MUST BE COMPLETED FILED IN ORDER TO BE ACCEPTED FOR PR	AND ALL INFORMATION PROVIDED WHEN ESENTATION TO THE COMMISSION.
Idaylas.	04/31/RS
Signature of applicant	Date

Ro'Kayla Smith

1330 Goodman Rd E, Ste 3B, Southaven, Ms, 38671

Mission Statement:

The Braidtician Corporation is devoted to making any one who walk through our doors feel loved. We believe in unity, respect and professionalism. We aim to continuously improve and evolve as a team. There are no limits to growth. We will continue to thrive and be one of the best in Desoto County for braiding services. It is essential that we don't just service our clients physically, but mentally. A place that instantly give our clients' a peace of mind, ears to listen, and a voice to comfort. The Braidtician Corporation is a therapeutic place for the employees, as well as the clients. Southaven's safe haven.

We're building our values on passion, purpose, pleasure, and patience. Giving 30%, 60% or 90% is non-negotiable for our business. We thrive to give 100% to whomever we cater to. We're committed to giving our clients' an affordable, high-quality services, fueling their confidences. Its bigger than hair braiding, and money. This is about art, connecting with the community, and spreading kindness, while doing something that we love... Braiding hair.

Hours:

Monday-Sunday

7am-10pm

The Braidtician Corporation does not substantially increase traffic hazards or congestion.

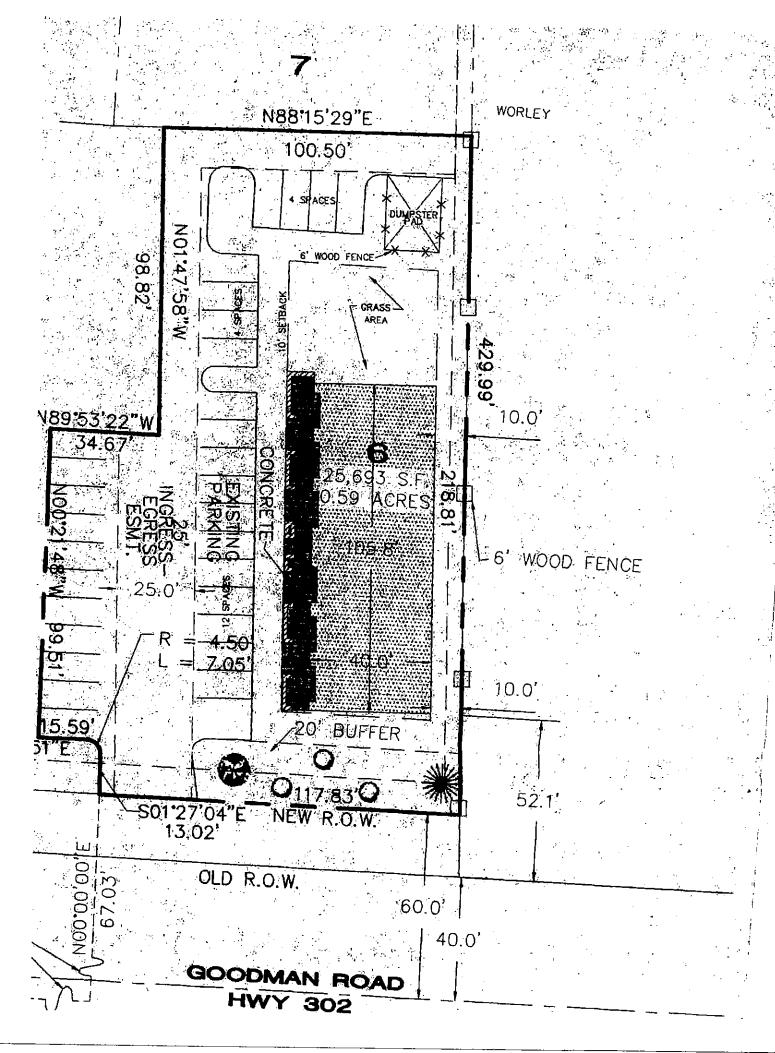
The Braidtician Corporation does not substantially increase fire hazards.

The Braidtician Corporation does not adversely affect the character of the neighborhood.

The Braidtician Corporation does not adversely affect the general welfare of the city.

The Braidtician Corporation does not overtax public utilities or community facilities.

The Braidtician Corporation does not conflict with the Comprehensive plan.





0.06 km



Southaven, Mississippi





City of Southaven Office of Planning and Development Amendment to PUD Staff Report

City of Southaven City Hall Executive Board Room 8710 Northwest Drive

	0,101010100000110
Date of Hearing:	December 27, 2021
Public Hearing Body:	Planning Commission
Applicant:	MLB, LLC
	7193 Swinnea Road
	Southaven, MS
	901-413-9299
Total Acreage	39.42 acres
Existing Zoning:	Planned Unit Development (Central
	Gardens)
Location of PUD Amendment	North and South sides of Rasco Road, east
application:	of Airways Blvd.
Surrounding property zoning:	
North: MD SFR	Greenbrook Subdivision
	Southaven Intermediate
South: School site	
East: Church/School site	Greenbrook Baptist/Greenbrook
West: Commercial	Elementary
	Smith pools, Dollar General

Proposed Amendment (Explanation):

The applicant is requesting an amendment to the existing Central Gardens Planned Unit Development (PUD), located on both the north and south sides of Rasco Road, east of Airways Boulevard. This amendment includes the addition of acreage and revisions to the text governing use allowances.

Originally approved in 2007, the PUD encompassed 28.55 acres and was designated for

55+ single-family homes with accessory amenities such as a clubhouse, pool, tennis court, shuffleboard, chipping and putting green, and garden areas. The original plan also included RV parking at the west end and a proposed site for a future City of Southaven fire station. Additional notes from the initial approval emphasized preserving the southern tree line, constructing public roads, and recommended gating the community.

First Amendment:

The first modification added acreage and incorporated areas identified as Parcels II, III A-F, and V. This amendment expanded allowed uses beyond the original 55+ single-family designation. Parcel III, consisting primarily of floodplain, was designated to remain undeveloped and preserved as a natural buffer.

Second Amendment:

This revision reclassified parcels: the original Parcel III became an "outparcel," Parcel IV was renamed Parcel III, and Parcel V became Parcel IV. The amendment added 3.3 acres on the far east side (new Parcel III) and reduced overall acreage by removing the outparcel, bringing the revised total to 39.42 acres.

Third Amendment (Current Proposal):

This third revision includes the following changes:

1. Acreage Expansion:

The total site area increases from 39.42 acres to 61.15 acres by incorporating an additional tract on the eastern edge near Greenbrook Baptist Church and including the outparcel area along Rasco Road.

2. Land Use and Parcel Reassignment:

The applicant proposes relocating the previously approved mixed-use buildings from Parcel III to Parcel II, which fronts Airways Boulevard. This change reduces the total mixed-use structures from two buildings with 80 units to one building with 24 units, enhancing visibility for commercial/office spaces. Parcel III would instead be developed with privately owned duplexes, totaling 24 units, with two points of access and a minimum unit size of 1,600 sq. ft.

3. Public Park Addition and Zoning Revision:

The applicant requests to allow for public park uses within Parcels IV, V, and VI. Additionally, Parcel VI is proposed to be rezoned to C-1 (Restricted Commercial).

4. Ownership Update:

Parcels V and VI have changed ownership. The amendment will update the ownership information to include Desoto Shark Club LLC.

Comprehensive Plan Designation:	Medium Density Residential

Staff Comments:

Staff has been engaged in ongoing discussions with the applicant regarding this project

and offers the following observations:

1. The inclusion of additional acreage in the PUD is acceptable to staff.

2. Staff supports relocating the mixed-use component to Airways Boulevard, as it is a more suitable location. This change reduces the number of lofts and buildings, thereby minimizing the overall impact on the area while improving the potential for quality commercial tenants. Additionally, the applicant is showing the removal of the approved cottage homes on the south side of Rasco Road which also reduces the number of units overall. This portion has been redesignated for park land which is adjacent to our existing park.

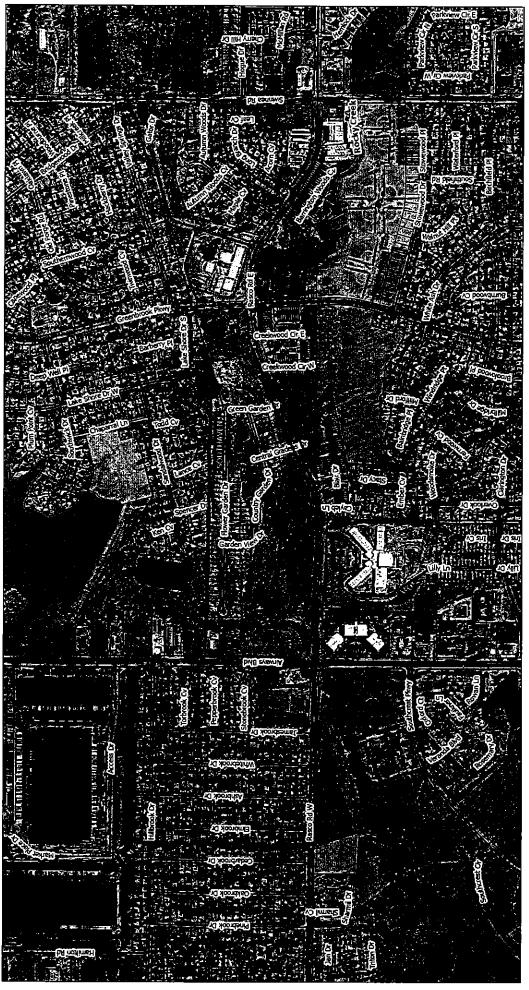
3. The applicant has submitted proposed designs and elevations for the townhome concept. Staff finds the duplex townhomes to be generally consistent in character with the previously approved loft apartments. The shift away from rental lofts and the introduction of 24 privately owned townhomes is viewed as a positive revision. However, staff does not support the current elevation design and recommends tabling this portion of the amendment until an acceptable design is submitted. Final determination on suitability will be made upon review of the

revised proposal.

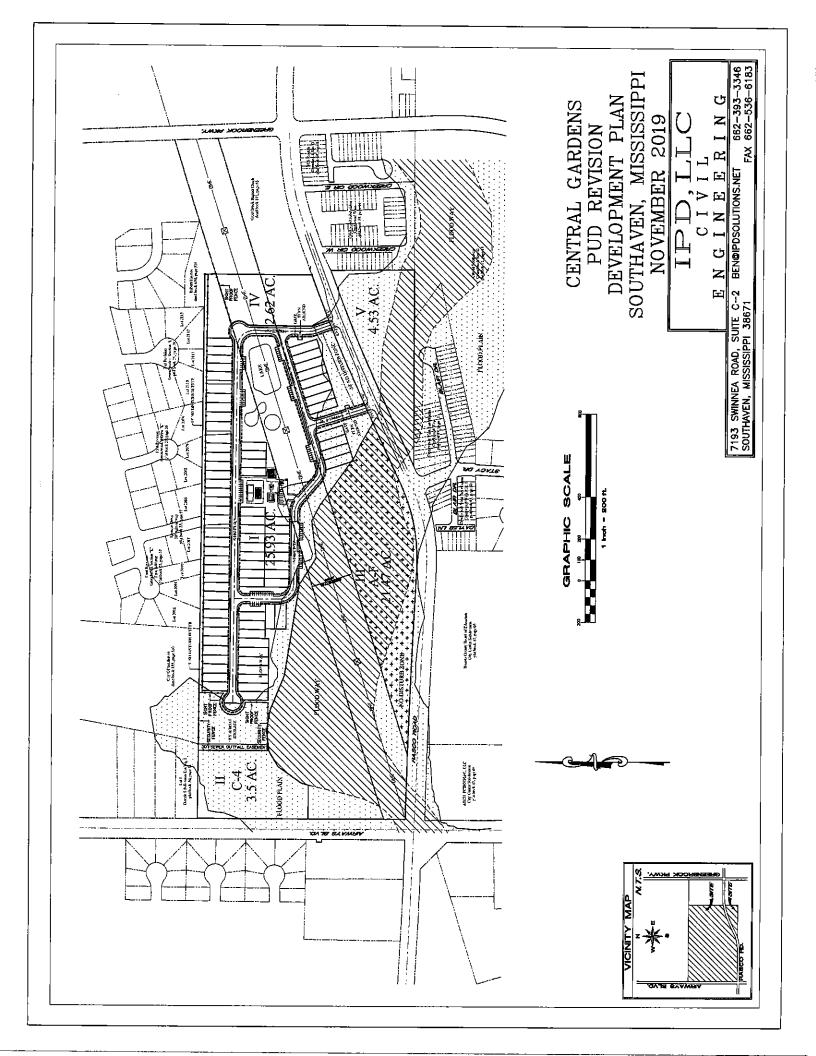
4. Staff supports the inclusion of natural park areas. The proposed space, featuring mature trees, creeks, and a natural landscape, would provide a valuable amenity to the community and serve as an effective buffer between the 55+ residential area and Rasco Road.

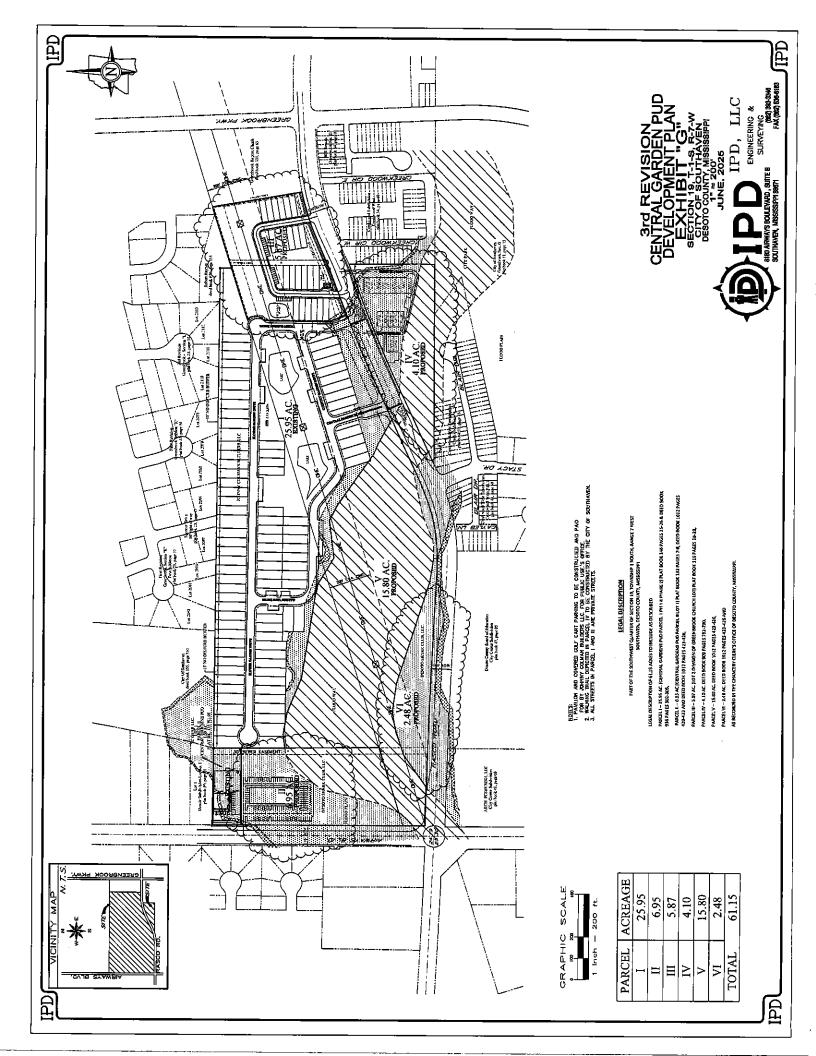
Staff recommends approval of the proposed changes with the exception of the townhomes. This portion of the PUD should be discussed at a later hearing once alternative elevations are presented.

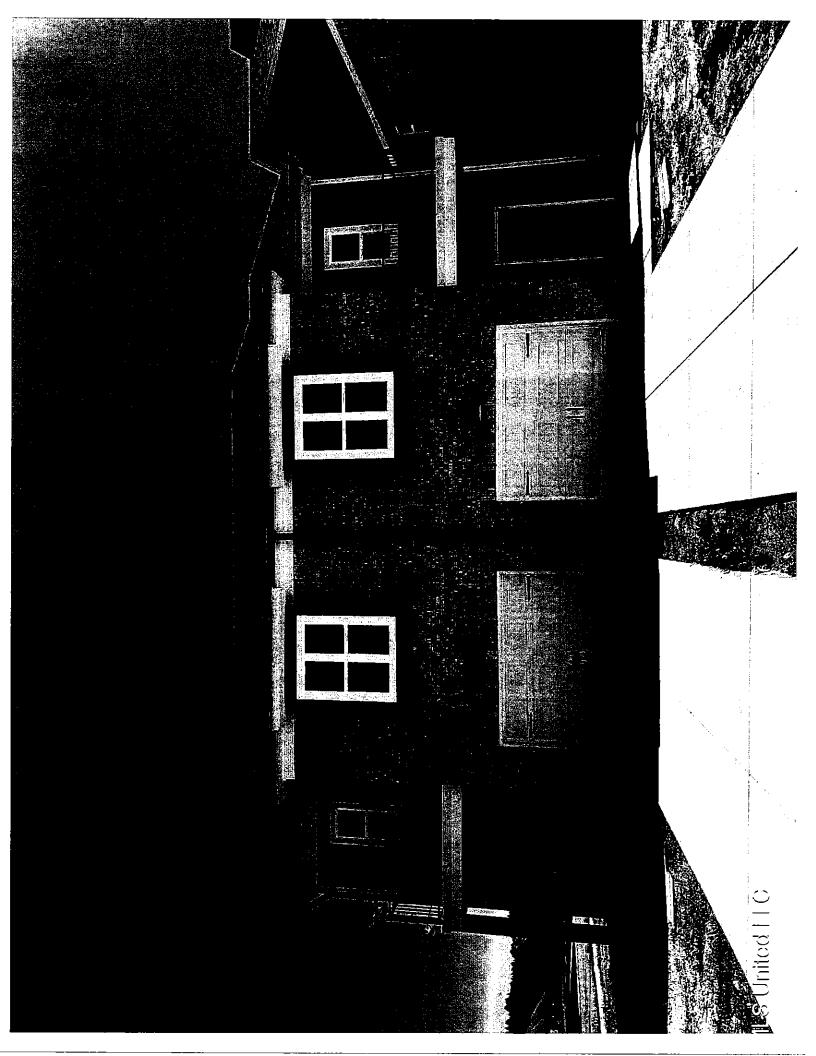
Planning Commission	Motion made by:
Recommendation:	Seconded by:



6/3/2025, 4:21:29 PM







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8180 AIRWAYS BLYD. SUITE B SOUTHAYEN, MISSISSIPPI 3867

Date: November 30, 2021

Revised: May 29, 2025

Southaven Planning Department Whitney Choat, Director 8710 Northwest Drive

Southaven, MS 38671

RE: Central Gardens Planned Unit Development (P.U.D.)

Dear Whitney,

Development. (See Exhibit "G") The first Revision was submitted in November 2019. The second We are pleased to submit to your office a third revision of Central Gardens Planned Unit revision in January 2022. This the third Revision will:

- Increase the total acreage in the PUD to 61,15 acres.
- 2. Add a new landowner, Desoto Shark Club LLC., who owns part of Parcel II and all of Parcel V and VI.

 - Add "mixed-use building" as a Permitted Use for Parcel II.
 Remove "mixed-use buildings" as a Permitted Use for Parcel III.
- 5. Add "double occupancy dwellings" as a Permitted Use for Parcel III.
 - 6. Add "public park" as a permitted use for Parcels IV, V and VI
- 7. Add C-1 permitted uses as defined in the City of Southaven Zoning Ordinance for Parcel IV 8. Removed all Subdivision Lots of Parcel I from the FEMA Flood Zone per Letter of Map Revision FEMA Case number 25-04-0766A.

1. The permitted uses for each Parcel are as follows:

Parcell

loading garages. These homes will be for residents aged 55 and older. This Parcel will be developed under the guidelines established by the U.S. Government to qualify as a "55 and over" community. The minimum lot size is 4,800 S.F. and the minimum frontage is 40 feet. Typical site plans for these Single Family detached homes with a minimum heated area of 1,400 square foot with double fronthomes are part of this text. (See Exhibit "A") Amenities will include a pavilion, recreational lake and a walking trail. A monthly use fee will be paid by each lot owner to a HOA to maintain amenities and upkeep on yards and landscaping in common areas, as well as front yards of individual lots. Sight proof fencing which will be constructed, maintained, and owned by the HOA, is shown along the entire perimeter of Parcel I.

The typical street cross section for this Parcel is shown on Exhibit "A". Please note that there will be a wide dedicated lane for pedestrian and golf cart traffic. The streets in this parcel will be public. The landscaping of the residential lots. The common open spaces will also be owned and maintained by the HOA. Monthly fees will be collected from every lot owner to provide these services as well as HOA will own and maintain all the perimeter fencing. The HOA will maintain all front yards and other services necessary to keep the development clean and maintained

- a. Retail shops b. Public uses
 - c. Offices d. Church
- e. Physical fitness centers
- f. Warehouses with office space less than 5,000 s.f. total area
 - g. Contractor office and yard with screened outside storage
- Drug store
- Restaurants sit down only
- Mixed-use building (see list below for permitted and non-permitted uses for the mixed-use building)

Permitted Uses for Mixed-Use Building

- Small retail specialty shops Specialty food and drink shops

 - Medical Offices
- Medical Supply Businesses Fitness Center
- Telecommunication Tower, Service and Sales 6. Professional Offices
 - Sit Down and Carry Out Restaurants

Non-Permitted Uses for Mixed-Use Building

- Liquor Stores
 - Beauty Salon
- Barber Shop
- Money Loan Businesses Wig Supply Store
- Indoor Recreation Business such as Billiards, Arcades, Etc.

office uses on the first floor. Exhibit "B" shows the typical front façade of the building. Exhibit "C" shows as the typical floor plan for each floor. This building will be located within the Medical Corridor The mixed-use building proposed for Parcel II will provide 24 ~ 1-bedroom lofts with small retail and residential units. Commercial trash containers are planned as well as a central mailbox complex. A management company will be utilized to manage the commercial tenant areas as well as the and should attract medical professionals who desire to be close to the hospitals.

Parcel III

- a. Public uses
- o. Offices
- Church
- d. Double occupancy dwellings with a minimum of 1,600 s.f. heated area, 3 bedrooms and 2.5 baths with single garage. See Exhibit "D" for a picture of the front facade and Exhibit "E" for a Typical Lot

layout. These dwellings will be owner occupied only. Renting of the dwellings will be prohibited by the covenants and by a Plat Restriction. The double occupancy "dwellings" in Parcel III will be starter homes for families desiring to reside in Southaven. The close proximity of the Greenbrook elementary, middle schools and local parks provide an ideal place to "start a family"

Parcel IV

Single family "Over - 55" Lots with the same requirements as those in Parcel 1

- Church
- Public Facility
- Small retail shops associated with 55+ d. Offices
 - Single family detached homes
 - g. Public Park

Parcel V

a. Public facilities or parks

Parcel VI

 a. Public facilities or parks to include a dog park
 b. All permitted uses in the C-1 Commercial District as listed in the City of Southaven Zoning Ordinances

2. Traffic Circulation

easily handle the traffic flow that this development will produce. The "Over – 55" community will have yo entrance roads to Rasco Rd., both of which will have a passive gate as shown on the plans and will be public streets. Streets will be asphalt with curb and gutter. Since parking on the streets will not This tract of land is bounded on two sides by major roads, Rasco Rd. and Airways Blvd., which can raffic generated by this community will be less than that of a typical subdivision. The streets in the constructed on both sides. There will be 2 entrances to Rasco Road as shown. This will not be a be allowed, numerous "extra" parking bays are scattered throughout the community. Control, construction, maintenance, and ownership of these bays will be a responsibility of the HOA. The Double Occupancy Dwellings" subdivision will be private. (See Exhibit "F") Sidewalks will be gated community. The streets will be designed to permit the passage of emergency vehicles.

3. Community Control

standards. The developer of Parcel III will submit to the City the required legal documents to form and and III. These Associations will be formed prior to the first home sale and dues collected with the first home sale. The administration of the HOA and control of its assets will be the responsibility of the developer or its assigns, until 90% of the homes are occupied. The HOA will collect dues to maintain Ensuring that the high quality of life is maintained will be the responsibility of the HOA for Parcels 1 and improve the amenities and ensure that the streetscape of every home will meet community operate the HOA prior to recording the plat for review and approval

4. Neighborhood Impact

benefit from a large increase in property taxes and generated sales taxes. The residents of the "Over homes constructed in Parcels I and III will be of a size, quality, and price that will exceed the existing homes surrounding this development. No reduction in property values should occur. The City will neighborhood i.e., Greenbrook and the medical corridor, will not be harmed but enhanced. The This development will make use of a very difficult plece of property in such a manner that the

– 55" development will own their homes and at this stage of their lives, will have a more than average disposable income. Also, the residents will not place a burden on the school system or the extensive recreational youth facilities and parks of Southaven or the criminal system. Also, these residents usually have more free time to devote to community services. This development, if successful, will be a win-win situation for the citizens of Southaven.

5. Demand on Public Resources

Since residents must be 55 years of age or older in the "Over – 55" community, they place no burden on the public school system or youth recreational public facilities. The residents in the loft units in Parcel II will probably be single or married with no children since the units will be one bedroom. These residents will place no burden on the public school system or youth recreational public facilities. Water and sewer usage will be less for all residential units than a typical 3-bedroom house commonly found in Southaven. The residents of the "double occupancy dwellings" in Parcel III will probably be families with up to 2 children. These families will be using the school systems and parks but since there are only 24 dwellings the impact should be minimal.

6. Buffers

There are several buffers and "no disturb" areas shown on the Development Plan. Tree preservation is a top priority, as the site is blessed with large trees. No buffer will be required between Parcel III and the Greenbrook Baptist Church property, except for a 6' wood and fence and landscaping. No buffer will be required between Parcel IV and the Creekwood West Townhomes to the East. No buffer will be required between Parcel IV and the Creekwood West Townhomes to the East. No buffer will be required between Parcel II and Parcel 1, since there is a large creek with trees and a 20' sewer easement. A 15' wide no disturb buffer is at the rear of all Lots North of Flower Garden Drive in Parcel I.

/. Phases

Johnny Colemn Builders has completed homes on approximately 35% of the Lots in Parcel I. XC Gear has constructed and is occupying a 4960 s.f. office and warehouse use building on Parcel II.

The mixed-use building on Parcel II should be constructed in 2026. The "double occupancy dwellings" in Parcel III should be started in 2025 and completed in 2026. It is proposed that the owners of Parcel IV, V and VI will deed to the City of Southaven these Parcels. The timetable to develop these Parcels as public parks is up to the City.

8. Common Spaces

The common spaces on Parcel I and I!I will be developed and maintained by the Developer until 90% of the homes are occupied. At that time, ownership and maintenance of the common areas and amenities will be given to the HOA. Fees will be collected by the Developer and HOA to properly maintain these. The HOA documents for Parcel I have already been provided to the City. The HOA documents for Parcel I for approval with the Final Plat application.

9. Relation to Comprehensive Plan

The Comprehensive Plan calls for Residential Uses along Rasco Road and Commercial Uses along Airways Boulevard Corridor. This development is in complete agreement with the Comprehensive Plan.

10. Population Densities

Parcel I has 97 residential lots and Parcel III has 24. There are 24 lofts in Parcel II for a grand total of 145 residential units. Dividing this number by the PUD's total acreage of 61.15 acres gives a ratio of 2.37 units per acre. The 2^{10} Revision had 193 dwelling units for a density of 3.16 units per acre.

11. Conclusion

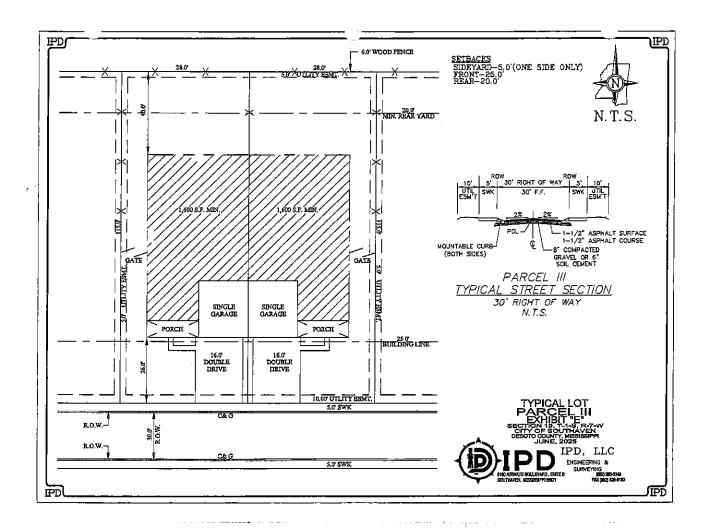
This development should be welcomed by the local government, neighbors, and cilizens of Southaven. The complete Development Plan is Exhibit "G".

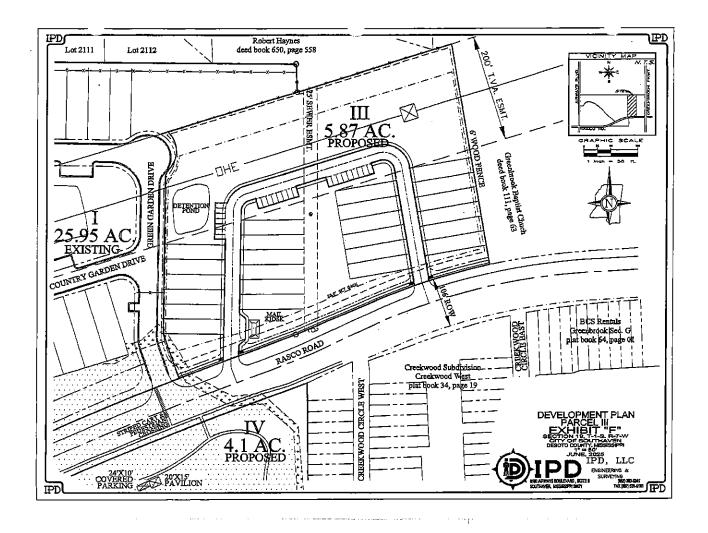
We are asking that the City review the plans and documents and give approval.

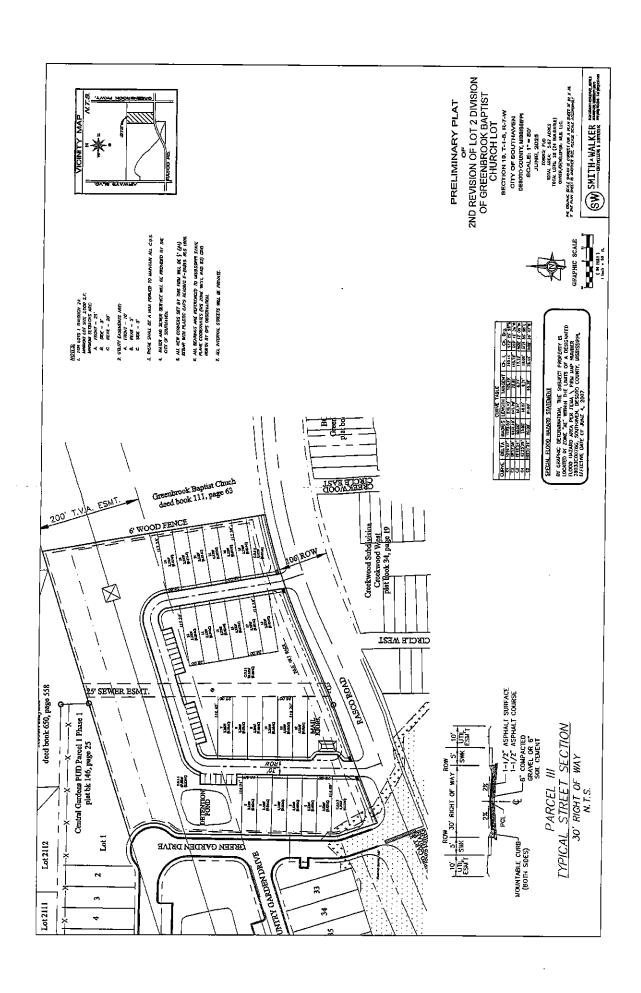
Sincerely,

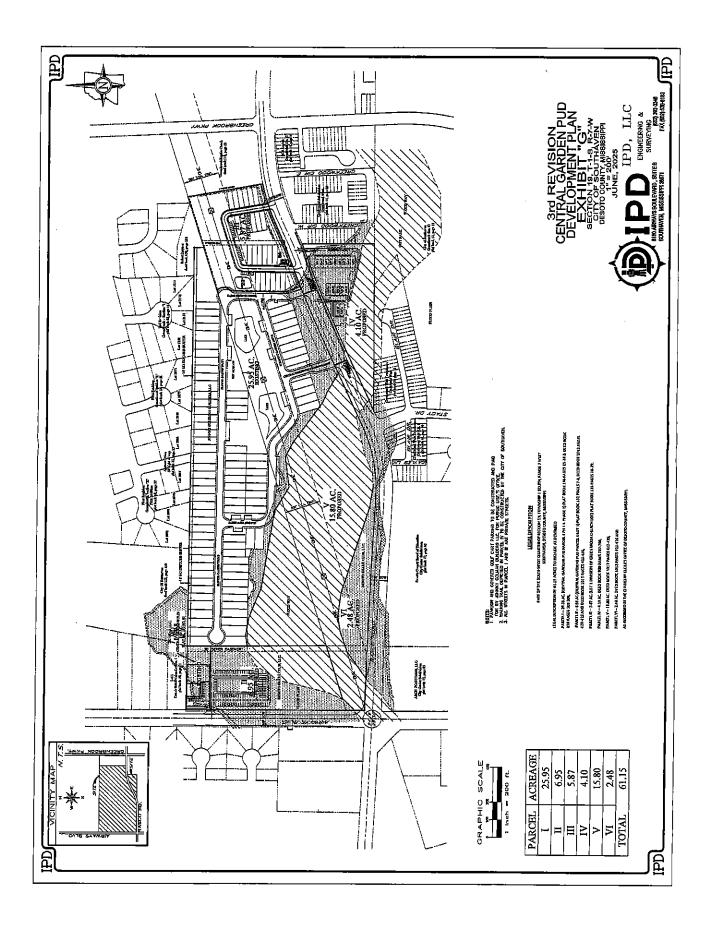
Ben W∫Smith, Þ.E., R.L.S. BWS/tm Enclosures











BANKPLUS AMPHITHEATER

Facility Use Lease Agreement

This Agreement ("Agreement") is made and entered into as of the date of the last signature of the parties hereto, by and between the City of Southaven (hereinafter referred to as "OWNER") and Live Nation Worldwide, Inc. (hereinafter referred to as "LESSEE"). Notwithstanding the use of the terms "LESSEE" or "Lease," the parties acknowledge that this Agreement is a temporary license to use the Facility and that no landlord-tenant relationship is created hereby.

WHEREAS, OWNER owns the BankPlus Amphitheater and Ticket Office located in Southaven, Mississippi (hereinafter referred to as the "Facility" or the "Premises") and has the right to lease space within said Facility for the purpose of promoting convention and tourism activities; and

WHEREAS, Mississippi Code Section 57-7-1 allows the City to enter into a lease for commercial purposes, and the City desires to allow the operation and lease of the Facility upon such terms and conditions as the City shall prescribe to promote commercial and industrial development in the City as the concerts and/or events at the Facility shall attract thousands of people to the City and increase commerce within the City by people dining in restaurants of the City, staying in hotels in the City, and show opportunities on City property for potential development of a desired City Entertainment District; and

WHEREAS, the City, pursuant to Chapter 933 House Bill 1618 of 1993 is authorized to use funds for the promotion of tourism in the City and pursuant to Miss. Code Ann. 17-3-1, the City has determined that this concert and/or event at the Facility will help advertise and bring into favorable notice the opportunities, possibilities, and resources of the City, and will advance the moral, financial and other interests of the City; and

WHEREAS, LESSEE desires to have the use of the Facility, and OWNER desires to allow LESSEE the use of the Facility, under the terms, condition and provisions contained herein.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Premises. OWNER does hereby lease and grant the right to use the Facility, generally referred to as the BankPlus Amphitheater, to the LESSEE and the LESSEE does accept for use of the Facility. LESSEE acknowledges that if LESSEE has inspected the Facility (which shall only be a cursory, pre-Event inspection in accordance with industry practice), then, unless provided in writing or verbally to OWNER, LESSEE is satisfied with and has accepted the Facility in its present condition. Notwithstanding anything contained herein, OWNER will provide the Facility in a good state of repair and in compliance with all applicable laws (including the Americans with Disabilities Act), regulations and health and safety and other applicable codes and regulations, and the OWNER shall maintain all building-related permits required for the day-to-day operation of the Facility.

Section 2. Use. LESSEE shall have use of the Facility for a live entertainment event featuring Treaty Oak Revival (the "Headline Artist") and, if applicable, any support acts as may be determined by the Headline Artist and LESSEE (hereinafter referred to as the "Event"). This Agreement provides LESSEE with only the right and privilege to possess and use the Facility in the manner set forth herein and this Agreement does not confer upon LESSEE and LESSEE's guests any greater or lesser rights and privileges with respect to use of the Facility. LESSEE acknowledges and agrees that certain services and portions of the Facilities, such as entrances, exits, loading docks, receiving areas, elevators and similar features, must be shared. OWNER shall retain full and absolute authority to establish the schedules for the use and availability of such services and facilities, including the extent to which service and facility sharing will be required so as to operate the Facility as efficiently as possible, provided, however that such other use does not unreasonably interfere with LESSEE's Event.

Section 3. Term. The term of this Agreement commences at 7 o'clock A.M. on the 13th day of September, 2025 and terminates at 2 o'clock A.M. on the 14th day of September, 2025 (hereinafter referred to as the "Term").

Section 4. Lease Fee.

(i) LESSEE agrees to pay the OWNER a fee (hereinafter referred to as the "Lease Fee") for the use of the Premises in the amount of \$48,500.00, in the following manner and on the basis and terms set forth below:

(Specific description of contract terms: All-in rent deal including stage set-up, ushers, ticket takers, security, box office, guest medical, phone lines, internet lines, house electrician and house lights operator. Items that fall outside the deal include any and all required rentals, sound & lights, runners, stagehand labor, catering, participant medical, towels and any required permits.)

- (ii) In addition to the above Lease Fee, the LESSEE shall pay all taxes, charge, fees, leases and permits, whether federal, state, county, or city, due on account of its business and the permitted activities engaged in under this Agreement.
- (iii) "Gross Receipts" as used herein is defined to mean the total amount of dollars of all tickets sold or paid admissions and merchandise sold, derived by LESSEE from the use of the Facility pursuant to this Agreement without deduction therefrom for any cost or expense of promotion, conduct or operation of the Event. Gross receipts shall not, however, include any sums collected and remitted for any admission taxes, excise taxes or sales taxes imposed by any duly constituted governmental authority and separately stated, nor shall they include refunds made to patrons, customers or exhibitors. Any exclusions from gross receipts shall be described and substantiated in the written statement of gross receipts as provided herein above.

Section 5. Security Deposit. LESSEE shall pay to OWNER the sum of \$______, which sum shall be credited to expenses such as the rental payment, ticket office fees, and cancellation charges for equipment, operating personnel, and services.

Section 6. Damage Deposit. LESSEE shall provide to OWNER a damage deposit of \$_____. The damage deposit shall be withheld from the initial settlement of funds, as set forth in Section 7 and, thereafter said deposit, less the actual and documented cost to repair any damages caused by LESSEE'S use, shall be refunded to LESSEE within ten (10) days following 66014863.v1

the termination of this Agreement. Notwithstanding anything contained herein to the contrary, any claim of damages to the Facility herein shall be subject to OWNER providing LESSEE with notice of and an opportunity to inspect such damage as soon as reasonably possible during or promptly following load-out, but in no event later than (a) 48 hours following the Event or (b) the beginning of load-in of the next event at the Facility, whichever is earlier. In no event shall LESSEE be responsible for any pre-existing conditions or damage caused by OWNER or its employees, agents or contractors.

Section 7. Settlement. (i) All Gross Receipts, less deductions for all taxes due, shall be held by OWNER and applied to the payment of all sums due from LESSEE pursuant to this Agreement, or any agreement modifying or supplementing this Agreement, including amounts due for personnel, services, materials or equipment furnished to LESSEE by OWNER. Any surplus then remaining shall be first applied by OWNER to satisfy any obligations or liabilities of LESSEE to OWNER pursuant to this Agreement, or any agreement modifying or supplementing this Agreement.

- (ii) Within 24 hours after the conclusion of the closing night of the LESSEE's Event, OWNER will furnish to LESSEE a preliminary settlement statement of the Gross Receipts and deductions therefrom. If the Event extends over multiple nights, the settlement shall occur on the last night of the Event. Within seven (7) days after the delivery of the settlement statement, OWNER shall provide to LESSEE a final statement, reflecting corrections or amendments to the preliminary settlement statement, along with payment due LESSEE. LESSEE agrees to examine the final settlement statement and notify OWNER, in writing, of any errors or omissions in, or objections to, the final settlement statement. If no notice of errors, omissions or objections is given by LESSEE to OWNER within a reasonable period of time after receipt by LESSEE, the final settlement statement shall be deemed true and correct.
- (iii) OWNER will remit on LESSEE's behalf, out of the Gross Receipts, all sales, entertainment and other taxes due to appropriate governmental authorities.
- (iv) Prior to the final settlement, the LESSEE shall not be entitled to draw upon such funds unless specific permission has been granted by the OWNER and the LESSEE has insured such draw with a bond or letter of credit which is acceptable to the OWNER.
- (v) OWNER shall provide bona fide invoices and other documentation reasonably requested by LESSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement.
- Section 8. Late Payments. (a) Any License Fee, cost, expense or sum due from LESSEE which is not received within thirty (30) days from the date its due shall be deemed late. (b) Any payment by check which is returned for insufficient funds, or other reasons, shall incur a \$50.00 returned check fee, payable to OWNER, for each occurrence and the past due accounts and License Fee due will be subject to late payment deadlines and charges set forth herein.
- Section 9. Overtime. In addition to the Lease Fee, LESSEE shall pay to OWNER the sum of \$2,500.00 for each :30 minutes or fraction of an hour the LESSEE, or LESSEE'S artist, extends the use of the Premises beyond hard curfew of 11:00 P.M.

Section 10. Tickets.

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- (i) If tickets are sold in connection with LESSEE's use of the Premises, OWNER shall have sole supervision over the sale and collection of all tickets. Further, LESSEE will pay OWNER for ticket sale services at the following rate: zero percent (0%).
- (ii) Ticket sales shall be at such places as OWNER, in its reasonable discretion, deems appropriate. However, LESSEE may request ticket sales privileges be extended to additional persons. If OWNER grants the request, then LESSEE agrees to assume all responsibility for collection of unsold tickets or of funds from the sale of tickets from such persons and will be liable to OWNER for the value of all tickets so distributed.
- (iii) OWNER shall have the complete right to custody and control of all monies received from the sale of tickets wherever sold and admission fees wherever received. OWNER shall have the right to hold such funds for the purposes of applying the same toward payment of the Lease Fee and LESSEE'S other charges and accounts up to the amount of sums due, or to become due, to the OWNER.
- (iv) All tickets to the Event will be provided by the OWNER. The OWNER operates a computerized ticket system, or contracts for such services, which supports a series of outlets. The number of tickets printed will not exceed seating capacity negotiated. The OWNER shall provide LESSEE with an Event audit report upon which the parties will rely for settlement purposes described in Section 7. Not less than thirty (30) days prior to the Event, LESSEE shall provide to OWNER any required ticket manifest, in the format requested by OWNER, so as to finalize the ticket sales process. Not less than ten (10) days prior to the date tickets will be released for sale, LESSEE shall deliver to OWNER and/or Ticketmaster all necessary information to price the tickets.
- (v) Ticket prices will include a 3% State Sales Tax, (TAX ON TOP OF TICKET) unless LESSEE secures an exemption in writing from the State of Mississippi.
- (vi) Any complimentary admission tickets issued by LESSEE in excess of five percent (5%) of the total Event paid admissions, as calculated for each Event day, shall be deemed paid admissions and valued at the highest manifested ticket price per ticket for purpose of computing a percentage based Lease Fee. Subject to Headline Artist approval, LESSEE shall furnish to the OWNER twenty (20) sellable seats, to be selected by OWNER for the use of the OWNER and without cost to the OWNER.
- (vii) Immediately upon the close of the ticket office for each night of the Event, OWNER will tabulate ticket sales and receipts and prepare an audit report reflecting Lease Fee, ticket service charges and all other charges due from LESSEE.

Section 11. Operating Personnel, Services, Equipment and Security.

(i) The OWNER shall furnish to the Premises all customary heating, lighting, and air conditioning. OWNER shall not be liable to LESSEE for any loss suffered by LESSEE resulting from any lack of said utilities which occur as a result of an act of God, or force majeure as defined herein, or failure of equipment which occurs through no fault of OWNER, provided, however, that OWNER shall be obligated to use diligent efforts to restore such utilities and/or equipment as soon as reasonably possible.

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- (ii) OWNER shall provide, at LESSEE's expense, certain personnel and services in connection with LESSEE's Event, including, but not limited to emergency medical, ticket sellers, ushers, gatemen, doormen, program and novelty salesmen, stagehands, crowd management associates, traffic controllers, event clean up and security personnel within the Premises.
- (iii) The Facility will also provide such equipment, at LESSEE's expense, as LESSEE shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as an electronic message marquee, public address system, special electrical uses and rigging.
- (iv) Absent a documented separate agreement between LESSEE and OWNER stipulating responsibility over safety and security, OWNER shall have full command and control authority over such areas for the Event, and OWNER shall have show stop procedures for the Event, which procedures shall be made available to LESSEE upon request.

Section 12. Novelties/Concessions.

- (i) During the Event, OWNER reserves to itself the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, alcohol, flowers, candies, food, novelties or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, binoculars, cushions and similar articles; (3) to take and/or sell photographs (provided, however, that no photographs of the Event and/or performer(s) may be taken or sold without the express written consent of LESSEE); (4) to operate any checkrooms and the parking lots used in connection with the Facility; (5) to prepare, cater and serve all foods within the Facility.
- (ii) In the event OWNER grants LESSEE the right to sell, disburse, or operate any or all of the items set forth in (1) (5) above, LESSEE shall pay OWNER the amount of 15.00% of the gross receipts, less taxes, credit card commissions and bootleg security, if requested.
- Section 13. LESSEE's Personal Property. (a) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises by or for LESSEE, OWNER shall act solely for the accommodation of the LESSEE and neither the OWNER nor any of its agents or employees shall be deemed a bailee, nor be liable for any loss, damage or injury to such property, except to the extent any such loss, damage or injury arises out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors.
- (b) Any property left within the Premises by LESSEE shall, after a period thirty (30) days from the termination of this Agreement, be deemed abandoned and the OWNER shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of LESSEE. OWNER shall notify LESSEE of any property inadvertently left at the Premises by LESSEE and shall provide LESSEE with a reasonable opportunity to remove same prior to removal, storage or disposal by OWNER.
- (c) OWNER assumes no responsibility for any property of LESSEE, his/her/its agents, employees or invitees, and said OWNER is hereby expressly released and discharged by LESSEE from any all liabilities for any loss, injury or damages to said property that may be sustained by reason of the occupancy and use by LESSEE of the Facility. OWNER is not released 66014863.v1

from liability for any loss, injury or damages for intentional or negligent acts or omissions or willful misconduct of the OWNER or its employees, agents or contractors.

Section 14. Owner Objections to Event Content and Advertising. Any advertising whether television, newspaper, program, poster, outdoor, transit or other print advertising must utilize the BankPlus Amphitheater logos which are provided by and available from the OWNER.

Section 15. Public Announcements. Subject to Headline Artist approval, OWNER reserves the right to make public announcements during intermissions, if any, and other such times as will not unreasonably interfere with LESSEE's Event. Said public announcements may relate briefly to future attractions coming to the Facility, or to the welfare and safety of those attending the Event. LESSEE is prohibited from making public announcements, other than those which pertain to the Event, without prior written approval of the OWNER.

Section 16. Broadcast. The LESSEE will not broadcast, nor permit anyone else to broadcast, via radio, television, cable, satellite, internet or other electronic means, the Event, or any part thereof, produced within the Facility, unless and until the OWNER shall have given its written permission therefore. If any of the conditions of such written permission are violated, the OWNER, at its option, may at any time stop such broadcasting. Recordings or transcriptions of the Event shall not be made without the written permission of the OWNER. Under conditions when warranted, the OWNER shall determine fees to be paid by LICENSSE for any rights running to the LESSEE to make a broadcast or recording of the Event. Such fees shall be agreed upon between OWNER and LESSEE as a prerequisite to any such broadcast or recording. Notwithstanding anything contained herein to the contrary (including, without limitation, any customary retention of "origination rights" by OWNER), OWNER has no right to conduct any audio and/or video recordings of the Event, which is prohibited without the express, prior written consent of LESSEE and the Headline Artist and, as applicable, any support artist(s). LESSEE and the performing artists may photograph the Event and have use of such photographs as such parties agree among themselves. Photography of the Event by OWNER shall be subject to any restrictions imposed by LESSEE, the Headline Artist and any applicable support artists and any applicable photography agreements required by such artists. OWNER further acknowledges that the performing artists are not required to provide an audio and/or video feed to OWNER for any purpose, including, without limitation, to suites, clubs or any other areas, other than as may be required for compliance with applicable laws (e.g. an audio feed for assistive listening devices). If the performing artists choose to provide a video feed, it will be in such artists' sole and absolute discretion. OWNER shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided. OWNER is expressly prohibited from simulcasting the Event (or any portion thereof) from any approved feed to any location outside of the Facility admission gates.

Section 17. Right to Inspect. OWNER and its designees shall have the right at all times to enter the Facility to examine the same for business purposes and provided that OWNER and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy (including, without limitation, during sound checks and in private hospitality areas and dressing rooms). OWNER and its Police and Fire 66014863.v1

Departments shall work together in good faith to develop and enforce a mutually acceptable security/emergency action plan. For a violation of law, the OWNER and its designees shall maintain the right, using reasonable, non-discriminatory discretion, to eject any person or persons during an Event. In the event that such persons are employees, agents or contractors of LESSEE, OWNER shall provide LESEE with a reasonable opportunity to remedy the problem prior to the removal by OWNER. Further the OWNER shall have no obligation to enforce any policy of LESSEE.

Section 18. Default,

- (a) A default of this Agreement shall be deemed to have occurred hereunder if:
- (i) LESSEE fails to pay the Lease Fee within ten (10) days of the date its due, or otherwise fails to pay OWNER any amounts or sums to be paid by LESSEE when the same are due.
- (ii) Either party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement required of the Party, and such default continues for a period of ten (10) business days (or if a cure has not been diligently commenced within ten (10) business days if a cure is not reasonably practicable within ten (10) business days) after service by the other party of written notice of such default specifying the failure with particularity;
- (iii) Either party defaults in the performance or observance of a material term, covenant, condition or provision of this Agreement for which a cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a ten (10)-day period after service of a notice of default, and such default continues beyond the end of the 10-day period and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to complete such other action as is required to cure or remedy the default in question;
- (iv) A party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it (which petition is not dismissed within 60 days of its filing), admits in writing its inability to pay debts as they mature, or if a receiver is appointed for a substantial part of its assets.
- (b) No waiver by either party of any default or breach by that party of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by that party hereunder.

Section 19. Termination.

- (a) (i) LESSEE has the right to elect to terminate this Agreement, without cause, prior to the Term. Provided, however, that LESSEE must give OWNER thirty (30) days advance written notice of the intention to terminate this Agreement. LESSEE understands an early termination will cause LESSEE to be subject to the penalties and damages set forth herein.
- (ii) In the event LESSEE fails to pay any Lease Fee within 10 days of the date its due, or otherwise fails to

pay OWNER any amounts (including, but not limited to, the Lease Fee or food and beverage catering services) to be paid by LESSEE when such amounts are due, OWNER may, at its option, terminate this Agreement by giving LESSEE ten (10) days prior written notice.

- (iii) Either party may terminate this Agreement in the event of a default by the other party, as set forth in Section 18 upon notice thereof to the other party.
- (b) Upon the effective date of termination, specified in the party's notice to terminate, the Term shall then end as fully and completely as if that were the date herein fixed for the Term's expiration.

Section 20. Remedies.

- (a) Upon an event of termination as set forth in Section 19, LESSEE's right to the use of the Premises, and all other rights or privileges of LESSEE provided for under this Agreement, shall end.
- (b) Upon an event of termination of this Agreement due to a default by LESSEE as provided in Section 18 OWNER shall have no further obligation to LESSEE and LESSEE shall immediately pay to OWNER the sum of (i) all unpaid License Fces, (ii) all other charges due hereunder that are unable to be mitigated by OWNER after OWNER's reasonable efforts to do so, and (iii) all reimbursable costs and expenses (if any) incurred by OWNER to remove LESSEE from the Facility, including costs of moving and storing LESSEE'S personal property.
- (c) It is specifically acknowledged and agreed that upon any termination due to default by LESSEE as provided in Section 18, the License Fee due from LESSEE shall not be prorated and LESSEE will remain fully liable for all such fees due until such time as OWNER re-licenses the Premises. In the event the Premises is re-licensed, the LESSEE shall immediately pay, in lump sum, the total of any deficiency difference between the License Fee provided for by the re-licensing agreement and the License Fee herein reserved.
 - (d) Intentionally deleted.
- (e) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, in law or equity, shall be deemed to be in exclusion of any of the others provided herein or by equity. No failure or delay by the non-defaulting party to exercise any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to said party.
- Section 21. Production Requirements. LESSEE shall file with the OWNER, at least ten (10) days prior to the Event, a full and detailed outline of LESSEE's requirements for the Premises, including but not limited to all stage, sound, lighting, chair or table set-ups, and such other information as may be requested by the OWNER. All public address or sound reinforcement requirements shall be submitted to LESSEE not later than 72 hours prior to the Event and are subject to approval by the OWNER. In the event that any laws, regulations or ordinance require the securing of permits for LESSEE's Event, LESSEE agrees to be solely responsible for obtaining all necessary permits, at its sole expense, and shall indemnify and hold

OWNER harmless for any penalties suffered by OWNER as result of LESSEE's failure to secure said permits.

Section 22. Property Restriction. LESSEE shall not use, or knowingly permit the Premises to be used, for any purpose other than that set forth herein. LESSEE further covenants and agrees:

- a. To keep aisles, corridors, passages, vestibules, trails, elevators, and stairways of the Facility free and clear of obstructions and shall not use these areas other than for ingress and egress;
- b. To refrain from altering, injuring or defacing the Facility, or any part thereof, and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the Facility, or furnishings located therein, or to apply tape or other materials to the walls;
- c. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless the same has first been approved by the Mississippi State Fire Marshall and City of Southaven Fire Marshall.
- d. Intermissions, if any, shall be at the discretion of the performing artist(s) and LESSEE shall not be liable for any penalties should one not occur.
- e. No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to, the Facility without prior written approval of the OWNER. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. Notwithstanding anything contained herein to the contrary, OWNER agrees that any backlit or otherwise illuminated signage, advertising, digital/ribbon boards and/or other displays visible in the performance area of the Facility shall be turned off and house lights dimmed to agreed-upon levels (excluding emergency and safety lighting) prior to show time at a time designated by production representatives for the Event. OWNER further understands and acknowledges that the Headline Artist may have arrangements with tour sponsors. OWNER shall use reasonable efforts to facilitate and allow implementation and activation of activities associated with such tour sponsorships, if any, which may include, without limitation, temporary signs, banners, on-site product displays, interactive displays, and small product samples.

Section 23. Content Restrictions and Right to Control Facility. (i) No performance, exhibition or entertainment shall be given or held in the Facility which is unlawful. (ii) OWNER reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the Facility any objectionable person or persons. The OWNER shall not be held liable to the LESSEE for its actions under this paragraph, except to the extent any claims arise out of the negligence or willful misconduct of OWNER, or its agents, employees or contractors. (iii) Any artisans or workmen employed by LESSEE may be refused entrance by OWNER, or its employees, agents or representatives for non-compliance with the provisions of the Agreement or for objectionable or unlawful conduct. Refusal of entrance by OWNER shall be without liability on the part of the OWNER or its employees, agents or representatives. OWNER shall provide LESSEE with a reasonable opportunity to remedy any problems with its employees, agents or contractors prior to refusal of entrance by OWNER.

Section 24. Lawful Activity. In carrying out its obligations under this Agreement, LESSEE shall comply with all 66014863.v1

applicable rules, regulations, laws and ordinances of the United States, the State of Mississippi, County of DeSoto, the City of Southaven and any reasonable rules or regulations established by the OWNER. The LESSEE will not knowingly do, nor suffer to be done, anything on or within the Facility or parking area adjacent thereto, in violation of any laws, ordinances, rules or regulations. If the attention of the LESSEE is called to any violation of the same on its part, or of any person employed by it or admitted to the Landers Center or parking area, the LESSEE will promptly desist and correct the violation. The foregoing includes the requirement that audio volume (measured in decibels) conform to the limits established by the State of Mississippi Health Department. The LESSEE shall have the responsibility for obtaining all permits or licenses required of it by said laws, ordinances, rules and regulations in connection with the presentation of the Event as distinguished from the day-to-day operation of the Premises and/or the Facility.

Section 25. Insurance. LESSEE shall furnish the OWNER in advance of the Term, a certificate showing that there is in force a policy of public liability insurance in the form of commercial general liability insurance, in which the LESSEE is listed as an insured and the OWNER as an additional insured with respect to the liability assumed by LESSEE, with limits of not less than \$1,000,000 single limit and \$2,000,000 aggregate coverage for the duration of the Term. All insurance policies must reflect that it is primary and not contributory with any insurance maintained by OWNER to the extent of LESSEE's liability hereunder. The policy must also reflect coverage for bodily injury or death, including coverage for deprivation of civil rights or civil liberties, defamation of character, libel, slander and other similar causes of action. Each party waives any right of subrogation against the other party in connection with any insurance proceeds received by or due to such party. OWNER (a) maintains workers' compensation insurance as and with limits required by applicable state law(s); and (b) requires its independent contractors to maintain such coverage.

Section 26. Indemnification. LESSEE agrees to conduct its activities upon or within the Facility so as not to knowingly endanger any person thereon and to indemnify, defend and save harmless the OWNER against any and all claims, costs or expenses, loss, injury, or damage to persons or property, including claims of employees of the LESSEE, or LESSEE's contractor or subcontractors, arising out of the acts or failures to act by the LESSEE, its contractors, subcontractors, agents members or guests. The foregoing indemnity, defense and save harmless shall not extend to any claims arising out of any (a) negligence or willful misconduct of OWNER or its agents, employees or contractors, (b) structural or premises-related defects of the Facility or (c) alleged exposure of or contraction by any person present at the Event of any communicable disease or illness (including COVID-19) or any bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during or after the Event. LESSEE will not do or knowingly permit to be done anything in or upon any portion of the Facility, or bring or keep anything therein or thereon, which will in any way conflict with the conditions of any insurance policies insuring the Facility or any part thereof against loss. The presence of policemen, firemen, inspectors or representative of the OWNER shall in no event diminish or affect the duties, obligations or responsibilities of the LESSEE hereunder.

Section 27. Liens. The LESSEE agrees to pay promptly when billed by the OWNER any costs, expenses and other 66014863.v1

actual and documented charges incidental to the use and occupation of the Premises by LESSEE and to save the OWNER harmless from and indemnify it against any such cost, expenses and charge and from and against all claims, demands and liens of whatever character arising by reason of contract, express or implied, or negligence, or any other act of omission on the part of any person, firm or corporation other than OWNER, including all cost, expenses, and attorneys' fees incurred by OWNER in responding to any asserted claim, demand, or lien.

Section 28. Event Cancelation. OWNER and LESSEE have mutual approval and control over any decision or decisions related to refunds in the event of a cancellation of the Event. In the event of the cancellation of the Event, purchasers of tickets therefore shall have a period of time not to exceed sixty (60) days to apply to OWNER for a refund of the purchase price. Thereafter, all funds generated from ticket sales and not refunded shall remain the property of the OWNER, unless otherwise required by law.

Section 29. Copyright.

- (i) The LESSEE agrees to assume full responsibility for complying with, the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issued thereunder, including but not limited to the assumption of any and all responsibilities for paying royalties which may be due for the use of copyrighted work and trademarks used in connection with the Event.
- (ii) OWNER acknowledges that LESSEE currently reports and pays royalties for its events to ASCAP, SESAC and BMI on a quarterly basis through the trade association known as the North American Concert Promoters Association, and that LESSEE reports and pays royalties to GMR directly.
- (iii) Unless otherwise expressly provided herein, or otherwise agreed to by the parties, each party shall retain all right, title and interest, in and to all intellectual property held by the party, or licensed to the party, and the other party is granted no right, title, interest, or license in or to such other party's intellectual property rights.
- Section 30. LESSEE's Assurance LESSEE hereby certifies and guarantees that it has a valid contract or confirmed offer in accordance with industry custom with the performer(s), exhibitor(s), or other person(s) whose services form the basis of the Event.
- Section 31. Property Rights. Unless otherwise authorized by the OWNER, all plumbing, electrical or carpenter work required to be done to the Facility in connection with the Event (except as required for normal heating, air conditioning and lighting) shall be done or furnished by the OWNER. Any special facilities or extra services furnished or required by the LESSEE shall be agreed upon in advance by the parties hereto and payment for such items shall be agreed upon and shall not be a part of the Lease Fee.
- Section 32. Assignment. The LESSEE shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this agreement. In such event any and all payments that shall have been received by the OWNER hereunder shall be deemed to be the property of OWNER and in addition thereto LESSEE shall be liable to the OWNER for any and all damages occasioned by the attempted assignment 66014863.v1

unless assignment is approved in writing and affixed to this Agreement.

Section 33. Charitable Collections. No collections, whether for charity or otherwise, shall be made, attempted or announced within the Facility without the prior written consent of the OWNER.

Section 34. Ingress/Egress. All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of the LESSEE shall be brought into or taken out of the building only at such entrances as may be designated by the OWNER.

Section 35. Parking. OWNER reserves the exclusive right to control parking for the Facilities, including the right to contract with third parties for parking services or management. Any revenues derived from parking at the Facility shall be retained solely by OWNER unless otherwise agreed.

Section 36. Interruptions. OWNER shall retain the right to cause the interruption of the Event in the interest of a legitimate public safety risk or threat, and to likewise cause the termination of the Event when, in the reasonable judgment of the OWNER, and after consultation with the LESSEE and appropriate authorities, if feasible, based upon reasonable circumstances, such act is necessary in the interest of public safety. In such event, LESSEE waives any and all claims for damages or compensation from OWNER.

Section 37. Force Majeure. In the event the Facility or any part thereof shall be destroyed or damaged by fire or any other cause beyond the control of the parties, which shall render the fulfillment of this Agreement by either party impossible including, but without limitation thereto, defect, deficiency failure or impairment of the water supply system, drainage system, or electrical system flood, earthquake, acts of God, epidemic (including health epidemics, and without limitation, the COVID-19 pandemic), death, disability or injury of the Headline Artist(s) and/or their immediate family, condemnation by any governmental agency, then this Agreement shall terminate and the LESSEE shall be refunded any deposits paid prior to such termination. LESSEE hereby waives any claims for damages or compensation it may have against the OWNER should this Agreement be so terminated. Likewise, OWNER hereby waives any claims for damages or compensation it may have against the LESSEE should this Agreement be so terminated.

Section 38. COVID-19. Without limitation of any of the OWNER's other obligations herein, the OWNER shall be responsible for establishing, implementing and enforcing reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the Facility including, without limitation, such protocols consistent with recommendations of applicable state and local authorities and the Centers for Disease Control and Prevention ("CDC") that are designed, based on information reasonably and currently available, to reduce the risk of infection and spread of communicable diseases, including COVID-19 (collectively, "Health & Safety Protocols"). Health & Safety Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, limited food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the Facility.

Notwithstanding implementation of any Health & Safety Protocols, the parties specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely 66014863.v1

contagious disease that can lead to severe illness and death. According to the CDC, senior citizens and those with underlying medical conditions are especially vulnerable. EACH PARTY ACKNOWLEDGES ON ITS BEHALF, AND ON BEHALF OF ITS PERSONNEL, THAT IT AND ITS RESPECTIVE PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 FROM THE EVENT AND HEREBY RELEASE THE OTHER PARTY AND ITS PARENTS, PARTNERS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM LIABILITY IN CONNECTION THEREWITH.

Section 39. Rules and Regulations for Facility Use. OWNER shall retain at all times the right to manage, control and regulate the use of the Facility. OWNER may promulgate rules and regulations, from time to time, regarding the use, occupancy and operations of the Facility and shall notify LESSEE of same prior to LESSEE'S Event, LESSEE agrees to abide by all such reasonable rules and regulations as adopted by OWNER.

Section 40. Miscellaneous.

- a. Situs. The situs of this Agreement is Southaven, Mississippi, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Mississippi.
- b. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.
- c. No Agency. Nothing herein shall be construed so as to make LESSEE the agent, employee or representative of OWNER for any purpose.
- d. Waivers and Modifications. No waiver of any provision hereof, shall be effective unless stated in writing and signed by the OWNER and LESSEE. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement.
- e. Entire Agreement. This Agreement, with items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by OWNER and LESSEE.
- f. Attorney Fees and Costs. In the event that legal action is commenced to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees, costs and other legal expenses incurred as a result therefrom.
- g. Force and Effect. Agreement shall have no force or effect unless fully executed or unless performance hereunder has otherwise been completed.
- h. Severability. If any provision of this agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this agreement, or the application of the remainder of this agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.
- i. Authority to Sign. Each party represents its respective undersigned's power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under 66014863.v1

the terms or provisions of any agreement, document or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms.

j. Owner Naming Rights. LESSEE acknowledges that OWNER is bound to the marketing and advertising restrictions and prohibitions set forth in the OWNER'S Agreement with BankPlus and LESSEE agrees that it shall not act in any way act to violate said agreement or cause OWNER to be in violation of said agreement. LESSEE shall not undertake the marketing and selling of any advertising which would be contradictory to or result in any breach of the BankPlus Agreement. Further, LESSEE shall not undertake the marketing and selling of any advertising which constitutes a naming rights agreement, or partial naming rights agreement, without the express written consent of OWNER.

k. Impermissible Provisions Notice. The party/parties contracting with the OWNER is/are on notice that the OWNER is a body politic of the State of Mississippi and that Mississippi law provides that it is the duty of those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. The party/parties contracting with the OWNER is/are obligated to verify through independent legal counsel whether all provisions of this contract are enforceable as to said Bureau. Notice is given that the OWNER will not be bound to any provision of the contract which a Mississippi public entity cannot legally agree to or contract for.

l. Gun and Weapon Notice. By state of Mississippi law (Mississippi Code Annotated Sections 45-9-101 and 97-37-7 to carry a concealed firearm, or to a person lawfully carrying a firearm that is not concealed as defined by Mississippi Code Annotated Section 97-37-1; guns are permitted within the facility as both open carry and concealed (with proper permit). LESSEE, as a private entity, states that it chooses to NOT ALLOW any weapons of any kind into facility during the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by LESSEE the ___day of _____, 2025, and shall become effective and binding upon the parties upon the acceptance hereof by OWNER, as evidenced by the execution hereof by its duly authorized officer.

CITY OF SOUTHAVEN

TITLE: MAYOR

LIVE NATION WORLDWIDE, INC.

1/ 1/2

TITLE: SVP BOOKING

July 1, 2025

Live Nation Worldwide, Inc. 2821 2nd Avenue South, Suite D Birmingham, AL 35233 Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven ("Licensor") and Live Nation Worldwide, Inc. ("LN") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring James Taylor on September 13, 2025 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and LN have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

- 1. All income or losses (as applicable) to be split 50-50 between Licensor and LN, which includes:
 - · LN promoter profit or loss
 - · Facility Fee
 - Net Rent
 - Net venue Ticketmaster Royalty fee
 - Net Merchandise
 - Net Food & Beverage
- 2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
- 3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of LN which (i) is designated confidential or proprietary or (ii) LN reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LN. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would

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constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify LN of such requirement so that LN may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or LN waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaven

Title: Mayor

ACCEPTED AND AGREED:

Live Nation Worldwide, Inc.

By:

Jay Wilson Fitle: SVP Booking

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Title: (it Clerk, Date: 7/10/25			e: <u>7/10/25</u>	Sales Ma	nage	er:			_ Date	e:		. [
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- 2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
- 3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
- 4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
- 5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
- This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
- 7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

- 8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
- Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m.,
 Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at
 established overtime rates.
- 10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
- 11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
- 12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
- 13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
- 14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
- 15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
- 16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
- 17. Sales or use tax shall be added where applicable.

	oung Company							(6	15)25	5-8551		Page	1 of 2
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	Southaven					City Of S	Customer Name City Of Southaven						
Street Address						Department County Clerk's office							
8710 N	orthwest Dr					Street Add 8710 No							
City State Zip+4 Southaven MS 38671						City Southav	en				State MS	Zip+4 3867	
Contact Name Phone # Fax # Lisa Cunningham 662-280-6557						Meter Contact Phone # Lisa Cunningham 662-280-65					ax#		
Emali Icunnini	gham@southaven.or	g				Emall Icunning	ha	m@southaven.org					
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- This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
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- 17. Sales or use tax shall be added where applicable.



${ ho}AIA^{\circ}$ Document G701° – 2017

Change Order

PROJECT: (Name and address) Southaven Fire Station #5 2076 Star Landing Rd. East Southaven, MS-38672

OWNER: (Name and address) City of Southaven MS 8710 Northwest Drive Southaven, MS 38671

CONTRACT INFORMATION:

Contract For: General Construction Date: March 10, 2021

ARCHITECT: (Name and address) A2H, PLLC 1308 North Lamar Blyd., Suite 1 Oxford, MS 38655

CHANGE ORDER INFORMATION:

Change Order Number: 014 Date: July 10, 2025

CONTRACTOR: (Name and address) Nicholson Management Company Inc. P.O. Box 705 Bremen, GA 30110

THE CONTRACT IS CHANGED AS FOLLOWS:

Unsert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.) Electrical Revisions

1. Convert existing TOG room single phase circuit to a three phase circuit due to equipment provided by Owner needing three phase, \$900,00

Convert existing compressor circuit from single phase to three phase, \$1,160.00

- Add disconnect to fuel tank and install RMC to below grade box. This approach utilizes existing spare conduits per ASI 24.
- Overhead, Profit, Bond/Insurance, MPC, \$632,79

Total: \$1,367.79

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

3,871,938.00 155,580,38 4,367.79 4.031.8 86,17

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be May 20: 2022

Contractor reserves the right to additional Contract Time - DDP

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Signature)

BY: Stewart Wild, Construction Coordinator

(Printed name, title, and license number if required)

uly 11, 2025

CONTRACTOR (Signature)

Daniel Pentecost - Surety Claims Counsel

(Printed name and title)

BY: Danny Scallions, Fire Chief

(Printed name and title)

7/15/2025

7-14-25

OWNER

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RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI FOR APPROVAL OF EMERGENCY PURCHASE BY SOUTHAVEN FIRE DEPARTMENT

WHEREAS, in accordance with Mississippi Code Section 41-55-1, the City of Southaven ("City") Governing Authorities may own, maintain, and operate a public ambulance service as a governmental function, fix and collect charges therefor, and adopt, promulgate, and enforce reasonable rules and regulations for the operation of said service; and

WHEREAS, a City Ambulance was stolen and totaled, which created a need for the City to replace the ambulance; and

WHEREAS, for the City to receive an ambulance consistent with the City specifications, the average time is approximately thirty (30) months; and

WHEREAS, the City currently has five (5) ambulances in service and is now having to rely on an older reserve unit, which creates issues for the City to ensure the required ambulances are in service to protect and safety of the City citizens; and

WHEREAS, due to the City's size, population, and visitors, it is imperative that the City have at least five reliable ambulances in service; and

WHEREAS, the City currently does not have five reliable units due to one ambulance being stolen and totaled and being forced to utilize a reserved unit; and

WHEREAS, pursuant to Mississippi Code 31-7-13(k), the City Governing Authorities find that the circumstances above constitute the necessity of purchasing the Pierce Aerial on or around August 1, as an emergency exists in regard to the purchase of a fire truck and the delay incident to giving opportunity for competitive bidding is detrimental to the interest of City; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In accordance with the findings and applicable law as noted in this Resolution, the City Fire Chief and/or his designee is authorized to take any and all action to purchase the Braun Braun Chief XL Type I Ambulance on a Ford F-550 Chassis ("Ambulance") in the amount of \$356,497.00 as set forth in Exhibit A.

SECTION 2. The City Fire Chief and/or his designee is authorized to take any and all actions for the purchase of the Ambulance.

SECTION 3. On behalf of the City, the Mayor or City Fire Chief or their designee are authorized to take all actions to effectuate the intent of this Resolution.

Following the reading of the foregoing resolution, Alderman Flores made the motion to adopt the Resolution and Alderman Wheelwer seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman William Jerome	voted: YES
Alderman Judy Jenkins-Lewis	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: YES
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 15th day of July, 2025,

DARREN MUSSELWHITE, MAYOF

ATTEST:

CITY CLERK



EXHIBIT A

Proposal For: City of Southaven, MS Fire Department July 14, 2025

Braun Chief XL Type I Ambulance on a Ford F-550 Chassis

EMERGENCY EQUIPMENT PROFESSIONALS, INC.





EMERGENCY EQUIPMENT PROFESSIONALS, INC.

HORN LAKE, MS . PELHAM, AL . RICHLAND, MS . MOBILE, AL

6441 HWY 51 N HORN LAKE, MS 38637 662-280-4729 • FAX 662-342-7251 www.emergencyequipment.us



July 14, 2025

Southaven Fire Department Chief Danny Scallions:

Thank you for allowing us to participate in the vendor selection process and giving us the opportunity to earn your business. This proposal packet has been assembled for you to keep as a reference as you work to select the best truck to serve the department and City of Southaven, Mississippi.

This proposal is for a truck that is currently in-stock and available for immediate delivery to your department. While it is a stock truck, this truck is built to the same high standards and quality manufacturing that you would expect from a Braun ambulance. Also, this truck was not designed as a low-cost design, but was instead loaded with many additional features to ensure top performance for the end user. Enclosed is a proposal for a **Braun Chief XL Type I Ambulance on a Ford F-550 4x4 Chassis**.

As you look throughout this proposal, you will notice that Braun offers a wide range of ambulance designs, safety innovations, and certified testing documentation. As your dealer, you can rest assured service after the sale is our top priority. EEP has a large team of dedicated professionals to serve you, including a local service center just a few miles from the department. We guarantee that no other apparatus manufacturer or dealer will work harder for you throughout the entire life of the vehicle.

I highly recommend keeping the following items in mind as you make your vendor selection:

- Crew Safety
- Ease of Operation
- Proven Performance

- Truck Option Content
- Maintenance / Operational Cost
- Dealer Support

This proposal is outlined in sections containing the following items:

- 1. Proposal Pricing
- 2. Proposal Specifications
- 3. Warranties

- 4. Purchasing Terms
- 5. Certifications
- 6. Literature

Once again, thank you for this opportunity and we truly look forward to earning your business.

Sincerely,

Tucker Kuntz

VP, Sales

	<u> </u>
EXHIBIT A	
PROPOSAL PRICING	
	



Proposal Date: July 14, 2025

Equipment Proposal

Proposal # 10667

Customer: City of Southaven, MS Fire Department

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Qty	Product Description & Options	Price						
1	Braun Chief XL Type I Ambulance on a Ford F-550 4x4 Diesel Chassis	\$ 356,497.00						
	Job # 10667							
	Pricing includes graphics package to match fleet and adding Opticom system.							
	Unit located in Horn Lake, MS and available for immediate delivery.							
	*Stock unit availability subject to prior sale							
	Total:	\$ 356,497.0						
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EXHIBIT B
PROPOSAL SPECIFICATIONS



Proposal Specifications for City of Southaven, MS Fire Department

Name

Specifications

SELECT by Braun - XL1

SELECT

-72" Headroom

-169"L Full Seam Welded Module

Braun - KKK Change Notice

Item Number

Name

00-01-0001

GENERAL CONDITIONS

PURCHASER: The "Purchaser" who is hereinafter described as an individual, or a group of individuals who represent the interest of a City, Borough, County, Parish, State, or Private enterprise AND has been charged with the responsibility of purchasing one or more emergency medical ambulance(s).

BIDDER: The "Bidder" is hereinafter defined as the ambulance manufacturer and/or it's authorized Representative/Dealer.

BIDDER'S INSTRUCTIONS

Bidders will thoroughly examine all drawings, specifications, schedules, instructions and any other documents supplied as part of this invitation to bid and will make all investigations necessary to thoroughly inform themselves regarding the content of the written specifications, drawings, and instructions supplied herein. No plea of ignorance by the bidder pertaining to the content of the specifications, drawings, schedule, or instructions will be considered by the purchaser on the deadline, if bid submission has occurred. Failure or omission on the part of the bidder to make the necessary examinations and investigations into the content of the specifications AND make all clarifications or explanations of exceptions and conditions that exist or that may exist hereafter will NOT be accepted as a basis for making variations to the requirements of the purchaser or compensation to the bidder.

CLARIFICATIONS: Clarifications will be written correspondence between the bidder and the purchaser. A clarification will include the page number, paragraph number, the text with unclear content (as written in the specification) and the definition of the clarification provided.

The Purchaser's clarifications will be documented in writing and distributed to all qualified bidders at least two business days prior to the deadline for bid submission. EXPLANATION OF EXCEPTIONS: Bidders may take exceptions to any part of the bid contained herein with a written itemized schedule. The schedule will include the page number, paragraph number(s), the text that the bidder feels he cannot comply with and an explanation why the bidder feels that the requirement is not in the best interest of the purchaser AND/OR an alternate bidder solution. Alternate bidder solutions may be considered by the purchaser, if the bidder can show the purchaser that the alternate solution is, in quality and quantity, equal to OR better than the specified item. Explanations of exceptions taken must be documented and submitted with the bid proposal on or before the bid submission deadline.

PURCHASER'S INTENT

The intent of the specifications supplied herein is to purchase an ambulance with the highest level of quality and engineering excellence. The intent of this vehicle is centered on the patient's need for pre-hospital care, in conjunction with a safe working environment for the Emergency Medical Personnel.

NO ALTERNATE BIDS TAKING TOTAL EXCEPTION



Proposal Specifications for City of Southaven, MS Fire Department

BID PACKAGES WILL NOT TAKE TOTAL EXCEPTIONS: Bidders are required under this bid invitation to give, for the consideration of the purchaser, a proposal that will comply with the written specifications, drawings, and schedules supplied herein. The specifications supplied represent a compilation of input from all disciplines of users, patients, maintenance and management personnel who are directly affected by the vehicle performance. All the personnel who have direct working contact with the vehicle specified herein base careful consideration pertaining to safety, configuration, construction, and workmanship on working experiences. The intent of this ambulance was created as a result of resolving issues and improvement suggestions that have originated from the personnel most QUALIFIED to make such input. The purchaser makes no claim that potential issues or improvements are included in the specifications supplied herein. The purchaser will consider any valid concern by any bidder and will consider only minor specification exceptions or alternates of equal or better performance, provided that the exceptions are steered toward meeting the intent AND the exceptions are submitted with the final bid proposal on or before the bid

CAUTION: A bidder who submits a bid that takes "Total Exception" and makes an offering of some "Standard" or "Stock" unit will be viewed by the purchaser as a bidder who did not make, and is not prepared to make, a valid bid, and is not qualified to manufacture the ambulance as specified herein. Alternate bids will NOT be considered. INTER-AGENCY AGREEMENTS (PIGGY-BACK)

It is the intent of this bid document to make available to other government entities, by mutual agreement with the successful Bidder, the right to purchase the same or like equipment and or products, at the prices quoted for the period of the contract. Each Bidder will indicate in the bid proposal, if the Bidder will honor other political subdivision's orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a "Piggy-Back" Bid.

VENDOR QUALIFICATIONS

deadline.

Regardless of chassis purchased, all bidders will be members in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (Q.V.M.). Certification verification will be provided with the bid response. If for any reason the Q.V.M. Certification was withdrawn or suspended by Ford Motor Company within the past five years, the bidder will supply a full written explanation of the Q.V.M. withdrawal or suspension and any corrective actions taken to regain Q.V.M. Certification.

PRODUCT LIABILITY INSURANCE

A Certificate of current liability insurance, with a Twenty-one Million Dollar minimum will be supplied with the bid submission. The certificate of insurance will bear the insurance carrier's name, address, and phone number. The Certificate will also bear the name and address of the insured. This document will contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date, and the individual limits of liability.

CHASSIS POOL

The bidder will be a member of the Ford Motor Company's and/or the General Motor Company's Chassis Bailment Pool, regardless of the chassis specified within this specification. The bidder will provide a current Ford Motor Company and/or General Motor Company's Pool account number to the purchaser upon request.

AMBULANCE SPECIFICATION

All ambulance modules in this specification must be built in the United States of America. **PRODUCT TESTING**

AMBULANCE MANUFACTURER'S DIVISION: The Bidder will be a member in good standing



Proposal Specifications for City of Southaven, MS Fire Department

with the National Truck Equipment Association (N.T.E.A.) and the Ambulance Manufacturer's Division (A.M.D.) of N.T.E.A. The bidder will supply a letter with the bid response to verify current membership in both the N.T.E.A. and the A.M.D.

SAE J3057: AMBULANCE MODULAR BODY EVALUATION-QUASI-STATIC LOADING FOR TYPE I AND TYPE III MODULAR AMBULANCE BODIES

SAE J3057 — The ambulance described herein will be tested and pass all requirements of SAE J3057: Ambulance Modular Body Evaluation-Quasi-Static Loading for Type I and Type III Modular Ambulance Bodies. The test results will be certified by an independent engineering firm not directly associated with the Ambulance Manufacturer. These certified test results will be supplied to the purchaser upon request.

ROLLOVER CRASH TEST

The manufacturer will perform a dynamic rollover crash test with video documentation to be provided to the Purchaser upon request. Crash tests will be performed within a controlled and repeatable environment. All testing will be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation

SAE J211-2 Instrumentation for Impact Test – Part 2: Photographic Instrumentation

SAE J21733 Sign Convention for Vehicle Crash Testing

SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

SIDE IMPACT CRASH TEST

The manufacturer will perform a dynamic side impact crash test with video documentation to be provided to the Purchaser upon request. Crash tests will be performed within a controlled and repeatable environment. All testing will be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation

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SAE J21733 Sign Convention for Vehicle Crash Testing

SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

NON-COLLUSIVE BID CERTIFICATION

By submission of this bid response, the Bidder and/or Bidder's authorized representative(s), certify under penalty of perjury, to the best of their knowledge and belief the following:

- A. The prices in this bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and;
- B. Unless otherwise required by law, the prices which have been quoted in the bid response have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the public bid opening, either directly or indirectly to any competitor, and:
- C. No attempt has been made or will be made by the Bidder, for the purpose of restricting competition, to induce any person, partnership, or corporation not to submit a bid response.



DEBARMENT STATUS

By submission of this bid response, the Bidder and/or it's authorized representatives, certify under penalty or perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or bidding on contracts from any agency within the home state of the purchaser, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of the purchaser.

DELIVERY STATEMENT

The bidder will state the number of calendar days required for delivery of the completed				
ambulance, after receipt of an orde	er and receipt of chassis by the manufacturer.			
Delivery will be within	calendar days after receipt of order and			
receipt of chassis. (State number of	calendar days)			

REQUIRED DELIVERY ITEMS

REQUIRED DELIVERY ITEMS: Upon a successful bid award, the vendor will provide the following to the purchaser, upon ambulance delivery:

- 1. Manufacturer's Quality Assurance Vehicle Testing and acceptance documents.
- 2. One (1) copy of conversion parts, service, and operational manuals.
- 3. OEM Chassis Owner's Guide materials as provided by the chassis manufacturer.
- 4. One (1) copy of "as built" customized electrical schematics for the ambulance conversion.

PURCHASER'S RIGHTS

ACCEPTANCE OR REJECTION: The Purchaser reserves the right to accept or reject any and all bids as deemed to be in the best interest of the purchaser and is not bound to accept the lowest bid.

BID PROPOSAL TIME LIMITS: All bids submitted to the purchaser will remain in effect for a minimum period of (30) thirty calendar days.

BID WITHDRAWAL: Only written bid withdrawal requests will be accepted by the purchaser. Bid withdrawals received less than (3) three working days prior to the advertised bid opening will not be accepted.

FORCE MAJEURE

Company will not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices. Any delays of subcontractors occasioned by any of the causes specified in the immediate preceding clause.

00-01-0006

DYNAMIC SIDE IMPACT & ROLLOVER TESTS

Bidder will perform Dynamic Side Impact & Rollover Tests with same module that was involved in side impact crash test. This module must be the same brand, make, and model for both tests. Video documentation to be provided to the Purchaser upon request. Crash test will be performed within a controlled and repeatable environment, validated by a third-party testing facility.



00-01-0017 BIDDER IS KKK-A-1822F AMENDMENT 1 COMPLIANT

80-10-0000 KKK-A-1822F COMPLIANCE PACKAGE

> A KKK-A-1822F compliance sticker, electrical load analysis sticker, and payload sticker will be installed in the oxygen compartment. Any deviations from KKK-A-1822F will be

listed in the vehicle delivery packet with a notation on the-compliance sticker.

00-01-0029 NO CONTRACT REQUIRED

00-01-0053 NO BOND REQUIRED No Bond is Required

Braun - Chassis

Item Number Name

MODULE_XLF4

TYPE I - AMBULANCE - CHIEF XL I FORD - 72 INCH INTERIOR HEADROOM

SPECIFICATION INTENT: Type I, 169-inch module, constructed with not less than 72inches interior module height, an overall length of 307-inches, an overall width of 98inches and an overall exterior height not to exceed 112-inches. Manufactured in Van

Wert, Ohio, USA,

CH_F4550L

50-550

CHASSIS - FORD F550 193" WB 4X4 DRW (108 C.A.) DIESEL ENGINE

FORD F550 CHA5SIS CAB, 193" WB 4X4 DRW (108" C.A.)

SPECIFICATION FOR GENERAL REFERENCE ONLY

MECHANICAL

- Axle -Mono-beam front axle w/coil spring suspension
- Battery Batteries Dual 750 CCA
- Brakes Four-wheel Disc Brakes; Anti-lock Brake System (ABS)
- Electronic Shift-On-the-Fly (ESOF) (4x4 only)
- **Emission 50-State Emissions System**
- Engine 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20 (*99T*)
- Engine block heater (*41H*)
- Operator Command Regeneration (*98R*)
- Rear-axle "Standard" width 4.10 Limited-slip w/DRW (*X4N*)
- Tires 225/70Rx19.5G BSW Traction (THB)
- Transmission TorqShift® Ten-Speed automatic w/Selectable Drive Modes (*44G*)

FUNCTIONAL

- Alternator: 397 amp (*67B*)
- Ambulance Prep Package (*47L*)
- Hood release
- Horn dual electric
- Intelligent Oil-Life Monitor
- Shock absorbers heavy -duty gas
- Sirius XM® Radio (Note: Includes a 6-month prepaid subscription. Service is



not available in Alaska or Hawaii)

- Spare Tire, Wheel and Jack (Excludes carrier; includes Hydraulic Jack (*512* *61J*)
- Springs, rear auxiliary
- Stabilizer bars front rear
- Trailer Brake Controller
- Transmission Power Take-Off Provision (62R)

EXTERIOR

- Bumper front, chrome
- CAL SER VEH EXP (*936*)
- Color Oxford White (*Z1*)
- Fender vents front
- Front License Plate Bracket
- Fuel Tank 40 gallon aft axle
- Glass privacy
- Grille two (2) bar, bright chrome
- Preferred Equipment Package XLT Trim (*663A*)
- Scuff plates front, color-coordinated
- "Three Blink" Lane change signal
- Tow hooks front (2)
- Trailer wiring 7 wire harness w/relays, blunt cut labeled
- Wheels 19.5" Forged Polished Aluminum w/bright hub covers (64D)
- Manual Locking Hubs (4x4)
- Windshield Wipers intermittent

INTERIOR/COMFORT/CONVENIENCE

- 4.2" LCD Productivity Screen in IP Cluster w/Compass display
- 12V Power point, auxiliary
- Adjustable Gas / Brake Pedal (62M)
- Air conditioning single-zone, manual
- Air conditioning vents black w/chrome ring and knob
- Auxiliary audio input jack
- Cabin Air Particulate Filter
- Carpet Delete (*166*)
- Coat hooks, LH/RH color-coordinated
- Dash top tray
- Daytime Running Lamps (DRL) (*942*)
- Dome lamp LH/RH door activated I/P switch operated w/delay
- Door locks w/ backlit switches
- Door-trim soft armrest, grab handle, power window/lock switches and



reflector; front map pockets

- Gauges Meters Fuel, Transmission temperature, Engine coolant temperature, Oil pressure (gas engine), and Turbo (diesel engine) gauges, Speedometer, Odometer, and Tachometer
- Handles, grab driver front-passenger Handles, roof ride frontpassenger (also over rear-doors on Crew Cab)
- Headrests driver and passenger 4 way adjustable
- Map lights dual (front and rear w/Crew Cab)
- Mirror rearview 11.5" day/night
- Outside Temperature Display
- Power Equipment Group 1ST row (front-seat) windows w/one-touch up/down, power 2ND row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches accessory delay
- Seat –Front, high-series cloth 40/20/40 medium earth grey (*3S*) split bench - 20% center under-seat storage, – w/center armrest, cupholder and storage (manual lumbar – driver's side) — Four-way adjustable driver/passenger headrests
- Steering power
- Steering wheel Black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors color-coordinated cloth, driver w/pocket, both driver and passenger w/covered mirrors
- Upfitter switches 6 located in Overhead Console
- Power windows w/backlit switches

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- AutoLamp Auto On/Off Headlamps with Rain lamp Wiper activated Headlamps
- Belt-Minder[®] (front safety belt reminder)
- Driver and passenger frontal and side airbag/curtain; passenger side deactivation switch
- Headlamps Quad beam jewel effect halogen
- Lamps Roof marker/clearance LED
- Mirrors manually telescoping (*54K*)/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- MyKey® owner controls feature
- Remote keyless entry and Perimeter anti-theft alarm
- 5afety Belts color-coordinated w/height adjustment (front-outboard seating positions only)



- Safety Canopy® System
- SecuriLock® Passive Anti-Theft System (PATS)
- Stationary Elevated Idle Control (SEIC)
- SOS Post-Crash Alert System™

DRIVER ASSIST

- Automatic High Beam standard
- Cruise Control (steering wheel mounted)
- SYNC® 3 Enhanced Voice-Recognition Communications and Entertainment System with 911 Assist® and AppLink®, Apple CarPlay™, and Android Auto™

WEIGHT RATINGS

- FRONT AXLE WEIGHT RATING 7000 lbs.
- REAR AXLE WEIGHT RATING 13660 lbs
- GROSS VEHICLE WEIGHT RATING 18000 lbs

15-00-0010

FUEL TANK - FULL UPON FACTORY RELEASE

The chassis fuel tank of the completed unit will be full at time of release from the ambulance manufacturer's facility.

20-10-0603

ENGINE BLOCK HEATER - OEM PLUG

An engine block heater will be included in the chassis with the 125 VAC power cord.

20-20-0252

HEAT SHIELDS, PROTECTIVE

Aluminized steel protective heat shields will be installed to the upper laterals above the exhaust system to help protect the module from the chassis exhaust system heat. This will meet OEM guidelines for heat shields.

20-20-0277B

HIGH IDLE SYSTEM - B

A high-idle module will be added to the chassis. The high idle will be engaged automatically by the M-Tech system when all chassis parameters are met. Chassis parameters include but not limited to vehicle in park, service brake not depressed, accelerator not depressed, parking brake set and battery voltage. High-idle may also be activated by the M-Tech heat or A/C. FORD F-SERIES ONLY: A high-idle/parking brake module will be added to the chassis The chassis parking brake signal will also be provided by this module.

20-01-0105

SUSPENSION - LIQUID SPRING TYPE I

A CLASS®, or Compressible Liquid Adaptive Suspension System, will be provided and installed. Utilizing a strut, with a compressible fluid as the spring/damping medium, and its sophisticated on-board microprocessor, CLASS® adapts the entire vehicle's response to road variations and the driver. Unlike current steel and air sprung suspension systems, CLASS® can automatically and instantaneously change the spring stiffness and damping at each wheel over a very broad range with minimal power consumption while the vehicle is being driven and without driver intervention. The system will include an automatic lowering feature, which is activated by opening the rear patient compartment doors. There will be a switch near the rear doors which will defeat the lowering feature.

20-10-0206

BATTERY - TWO SYSTEM - F SERIES CHASSIS

The vehicle will have a 12 V two (2) battery system rated at 1500 cold cranking amps.



	Both batteries will be securely installed in the Ford OEM locations, under the vehicle hood.
20-21-0101	FLOOR CONSOLE F450/F550 STANDARD CONSOLE - ALUMINUM A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish will be installed in the cab. The console face plates will be removable for accessibility and serviceability. The Console System is to be SAE J3043 Ambulance Equipment Mount Device or Systems compliant and will be labeled with its weighted capacity.
30-10-0012	AIR HORNS - BUELL DUAL TRUMPETS 10" and 12", UNDR BMPR W/SW Air horn switch located by the siren control head. A Buell air horn system with dual trumpets, one (1) 10" and one (1) 12", will be mounted under/through the front bumper (to accommodate chassis options), one (1) each side. The compressor with cover will be installed per drawing. The air horns will be activated by a push button located on the MCC (master control console) unless otherwise stated.
HVAC_EC_01 30-10-0030	HVAC - COMPRESSOR - SECONDARY ENGINE DRIVEN - T1 DIESEL The chassis will be equipped with a separate engine mounted compressor to provide air conditioning to the patient compartment. BACKUP ALARM
	An (OSHA approved) back up alarm will be installed with a disable control for silent backing. The disable control will be located on the MCC (master control console). The back up alarm system will automatically reset to the "on" mode when the transmission is taken out of reverse.
20-30-0806	RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE Aluminum diamond plate running boards with a star punched non-skid surface will be provided on the cab. The running boards will be dip anodized after they are formed to retain finish and increase corrosion resistance.
40-10-0117	DEF TANK FILL PROTECTOR - STAINLESS STEEL A stainless steel DEF tank fill protector will be provided and installed.
40-10-0112	FUEL FILL PROTECTOR - STAINLESS STEEL A stainless steel fuel fill protector will be provided and installed.
30-10-0756	HOWLER - SIREN & SPEAKER SYSTEM / OPERATED VIA CONTROL SCREEN The Whelen Howler siren and speaker system will be provided and installed. The Howler works with the siren amplifier to provide deep, low frequency tones, which are able to penetrate other vehicles, alerting drivers and pedestrians of your approach. Siren will be activated by control screen.
30-25-0201	LIGHTS RUNNING BOARD -WHELEN MINI-LED One (1) pair of Whelen white Mini-LED's will be installed one (1) each side, low on the module front, as running board lights. The lights will activate with the cab door switches.
20-30-0202	MIRRORS, EXT OEM MANUAL TELESCOPNG WREMOTE & HEAT The chassis will have OEM manual telescoping, folding trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals.



20-30-0261

OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock)

The OEM auto-lock feature will be disabled.

20-20-0281

SECURITY SYSTEM - ANTI THEFT- IGNITION OVER RIDE

A Sound-Off Ignition Security System (ETISSO) designed to minimize vehicle theft at an emergency scene when there is a need to keep the vehicle running, will be installed. By flipping a switch, the key can be removed with the vehicle running. If the brake pedal is touched, or the shift lever passes through reverse prior to inserting the ignition key and turning to the "on" position, the vehicle automatically shuts off.

30-10-0753

SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE (Meets CA Title 13)

A Whelen 295-HFSA7 remote dual siren amplifier will be flush-mount

A Whelen 295-HFSA7 remote dual siren amplifier will be flush-mounted in the master control console located in the cab. The siren will be capable of hands-free operation and will be equipped with a noise canceling microphone. Note - Meets CA Title 13. Some features of this siren include:

DUAL 200 WATT, FLUSH MOUNT SIREN with REMOTE SIREN AMPLIFIER

- Six function siren plus radio repeat and public address.
- Operates two 100-watt speakers.
- Operates in dual (outputs 2 independent siren tones creating rich harmonic dual tone sound) or mono sound modes.
- External dip switch programmable siren tones.
- PTT (push to talk) switch on microphone overrides all siren functions.
- Removable unidirectional microphone with adjustable microphone volume adjustable preset radio repeat volume.
- SI TEST®, silent diagnostic test.
- Quick disconnect plug for ease of service or replacement.

12 Siren Tones

- Air hom
- Wail
- Yelp
- Piercer
- · Manual Coast to Stop
- Manual
- Mechanical Coast to Stop
- Hi/Low.
- Yelp 249
- Warble
- Whoop
- Mechanical Tone

30-10-0812

SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER

Two (2) Cast Products - 100-watt siren speakers, will be installed in outer ends of the front bumper (or to accommodate chassis options).

20-30-0400

TIRE PRESSURE MONITOR - QuickPressure

A QuickPressure tire pressure monitoring system will be installed. The system consists of tire pressure caps which display green, green/red, and red indicators based on tire



pressure.

- Full green indicates the pressure is correct
- Partial green/red indicates that the tire is under-inflated by as little as 10%
- Full red indicates that the tire is under-inflated by 25%

Important: This device ONLY check your tire UNDER pressure, it does not check your tire OVER inflated.

20-40-0203

WHEELS, FORGED POLISHED ALUMINUM - 19.5 - F450/550 193" WB 19.5" forged, polished aluminum wheels with bright hub covers / center ornaments will be provided on front and rear outer steel inner wheels. Valve stem extensions will be included.

Braun - Electrical

<u>Item Number</u> Name

30-06-0001

ELECTRICAL SYSTEM - MICRO PROCESSOR BASED

A microprocessor based multiplex system will be installed to control the electrical functions. The system will include load management, load shedding, power modulation, load sequencing capabilities and provide on-board diagnostics with real-time status reporting. The system will consist of one (1) color control console in the cab with module warning display with video input and monitoring capabilities, one (1) color control console in the patient compartment, and a total of five (5) control nodes: four (4) High Content nodes and one (1) Low Content node. Bidders who propose any other proprietary electrical system will be considered as non-compliant. Documentation required with bid submission. Bidder must supply with his/her bid proposal, a listing of not less than 1500 ambulances produced with manufacturers electrical system within the past 5 years. The documentation will include a production order number, the purchaser's agency name, and the date the ambulance was delivered. Bids submitted without this documentation will not be considered.

30-10-0110

ELECTRICAL CIRCUITS

All electrical circuits will have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements. All added on wiring (18 GA through 10 GA) will be color coded and stamped with code numbers and functions every 4" for easy identification (all other wiring will be color coded). SLX high temperature thermoplastic cross link wire will be used, insulated cable will be used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom will be used on all harnesses.

30-06-0126

ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM

The Power Distribution Quarters (PDQ) will hold electrical components, (i.e, power distribution nodes, circuit breakers, etc.). The electrical compartment will have a hinged door with two (2) chrome locking lever latches and be will located on the partition wall behind the attendant seat.

30-06-0325

FLASHER - MULTIPLEX ELECTRICAL SYSTEM

The flasher will be provided within and programmed by the multiplex electrical system.

30-06-0350

FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM

The headlights (high beams) will be programmed through the multiplex system to alternate flash (wig-wag), activated by a switch on the master control console screen labeled "Flashing Headlights", with the ignition on and module power and emergency



	master switches enabled. The flashing headlights are to be disabled when the low or high beams are activated. They are also disabled when the transmission is placed in the neutral/park position. The flashing headlights will have the capability to be reactivated with the "park override" switch in the "on" position if the low and high beams are off.	
30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER-GFCI A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection will be installed in the load center for the shoreline circuit.	
30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM A disconnect to keep the system power engaged after the ignition is switched to the "off" position.	
30-06-0575	REVERSE -TRANSMISSION- FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM The system will be programmed to provide activation for the rear outboard warning lights, the rear side warning lights, the rear scene lights, and the rear side scene lights, when the transmission selector lever is placed into "reverse" position.	
30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM One (1) spare 15-amp circuit will be provided.	
30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM All wiring harnesses will be connected via quick connect circular plug connectors.	
30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM One (1) digital voltmeter will be provided on the master control console screen.	
30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM A digital warning display will be integrated into the cab display console and programmed through the multiplex system to provide visual and audible indications for: Parking brake set condition, Parking brake release condition, Patient status alarm (four color with reset capability), Individual outside storage compartment "door open" warnings in vehicle outline form, Low voltage alarm, Low oxygen pressure alarm.	
30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM A single emergency master switch will be supplied for activating all the emergency warning lights and will be provided on the master control console screen. The emergency master switch will activate the module power automatically. There will also be an Emergency Master Menu button which will allow access to individual warning light functions.	
30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM The switches on the master control console and attendant control panel screens will have dimmable perimeter backlighting for easy identification.	
30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM A module power switch for the electrical system will be provided on both the Master Control Console and the Attendant Control Panel screens.	
30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM The Attendant Control Panel (ACP) will contain a color micro processor screen, which will	



	control all equipment installed in the patient compartment.
30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM A park override switch, located on the master control console screen, will reactivate all lights disabled when the transmission is placed in the neutral/park position.
30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM The load manager-sequential switching system will be controlled by the microprocessor based electrical system. The emergency master button will control the sequential switching of the emergency lights and/or other warning devices. The load manager will automatically shed non-critical electrical loads during low voltage conditions to help prevent electrical system overload when the vehicle is stationary, and the transmission is in the park position.
30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM Activation of the switch on the master control console screen will disable all forward-facing clear warning lights.
30-06-0076	MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM A floor mounted Master Control Console (MCC) will be located in the cab. The console will house the siren and the color microprocessor display screen, which will control all the Emergency Warning functions as well as also being able to control the Patient Compartment lighting and module heat/ac functions.
30-06-0475	CURBSIDE SCENE LIGHTS ON WITH CURBSIDE DOOR The Curbside scene lights will be programmed to activate when the Curbside door is in the open position.
30-06-0500	REAR SCENE LIGHTS ON WITH REAR DOORS OPEN The rear scene lights will be programmed to activate when the rear doors are in the open position.
30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM A disable switch will be installed at the rear door area to disable the rear scene lights.
30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM A disable switch will be installed at the curbside door area to disable the curbside scene lights.
30-07-0001	CONTROL SCREEN, MCC A interface module / display screen will be provided and installed in the cab.
30-07-0003	CONTROL SCREEN, ACP A interface module / display screen will be provided and mounted on an angled flip - down panel with chrome lever latches, in the patient compartment ACP area.
30-07-0010	CONTROL SCREEN, CURBSIDE, FIXED ANGLED MOUNT A interface module / display screen will be provided and installed on fixed angle panel at the head of the squad bench.



30-10-0901

SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES

A switch will be located at the curb and rear entry doors that will allow activation of the electrical system. There will also be a check out light switch located at the curb and rear doors that will allow activation of the LED angled lights prior to entering the module. The system will be programmed to shut down automatically after 15 minutes unless the ignition is on.

30-06-0050

DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM

The OEM Daytime Running Light Headlights, for daytime operation when transmission is placed in drive, as a feature of the multiplex system. (if not standard on the chassis). The OEM Daytime Running Light Headlights will be activated, for daytime operation, when transmission is placed in drive as a feature of the multiplex system. (if not standard on the chassis).

30-10-0068

CAMERA REAR VIEW - SINGLE SYSTEM - CONTROL SCREEN

A color camera system, connected to the cab control screen, will be installed, providing rear view monitoring to the rear exterior of the module. The camera will be connected to the video input provided in the cab's control screen. This camera image will automatically be displayed on the MCC control screen when the vehicle is placed in reverse. The control screen will resume normal operation when the vehicle is taken out of reverse. Camera alignment will be conducted at final inspection, if applicable.

30-10-0915

SYSTEM AUTO ACTIVE WITH ENTRY DOOR OPEN OR UNLOCK SIGNAL

The system will auto activate when a module entry door is opened or when a door unlock signal is received.

30-10-0585

USB - DUAL OUTLET, ONE (1) INTERIOR LOCATED ON CONSOLE

One (1) dual USB port outlet, 5 volt / 2.1 amp, will be installed on the Master Control Console in the cab. The outlet will have power and ground for charging equipment, such as cell phones, iPad, etc..

USBAA101

OUTLET, USB - ONE (1) DUAL - PRIMARY ACTION AREA

One (1) dual USB port outlet, 5 volt / 2.1 amp, will be installed in the vehicle, located on the streetside primary action area in the patient compartment. The outlet will have power and ground for charging equipment, such as cell phones, iPad, etc.

125AA101

OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - LEFT WALL ACTION AREA

One (1) 2-wire +plus ground 125 VAC hospital grade duplex outlet will be installed in the street side wall in the primary action area, with wiring connected to the shoreline. An indicator lamp will be located within the 125 VAC outlet as a line monitor to indicate a live circuit. The outlet will be labeled, "125 VAC".

125AA201

OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - SECONDARY ACTION AREA

One (1) 2-wire +plus ground 125 VAC hospital grade duplex outlet will be installed in the street side wall in the secondary action area, with wiring connected to the shoreline. An indicator lamp will be located within the 125 VAC outlet as a line monitor to indicate a live circuit. The outlet will be labeled, "125 VAC".

125IF201

OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - FRONT WALL CABINET

One (1) 2-wire +plus ground 125 VAC hospital grade duplex outlet will be installed in the front wall cabinet, with wiring connected to the shoreline. An indicator lamp will be



located within the 125 VAC outlet as a line monitor to indicate a live circuit. The outlet will be labeled, "125 VAC". 30-10-0258 INVERTER, VANNER - 1100 WATT, LIFESINE LSC 12-1100-DC CHARGER A Vanner LifeSine LSC 12-1100-DC, 1100 watt inverter with battery conditioner/charger, will be provided and installed per drawing (non-hardwired). 30-10-0250 INVERTER, TO BE ON WITH THE IGNITION The mod power, and any option associated with auto on when mod power is engaged. will also come on with ignition. If mod power is turned off while ignition is on, turning mod power back on will also re-engage the inverter power. 30-10-0271 **INVERTER COVER - EXPANDED METAL** An expanded metal cover will be provided and installed over the inverter. 12VAA101 OUTLET, 12VDC - ONE (1) - LEFT WALL ACTION AREA One (1) 12 VDC power point outlet will be installed in the street side wall in the primary action area. The outlet will be labeled, "12 VDC". A Schottky diode medical isolator will be provided to protect the 12 VDC outlet. 12VIF201 OUTLET, 12VDC - ONE (1) FRONT WALL - CABINET One (1) 12 VDC power point outlet will be installed in the patient compartment, in the front wall cabinet. The outlet will be labeled, "12 VDC". A Schottky diode medical isolator will be provided to protect the 12 VDC outlet. 30-12-0001 RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT - YELLOW COVER A Kussmaul super auto eject shoreline inlet receptacle with yellow cover will be installed on the module exterior per the drawings. The receptacle will be equipped with an integral dynamic disconnect. The 125 VAC, heavy duty 20-amp circuit breaker will have GFCI protection and will be connected to the lighted 125 VAC patient compartment outlet(s). A mating connector will be shipped loose with the completed ambulance. 30-10-0094 SHORELINE INDICATOR LIGHT- ALLIED VCC GREEN MINI NEON - EXTERIOR MOUNTED An Allied VCC green mini neon indicator light will be installed on the module and located near the shoreline inlet. The indicator will illuminate when shoreline power is present at the inlet. 30-10-0657 RADIO ANTENNA BASES - TWO (2) The coax cable(s) will terminate in radio cabinet. If no radio cabinet is present, they will terminate behind the drivers seat in the cab. Two (2) antenna bases with attached coax cables will be installed on the module roof. The coax cables will terminate in radio cabinet. If no radio cabinet is present, they will terminate behind the drivers seat in the cab. Access to the antenna bases will be through adjacent module interior dome lights. 30-10-0299 LIGHT, ATTENDANT CONTROL PANEL AREA - TECNIQ SILHO-X LED - WARM WHITE A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, will be mounted above the left wall forward action area counter. The light will be operated through a button on the control screen screen labeled "Attendant Light" 30-10-0310 LIGHT, LED ELECTRICAL COMPARTMENT -PDQ A 12 VDC LED light will be located in the electrical compartment. The light will be wired

"battery-hot" to activate when the power distribution quarter's door is in the open



position. The light will be off when the door is in the closed position.

30-11-0106

LIGHTS, DOME LED (8) WHELEN SUPER LED

Eight (8) Super LED dome lights, Whelen #80C0EHCR, will be provided in the patient compartment. The dome lights will be controlled by separate switches for the left bank and right bank of lights. The dome lights will be activated by switches on both the attendant control panel and the master control console. The dome lights will be illuminated at low power whenever the patient compartment side or rear doors are opened.

30-11-0152

LIGHTS, RIDGEBACK LED PANEL (3) STREETSIDE - ANGLED

Three (3) LED lights will be mounted on the angled panel above the streetside interior cabinets. These lights will be three way switched from the attendant control panel and the master control console.

30-11-0156

LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED Delete /omit the lights on the Curbside interior, angled panels.

30-10-0418

LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING

The outside storage compartments will be equipped with white Ridgeback 12V LED strip lighting which will be located, one (1) strip each side of the door opening for a total of two (2) strips in each compartment and will be activated by magnetic switches. (This does not include battery compartment, standard OSS compartments only).

40-10-0191

LOCKS POWER - PASSAGE, 5 COMPARTMENTS, KEY FOBS

Power door locks will be included on module passage doors and five (5) outside storage compartments. The locks will be activated from the interior of the rear and the curbside doorway, as well as the OEM chassis cab door switches. A keyless entry system will be installed. The system will operate with the OEM key fobs to lock/unlock all cab doors, module passage doors, and outside storage compartment doors. NOTE: This does not

include the battery bay door.

40-10-0151

SWITCH DOOR UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA

An exterior waterproof hidden door unlock switch will be provided and installed in the

front grille area.

30-10-1014

PROGRAMMING - REAR WINDOW LEVEL LIGHTS, BRAKE OVERRIDE

Window level lights will be tied into the brake circuit, and will activate as low intensity brake lights when the brake pedal is depressed.

30-06-0201

RADIO TIE-IN POINT - (1) 12V/40 AMP - CAB CONSOLE AREA

Install (1) set of 12 volt/40 amp radio tie-in studs in cab console: (1) battery hot, (1)

ignition hot, (1) grounded stud.

30-06-0202

RADIO TIE-IN POINT - (1) 12V/40 AMP - PATIENT COMPARTMENT

Install (1) set of 12 volt/40 amp radio tie-in studs in patient compartment: (1) battery

hot, (1) ignition hot, (1) grounded stud.

30-06-0203.

RADIO TIE-IN POINT - (1) 12V/250 AMP - PDQ

Install (1) set of 12 volt/250 amp radio tie-in studs in the PDQ: (1) battery hot, (1) ignition

hot, (1) grounded stud.



50-60-0682

RADIO SPEAKERS, REAR HEAD PAD(OEM RADIO & ACP FADER CONTROL)

(1) radio fader control installed in the street side lower interior wall near the attendant's seat over primary action area; (1) radio fader control also in the cab radio; (2) stereo speakers installed in the head pad over the rear doors.

Braun - Exterior Lighting

Item Number 30-06-0410	Name WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL SYSTEM The default flash pattern for the warning lights will be Signal Alert 75. These warning lights will be operated from a single button labeled "flashers" via the Multiplex System on the master control console.
ClearLENS	CLEAR LENSES ON ALL WARNING LIGHTS All warning lights to have clear lenses
GWLIO0002	LIGHTS GRILLE - 2 WHELEN ION LED Two (2) Whelen ION series super LED warning lights, with waterproof connectors will be installed the grille area of the chassis. The lights will operate from a switch on the master control console labeled "Flashers". Note: these lights are only available with a clear lenses.
GWLCLR1R	GRILLE WARNING LIGHT LOCATION 1 - RED The warning light located on the grille in location 1 will be red.
GWLCLR2R	GRILLE WARNING LIGHT LOCATION 2 - RED The warning light located on the grille in location 2 will be red.
STRPTRN	STRAIGHT PATTERN WARNING LIGHTS The front warning lights will be aligned in a straight pattern across the module.
30-25-0122	LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ The vehicle will have five (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line.
FWL090007	LIGHTS FRONT MODULE - 7 WHELEN 900 SUPER LED Seven (7) Whelen 900 series super LED warning lights with chrome bezels will be installed on the module front. The lights will operate from a switch on the master control console, labeled "Flashers".
FWLCLR1R	FRONT WARNING LIGHT LOCATION 1 - RED The warning light located on the upper front of the module in location 1 will be red.
FWLCLR2W	FRONT WARNING LIGHT LOCATION 2 - WHITE The warning light located on the upper front of the module in location 2 will be white.
FWLCLR3R	FRONT WARNING LIGHT LOCATION 3 - RED The warning light located on the upper front of the module in location 3 will be red.
FWLCLR4W	FRONT WARNING LIGHT LOCATION 4 - WHITE The warning light located on the upper front of the module in location 4 will be white.



FWLCLR5R	FRONT WARNING	LIGHT	LOCATION 5 - RED
LAAFCEUDU	FROM WARMING	попі	LOCATION 3 - KED

The warning light located on the upper front of the module in location 5 will be red.

FWLCLR6W FRONT WARNING LIGHT LOCATION 6 - WHITE

The warning light located on the upper front of the module in location 6 will be white.

FWLCLR7R FRONT WARNING LIGHT LOCATION 7 - RED

The warning light located on the upper front of the module in location 7 will be red.

30-25-0123 LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ

The vehicle will have five (5) red TECNIQ LED (S33-RR00-1) clearance / ICC lights on the

rear of the module near the roof line.

ROL090002 LIGHTS REAR MODULE, UPPER OUTER - 2 WHELEN 900 LED

Two (2) Whelen 900 series super LED warning light with chrome bezels will be installed on the upper rear of the module, in the outer location. The lights will operate from a

switch on the master control console, labeled "Flashers".

ROLCLR1R REAR OUTER MODULE LIGHT LOCATION 1 - RED

The warning light located on upper rear of the module, in outer location 1 will be red.

ROLCLR2R REAR OUTER MODULE LIGHT LOCATION 2 - RED

The warning light located on upper rear of the module, in outer location 2 will be red.

RCL090001 LIGHTS REAR MODULE, UPPER CENTER - 1 WHELEN 900 LED

One (1) Whelen 900 series super LED warning light with a chrome bezel will be installed on the upper rear of the module, center location. The light will operate from a switch on

the master control console, labeled "Flashers".

RCLCLR1A REAR CENTER MODULE LIGHT LOCATION 1-AMBER

The warning light located on upper rear of the module in the center location will be

amber.

RS090002 LIGHTS REAR SCENE - 2 WHELEN 900 24 DIODE LED

Two (2) Whelen 900 Series super LED scene/load lights with chrome bezels will be installed on the upper rear of the module. The lights will operate from a switch on the

master control console, labeled "Rear Scene Lights".

WL090002 LIGHTS REAR WINDOW - 2 WHELEN 900 SUPER LED

Two (2) Whelen 900 series super LED warning lights with chrome flanges will be installed on the rear of the module at window level, one (1) on each side. These lights will operate

from a switch on the master control console, labeled "Flashers".

WLCLR1R WINDOW LEVEL LIGHT LOCATION 1 - RED

The warning light located on rear of the module at window level, location 1 will be red.

WLCLR2R WINDOW LEVEL LIGHT LOCATION 2 - RED

The warning light located on rear of the module at window level, location 2 will be red.

30-26-3009 LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, & MAXIMUM INTENSITY BACK-UP

One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and fully



populated MAXIMUM intensity LED back-up lights with chrome bezels will be installed on the rear of the module.

30-26-7002 LIGHT, LICENSE PLATE LED - WHELEN OACOEDCR

One (1) Whelen OACOEDCR LED license plate light with 45 deg angled chrome-plated

bezel will be installed on the rear of the module, lower left side.

FILO7T0002 LIGHTS FRONT INTERSECTION - 2 WHELEN 700 LED W/15 DEGREE TILT HOUSING

Two (2) Whelen 700 series super LED warning lights, with water-proof connectors, will be mounted in 15 degree tilt housings on the front chassis fenders, one (1) on each side. The lights will operate from a switch on the master control console labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection

light(s) to remain on.

FILCLR1R FRONT INTERSECTION LIGHT LOCATION 1 - RED

The warning light located on front of the chassis fender in location 1 will be red.

FILCLR2R FRONT INTERSECTION LIGHT LOCATION 2 - RED

The warning light located on front of the chassis fender in location 2 will be red.

RIL070002 LIGHTS INTERSECTION REAR - 2 WHELEN 700 LED

Two (2) Whelen 700 series super LED warning lights with, chrome flanges and waterproof connectors, will be installed above the rear wheel wells, one (1) on each side. These lights will operate from a switch on the master control console screen labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for

intersection light(s) to remain on.

RILCLR1R REAR INTERSECTION LIGHT LOCATION 1 - RED

The warning light located on above the rear wheel well at location 1 will be red.

RILCLR2R REAR INTERSECTION LIGHT LOCATION 2 - RED

The warning light located on above the rear wheel well at location 2 will be red.

30-27-1102 LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ

The vehicle will have two (2) red Tecniq LED (S33-RR00-1) marker lights: one (1) red on

each side at the rear of the vehicle which will also flash with turn signal.

SWL090004 LIGHTS SIDE WARNING - 4 WHELEN 900 SUPER LED

Four (4) Whelen 900 series super LED warning lights with chrome flanges will be

installed, two (2) on each side of module exterior. These lights will operate from a switch

on the master control console labeled "Flashers".

SWLCLR1R SIDE WARNING LIGHT LOCATION 1 - RED

The warning light located on side of the module, in outer location 1 will be red.

SWLCLR2R SIDE WARNING LIGHT LOCATION 2 - RED

The warning light located on side of the module, in outer location 2 will be red.

SWLCLR3R SIDE WARNING LIGHT LOCATION 3 - RED

The warning light located on side of the module, in outer location 3 will be red.



SWLCLR4R

SIDE WARNING LIGHT LOCATION 4 - RED

The warning light located on side of the module, in outer location 4 will be red.

SS090004

LIGHTS SIDE SCENE - 4 WHELEN 900 24 DIODE LED

Four (4) Whelen 900 series 24 Diode LED scene lights with chrome flanges will be installed, two (2) each module side. These lights will operate from switches on the master control console labeled "Left Scene Light" and "Right Scene Light".

Braun - Module Body Construction

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item	A.	um	ner

Name

39-00-0005

AWS ALUMINUM CERTIFIED WELDERS

AWS Aluminum Certified Weiders will construct the module. AWS certificates will be required to be part of the completed bid packet. Bids without AWS certificates will be considered non-compliant (no Exception).

39-10-0003

CONNECTIONS, MODULE

The module will be bolted to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement. The frame mounting bolts will be properly torqued and secured with locktite. The system used for fastening the module to the frame will be that approved by the chassis manufacturer.

40-00-0080

INSULATION - POLYURETHANE SPRAY FOAM

The entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area will be completely insulated with sprayed on Class I urethane foam for thermal and acoustical insulation. The insulation will comply with FMVSS #302 flame spread requirements. The underside of the body will be properly prepared to ensure adhesion before the spray insulation is applied.

40-00-0079

INSULATION - EXTERIOR PASSAGE AND OSS DOORS AND INTERIOR WALLS AND CEILING The walls, ceiling, passage doors, and outside storage doors will have foam for thermal and acoustical insulation. The insulation will comply with FMVSS #302 flame spread requirements.

39-00-0001

MODULE BODY CONSTRUCTION - SEAMLESS

The module will be fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .010" repeatability. This is the only alloy that may be used for body parts that are welded together. The roll-cage type interior super-structure, aluminum partition and module will all be welded together into a single unit to give optimum strength for patient and attendant protection. The module roof will be designed with a minimum 1.5" crown to facilitate water run-off. The floor, roof, sides, and all exterior doors will be fabricated from .125" (minimum) thick flat aluminum sheet stock. The exterior joints between the roof and side components will be continuous full seam welded the entire length of the module. All exterior body panel joints will be continuous full seam welded. No VHB bonding tape or other adhesives will be used in the construction of the ambulance module.

39-00-0002

SOLE SOURCE MODULE BODY CONSTRUCTION

The vehicle manufacturer possesses the capability to produce fully completed



ambulances and has a proven track record with over 10,000 successful ambulance deliveries within the United States. The manufacturer retains full control over the module design and ensures that the module construction meets or exceeds the highest standards of the industry.

tem Number	Name
10-00-0009	ALUMINUM PARTS - MODULE EXTERIOR
and the second	All unpainted exterior aluminum parts will be bright dip anodized after fabrication to
	retain the finish and increase corrosion resistance.
0-00-0010	CORROSION MINIMIZATION - MODULE
0-00-0010	All module contact with dissimilar metals will be minimized with the use of nylon screw-
	hole inserts to provide hinge to door isolation with the module body, polypropylene strip
	hinge Isolation, polyethylene backed rubber tape, ceramic coated stainless steel hinge
	bolts, and corrosion inhibitor spray.
De	
0-00-0020	DOOR CONSTRUCTION - GASKET PLACEMENT
4.15	All exterior hinged module doors will be constructed in an inverted pan-formed design.
	The pan will be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin will be constructed of .190" thick aluminum and welded to the pan. Door
	gaskets will be attached to the interior side of the door skin on the top, bottom and
	outer edge of the door. The gasket on the hinge side of the door will be attached to the
• •	door frame.
0-00-0060	EXTERIOR COMPARTMENTS - SWEEP-OUT
	Exterior module compartments will be of a sweep-out design to aid in facilitation of the
	purchaser's routine care and cleaning of the vehicle.
	All exterior compartment floors, with the exception of the front ALS compartment will be constructed to be flush with the bottom door frame.
	Solid dried to be made the potential and market
0-00-0030	EXTERIOR COMPARTMENTS DESIGN
	All exterior compartments will be vented and include these features:
	Sound absorbing slip resistant polyurethane material will be sprayed on the
	inside of all compartments and compartment shelving, slide out trays and
	closeouts.
	Baffled seep holes will be provided to prevent water from splashing or
	seeping into the exterior compartments.
	Full-length, two-way adjustable, stainless steel hinges on all exterior
· *	"我们的,我们就是一个大概的,我们就是一个大概的,我们就是一个大概的,我们就是一个大概的,我们就是一个大概的。""我们就是一个大概的,我们就是一个大概的,我们就
	compartment doors with 3/16" stainless steel hinge pins.
	 Compartment doors will be installed, flush with the module body.
	When double doors are provided, each door will have an exterior handle,
	but only the forward door will be lockable. (rearward door is secured when
1.1	forward door is locked). All exterior compartments and passage doors will

Drip rails will be installed above all exterior compartment doors.

Lockable, Eberhard "free-floating" type chrome plated handles with rotary locks. A gasket will be installed under each handle to protect the paint.



40-00-0050 EXTERIOR COMPARTMENTS, VENTING

A minimum of nine (9) square inches of venting will be provided inside the #1, #2, #3, & #4 exterior storage compartments to provide for easier closure of the compartment

doors.

40-00-0055 EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE

A minimum of nine (9) square inches of venting will be provided in the exterior oxygen

storage compartment, to dissipate any leaking oxygen gas.

40-00-0070 HANDLES, EBERHARD - CHROME FREE FLOATING TYPE

Eberhard #EMC-1-2110 chrome "free-floating" handles will be installed on each exterior

module door. The handles will be large enough to accommodate a gloved hand.

40-10-0072 LOWERED MODULE SIDES

Module sides to be as low as possible and still comply with KKK-1822-F ramp break over

angle. Lowered sides will allow easier entry into the module as well as increased

compartment storage.

40-10-0321 STEPWELL, CURBSIDE DOORWAY - MID STEP AREA

An aluminum diamond plate step well and mid-level step will be installed in the curbside

doorway threshold area.

40-00-0091 THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS

Each exterior storage compartment with a hinged door will have a stainless steel lower

threshold at the door opening to protect the paint as equipment is installed and

removed from the compartment.

40-00-0082 SOUND DEADENING PACKAGE

An acoustic coating will be applied to help reduce structure-born vibrations and associated sound transmission. The entire floor, the left wall, the ceiling, and the left

and wight named for any of the position will be accounted at the manufacturers

and right panels forward of the partition will be covered at the manufacturers

recommended thickness.

40-10-0340 STONE GUARDS, MOD FRNT -ANODIZED DIAMOND PLATE

An anodized aluminum diamond plate stone guards will be installed, on module front, (1)

each side.

40-10-0030 DOCK BUMPERS, REAR

Formed hard rubber dock bumpers will be attached to the rear bumper.

40-10-0090 DRIP RAILS, SIDE

AFull length anodized aluminum drip rails will be affixed to both upper sides of the

module. The drip rails will be attached to the module sides without the use of screws or

rivets.

40-10-0066 DOOR SLIDING - MODULE CURBSIDE PASSAGE

The module body will include a sliding side entry door to access the curbside of the patient compartment. The door will slide out and towards the rear of the module body.

The door design must meet FMVSS 206 for sliding doors and will have been cycle tested



in excess of 100,000 cycles. The door will not extend out more than 5 1/4" from the module when in the open position and will be flush in the closed position. The door will operate on a total of nine (9) casters and three (3) tracks for ease of operation. The door will be held closed with two (2) rotary latches and two (2) locking tabs. The door must have a system to prevent the door from self-closing, when unit is parked on an incline. A measured force of ten (10) pounds maximum will be required to release the door from the open to closed position. A chrome locking handle will be installed on the exterior of the door. The door will be lockable from the inside and outside and will shut on molded air-core, automotive type door seals to prevent any water from leaking into the vehicle interior. A drip rail will be installed above the door.

Documentation required:

The bidder must submit with this bid proposal a listing of not less than 500 ambulances produced with curbside sliding doors in the past five years. The listing is to include a production order number, the purchaser's agency name, and date the ambulance equipped with the curbside sliding door was delivered.

Failure to provide the required documentation will be considered as non-responsive.

40-10-0088

DOORS - REAR PASSAGE

There will be a 47.50" wide x 59" high rear door opening in the patient compartment. The doors will be flush without a protruding flange or lip. The right rear passage door will have a lockable, chrome exterior handle. The left rear door will have a non-locking, chrome exterior handle. All handles will be installed with a gasket to protect the paint. The hinge will be full length stainless steel with a 3/16" stainless steel hinge pin and will be two-way adjustable. Each rear door will have a two-point slam action automotive type rotary latching system to the body. The right rear door will lock to the body at the top and bottom, not to the left rear door. The doors will have .218" stainless steel door latch activator rods with clevis adjusters. The doors will be lockable from the inside and outside. All doors will shut on molded, air-core, automotive type door seals to prevent any water from leaking into the vehicle interior.

40-10-0130

EMERGENCY RELEASE LEVER, REAR PATIENT PASSAGE DOORS

An emergency release lever will be attached to each rear passage door latch and be freefloating from the interior door linkages. These levers will provide a means of actuating the latches from the patient compartment without the use of the interior door handles. Access to the lever will be behind a removable cover in the door skin.

40-10-0505

WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)

The curbside passage door will have a 16" x 23" openable (sliding) window with removable screen. Each rear passage door will have a 19" x 18" non-openable window to assure maximum vision to the rear. The windows will have a 69% dark tint and will be secured with black oxide coated fasteners. No warning lights will be blocked from view when the curbside or rear doors are open.

40-10-0103

FENDERETTES - POLISHED ALUMINUM

Polished aluminum fenderettes will be installed around the rear wheel well openings.

40-10-0119

HOLD-OPEN - REAR DOORS - GRABBERS

Door grabbers (1 pair) with hard rubber inserts will be installed on the rear doors, permitting a door hold open position of 130 degrees.



40-10-0360 KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE

An anodized aluminum diamond plate kick plate will be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step.

40-10-0204 MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR

Black rubber, fiberglass reinforced mud flaps with a minimum 1/4" thickness will be bolted to the underside of the module behind the rear wheels. The width and length of the flaps will provide adequate coverage of the rear dual wheels of the chassis. The mud flaps will be three color with the Manufacturers Logo.

Haps will be three color with the Manufacturers Logo

40-10-0266 REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED

The rear bumper will be affixed to the chassis frame. The bumper will be constructed with a hinged center section with a flip up center step. Two (2) steel braces will secure the step to the chassis frame. The outer 17" on each end of the bumper will be constructed from heavy gauge stamped polished stainless steel bumper parts and will provide smooth rounded corners. The step will be constructed of star punched .125" thick aluminum diamond plate. Two (2) rear LED step illumination lights will be provided. All diamond plate surfaces will be anodized. Rear step installation will comply with AMD standard 018. A strip of black PVC will be installed on the face of the step to protect the patient cots during loading.

40-10-0381 TOW HOOKS, MODULE REAR

Two (2) tow hooks will be provided in the rear step area and will be securely fastened to the rear step braces.

40-10-0280 RUB RAILS, ANODIZED ALUMINUM

anodized polished aluminum rub rails will be installed on the lower sides of the body below the outside compartment sill areas. The rub rails will be offset 3/16" from the

body to facilitate wash down of road debris.

40-00-0019 DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS

The interior door skins for all outside storage compartments will be constructed of .063"

thick aluminum diamond plate.

40-15-0046 COMPARTMENT FLOOR TILE (BLACK) - BOTTOM OF OUTSIDE COMPARTMENTS

Black compartment floor tile with ramps will be installed in the bottoms of outside storage compartments #1, #2, #3, #4, and #5 to ensure proper ventilation of the

compartment and stored equipment. Does not include battery compartment.

OS1XL1STD OSS #1 - STREETSIDE FORWARD

There will be an outside storage compartment OSS #1, (streetside forward) with a hinged door held open by a spring-loaded gas cylinder. A locking handle will be installed on the

exterior of the door.

OSS #1 - EZ-O2 LIFT OXYGEN SYSTEM

There will be an outside storage compartment OSS #1, (streetside forward) with an EZ-

O2 lift system, for housing an O2 cylinder.

OSS #1 - OXYGEN STORAGE EZ O2 LIFT

An E-Z O2 lift will be mounted to the door as an assisted lift for the H and M cylinders. It is operated using body weight to lower the cylinder to the ground and lock into position.



The cylinder can be returned to the loaded and locked position with a minimum input from the operator. This mechanically operated lift does not require an electrical source running into the compartment. (Note - Aluminum O2 cylinders will require greater body weight to lower the cylinder to the ground. The cylinder will return to the loaded and locked position without additional input from the operator.) The lift system will not be purchased from an outside vendor. No alternatives will be accepted. The compartment will also contain a spring-loaded, hinged acrylic door will be provided to allow access from inside the patient compartment to the oxygen cylinder valve. Restraining devices will meet AMD standard 003, oxygen tank retention system requirements. A cylinder changing wrench will be provided and secured inside the oxygen compartment. A nine (9) square inch minimum vent will be provided in the oxygen compartment to dissipate any leaking oxygen gas. The oxygen cylinder will be provided by the purchaser.

OS2XL1STD

OSS #2 - STREETSIDE CENTER

There will be an outside storage compartment OSS #2 (streetside center) with hinged double doors held open by spring-loaded gas cylinders. An exterior handle will be installed on each door, with the locking handle being installed on the forward door.

OS2XL1OP1

OSS #2 - (1) ADJUSTABLE SHELF

There will be an outside storage compartment OSS #2, (streetside center). The compartment will contain one (1) adjustable shelf.

OS2SHELF1

OSS #2 - SHELF ONE (1) ADJUSTABLE WITH TRACK

Outside storage compartment #2 will contain one (1) adjustable shelf with track.

OS3XL1STD

OSS #3 - STREETSIDE REAR - TALL DOOR

There will be an outside storage compartment OSS #3 (streetside rear) with a hinged door held open by a spring-loaded gas cylinder. A locking handle will be installed on the exterior of the door.

OS3XL1OP9

OSS #3 - (1) ADJUSTABLE SHELF WITH INSIDE/OUTSIDE ACCESS AND STAIR CHAIR POCKET/STRAP ON THE DOOR

There will be an outside storage compartment OSS #3, (streetside rear) which will provide inside/outside storage access and contain one (1) adjustable shelf, and a stair chair pocket with strap on the door.

OS3SCPKT

STAIR CHAIR POCKET AND STRAP ON DOOR

A stair chair pocket will be installed on the interior of the compartment door panel of OSS #3.

OS3SHELF1

OSS #3 - SHELF ONE (1) ADJUSTABLE WITH TRACK

Outside storage compartment #3 will contain one (1) adjustable shelf with track.

OS4XL1STD

OSS #4 - CURBSIDE REAR

There will be an outside storage compartment OSS #4 (curbside rear) with a hinged door held open by a spring-loaded gas cylinder. A locking handle will be installed on the exterior of the door.

OS4XL1OP4

OSS #4 - BACKBOARD AND (2) ADJUSTABLE SHELVES WITH INSIDE/OUTSIDE ACCESS AND

FIXED DIVIDER

There will be an outside storage compartment OSS #4, (curbside rear) which will contain



one (1) fixed vertical divider to provide backboard/scoop stretcher storage on one side and will provide inside/outside storage access and contain two (2) adjustable shelves.

OS4BB

OSS #4 - BACKBOARD - SCOOP STRETCHER STORAGE

Compartment OSS #4 will provide storage for backboard and a scoop stretcher, with a

one (1) inch adjustable strap with black plastic buckle.

OS4DIV1

OSS #4 - FIXED DIVIDER

One (1), fixed divider with sprayed on polyurethane material will be provided and

installed in outside storage compartment #4 per dwg. #4.

OS4SHELF2

OSS #4 - SHELVES TWO (2) ADJUSTABLE WITH TRACK

There will be two (2) adjustable shelves with track in outside storage compartment #4.

OS5XL1STD

OSS #5 - CURBSIDE FORWARD

There will be an outside storage compartment OSS #5 (curbside forward) with a hinged door held open by a spring-loaded gas cylinder. A locking handle will be installed on the

exterior of the door.

OS5XL1OP1

OSS #5 - INSIDE/OUTSIDE ACCESS TO THE ALS CABINET - #5B OPEN STORAGE AREA

There will be an outside storage compartment OSS #5, (curbside forward). This

compartment will have inside/outside access to the ALS cabinet. A lower area (#5B) will

serve as additional miscellaneous storage.

Braun - Module Interior / Patient Compartment

ltom	Numher	Name

50-51-1001 CABINET CONSTRUCTION - INTERIOR - ALUMINUM

All interior cabinets will be constructed of .090" thick welded aluminum. Wood products will not be used in the construction of any interior cabinet. All cabinet exteriors, interiors, drawer fronts, drawer interiors, and aluminum doors will be sealed with a

washable sprayed-on multi-use polychromatic coating.

50-60-0220

EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT

Two (2) "No Smoking / Oxygen Equipped / Fasten Seat Belts" signs will be provided. One (1) sign will be installed in the cab and one (1) above the oxygen outlets in the patient

compartment street side cabinet.

50-60-0300

FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE

The sub-floor in the patient compartment will be constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals. The aluminum sub-floor will be covered with a 3/4" non-wood composite material. All corner molding, edging and trim will be anodized aluminum or stainless steel and will be sealed to

prevent fluids from seeping under the cabinets. Wood floors are not satisfactory and will

not be accepted by the purchaser.

50-60-0301

FLOORING - COVE

The patient compartment floor radius will be coved with pre-formed floor coving material. The coving will be installed behind the vinyl floor covering, along both the

street side and curbside walls.



50-60-0391 HEADLINER - REAR PATIENT COMPARTMENT

The headliner in the patient compartment will be one-piece, seamless, .090 thick

aluminum finished with sprayed-on multi-use polychromatic coating.

50-51-1013 HOLD OPENS FOR INTERIOR DOORS

All interior cabinets with doors less than 6" tall will have friction hinges as hold opens for door(s). Doors 6" and taller will be designed using gas shocks as hold opens for the

door(s).

50-60-0660 PADDED EDGING PROTECTION

Padded corner edging will be installed where necessary on exposed corners and edges in

the patient compartment for patient and attendant protection.

50-00-0202 ROUNDED INTERIOR CORNERS

Interior vertical edges will have rounded corners in the following locations: forward and aft edges of the CPR seat (if provided), the wall at the aft end of the squad bench, and

the partition opening cabinet edges, along with the upper front wall cabinet (if

provided).

50-51-1011 RECESSED ADJUSTABLE SHELF TRACK - CABINETS

Unistrut 13/16" x 13/32", 19-gauge channel will be installed in the interior cabinets that contain adjustable shelves. The track will be welded in and recessed to reduce the

number of fasteners and provide a cleaner look.

50-51-5001 UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605

All cushions, head pads and seats will be covered with Spradling International Patriot

Plus Charcoal #8605 expanded vinyl upholstery material. The vinyl and all foam cushion

material will comply with FMVSS #302 flame spread requirements.

50-60-0661 INTERIOR MODULE PADS

Vinyl upholstered, foam cushioned head/back pads will be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, and on the street side wall behind and on each side of

the CPR seat. The pads will be covered with a flame-retardant color coordinated vinyl

upholstery material.

50-51-6003 LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424

The floor in the patient compartment will be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424, resilient sheet vinyl flooring material, which will be coved 3-inches up the wall on the street side, and to the top of the squad bench base on the curbside. The flooring material will be stripped and waxed before

delivery.

50-51-2002 CABINET DOORS - CLEAR POLYCARBONATE

All cabinet doors will be clear polycarbonate material. The sliding cabinet doors will be installed in aluminum track lined with PPL inserts to eliminate rattles and prevent the doors from opening during transit. An edge mounted aluminum handle will be installed

on each sliding cabinet door.

50-51-3001 CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE

All exposed side walls, the partition wall (on the patient compartment side only), the

headliner, along with the cabinet and drawer fronts, aluminum doors, cabinet and



drawer interiors will be covered with a washable Marble Stone sprayed-on multi-use polychromatic coating, to create a laminate-free interior.

IS-CNT2-ACR

COUNTER TOP, SOLID ACRYLIC - SECONDARY ACTION AREA

A solid acrylic countertop will be installed in the secondary action area. The countertop

will have a 1/2" lip.

IS-CNT-ACR

COUNTER TOP, SOLID ACRYLIC

A solid acrylic countertop will be installed in the primary action area. The countertop will

have a 1/2" lip.

50-51-4033

COUNTERTOP - SOLID ACRYLIC - RAVEN BOULDER (GRAY/BLACK)

A solid acrylic counter top, Raven Boulder (#810) with a 1/2" lip will be installed to

prevent equipment from sliding off.

50-01-0408 LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE - INCLUDING RADIO CABINET

> The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door will be secured with chrome locking lever latches. All remaining interior hinged cabinet doors will be secured with center squeeze latches. All interior drawers will be secured with locking flush pull latches. Cabinet(s) will be KKK-A-1822F Change Notice 10 compliant and conform to all applicable SAE J3058 requirements.

50-10-0226

LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL

A hinged access panel and secured with two (2) latches will be installed to the immediate right of the attendant's seat. The color microprocessor screen will be installed on the

IS1XL1OP2

CABINET - RESTOCKING FRAME WITH SLIDING POLYCARBONATE DOORS AND (1) ADJ.

SHELF EACH SIDE OF CENTER DIVIDER

The left wall, upper rear interior cabinet (#1) will be enclosed by one (1) set of sliding polycarbonate doors attached to a flip-up restocking frame with gas filled hold-open shocks. The doors will have full length handles with the outer most sliding door to have handles on both ends. The cabinet will contain a center divider with one (1) adjustable

shelf each side of center divider.

IS2XL1OP5

CABINET - (2) CABINETS WITH RESTOCKING FRAMES WITH SLIDING POLYCARBONATE

DOORS, (1) ADJ. SHELF PER CABINET

The left wall, upper interior cabinet (#2), above the attendant control panel will be separated into two (2) cabinets: #2, affixed horizontally; and #2A, affixed vertically. Each cabinet will be enclosed by one (1) set of sliding polycarbonate doors attached to a restocking frame. The doors of each cabinet will have full length handles with the outer most sliding door to have handles on both ends. There will be one (1) adjustable shelf for

each cabinet.

IS3XL1OP1

CABINET - HINGED POLYCARBONATE DOORS WITH LATCHES AND FULL LENGTH

HANDLES, INSIDE/OUTSIDE ACCESS TO OSS #3

The left wall rear interior cabinet (#3) will be enclosed by one (1) set of hinged polycarbonate doors with latches and full length handles. This cabinet will provide inside/outside access to OSS #3. (reference exterior outside storage compartment #3 in

module section for shelving configurations)



IS4XL1OP3

CABINET - (2) PULL-OUT DRAWERS TOWARDS THE AISLE WITH LOCKING STAINLESS STEEL

FLUSH PULL LATCHES

The left wall interior cabinet (#4), below the secondary action area, will contain two (2) vertically stacked pull out drawers, facing the aisle, secured with locking stainless steel

flush pull latches.

IS5XL1OP1

PULL-OUT DRAWER WITH HINGED ACRYLIC WRITING SURFACE AND LOCKING STAINLESS

STEEL FLUSH PULL LATCH. RECESSED SUCTION BELOW DRAWER

The left lower wall will have (1) one drawer (#5), aisle facing, installed in the primary action area under the attendant control panel. The drawer will have a hinged acrylic writing surface and a locking stainless steel flush pull latch. A recessed area below the

drawer for a suction canister to be installed.

50-60-0018 ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED

An SSCOR suction system with a 12 VDC electric vacuum pump will be recessed into the street side lower interior wall near the attendant's seat. The 12 VDC electric vacuum pump to be installed in an exterior compartment per the location on the drawing. The system will be activated by a switch on the attendant control panel. The SSCOR vacuum

pump exhaust will be vented to the exterior of the vehicle.

50-50-0547

SQUAD BENCH LID, PADDED, NO SHARPS /TRASH ACCESS

The squad bench lid will be one-piece, liftable, on a full length continuous hinge. The lid area will have a padded cushion covered with color coordinated vinyl upholstery material. The squad bench cushion upholstery will be sewn with seams only at the vertical corners to minimize entrapment of fluids. An automatic latching fastener will be

installed to secure the squad bench lid in the closed position.

IC1XL1OP2

INSIDE/OUTSIDE ACCESS TO OSS #4 WITH HINGED POLYCARBONATE DOOR, FULL

LENGTH HANDLE, AND LATCH

Compartment #1 will be installed on the rearward curb side wall and will provide inside/outside access to OSS #4. The compartment will have a hinged polycarbonate door full length handle, and a latch

door, full length handle, and a latch.

IC2XL1OP23

SQUAD BENCH WITH SHARPS/WASTE DRAWER. SECOND PATIENT TRANSPORT ON THE

SQUAD BENCH.

The Curbside wall will have a squad bench which will include storage, a lid with hold

opens, and an aisle facing sharps and trash drawer.

IC3XL1C2

CABINETS - RIGHT WALL, UPPER #3- HINGED FLIP UP DOORS

The curb side interior wall cabinet #3 will be overhead and separated into two (2) cabinet sections. Each section will be enclosed by one (1) flip up, hinged polycarbonate

door with a latch.

IC3XL1OP2

OVERHEAD CABINETS WITH HINGED POLYCARBONATE DOORS, GAS SHOCK HOLD-

OPENS, AND LATCHES.

The curb side interior wall cabinet #3 will be overhead and separated into two (2) cabinet sections. Each section will be enclosed by one (1) flip up, hinged polycarbonate

door with a latch and gas shock hold-opens.

50-50-0541

HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS

Gas cylinders hold-open(s) will be provided and installed to hold the cushioned lid in the

open and closed position.



50-60-0718

SQUAD BENCH FACE - VINYL FLOORING MATERIAL

The face of the squad bench will be covered with vinyl flooring material.

SQ-BN-BASE

SQUAD BENCH BASE W/STORAGE

A storage area will be provided in the squad bench base. The squad bench base will be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench will be sprayed with sound absorbing polyurethane material.

IF3PDQ

CABINET - PDQ

The Power Distribution Quarters (PDQ) will hold electrical components, (i.e. power distribution nodes, circuit breakers, etc). The electrical compartment will have a hinged door with (2) two chrome locking lever latches and be will located on the partition wall behind the attendant seat.

IF1XL1C4

CABINET - FRONT WALL, UPPER #1 - HINGED ALUMINUM DOOR W/INSERT The front wall interior cabinet #1 will be a narrow cabinet with a flip up, hinged aluminum door with a polycarbonate insert and gas shock hold-open(s), latch. The cabinet will contain one (1) adjustable shelf.

IF1XL1OP4

CABINET WITH HINGED ALUMINUM DOOR WITH POLYCARBONATE INSERT AND LATCH WITH (1) ADJUSTABLE SHELF

A cabinet with hinged aluminum door with polycarbonate insert and gas shock holdopen(s) will be installed in the upper front wall.

IF2XL1OP5

CABINET -UPPER/LOWER WITH HINGED POLYCARBONATE DOORS, LATCHES, (1) ADJ. SHELF PER CABINET - PULL-OUT DRAWER BETWEEN THE CABINETS WITH LSSFPL. The front interior wall cabinet #2 will have a fixed frame and be separated into two (2) cabinet sections, an upper section and a lower section. Each will be enclosed by one (1) set of hinged polycarbonate doors with full length handles and latches, and one (1) adjustable shelf per section. A pull out drawer with stainless steel flush pull latch will be installed between the cabinet sections.

IF3XL1OP1

CABINET - VENTED RADIO CABINET PDQ ABOVE

The Power Distribution Quarters (PDQ) compartment and a vented radio compartment below the PDQ, will be located in front wall, left.

IF3XL1RAD

CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)

A radio cabinet with a vented, hinged aluminum door, secured by a chrome locking lever latch, will be located on the front lower left wall. Door to open towards rear of the module.

IF4XL1OP3

CABINET - HINGED POLYCARBONATE DOORS WITH LATCHES AND PULL-OUT DRAWER,

PASS-THROUGH OPEN WINDOW TO THE CAB

A window opening serving as a pass-through from ca

A window opening serving as a pass-through from cab to module, will be located on the module front wall. A cabinet with a pull-out drawer, and hinged polycarbonate doors with full length handles and latches will be located below the pass-through opening.

CABINET - BELOW PASS THROUGH WITH DRAWER AND HINGED POLYCARBONATE

IF4XL3C1

CABINET - BELOW PASS THROUGH WITH DRAWER AND HINGED POLYCARBONATE
DOORS

The front wall will have a cabinet below the pass through. The cabinet will contain a rear



facing drawer with a stainless steel locking flush pull latch. A compartment with hinged polycarbonate doors with full length handles and latches will be located below the drawer.

IF-CNT-ACR

COUNTER TOP, SOLID ACRYLIC

A solid acrylic countertop will be installed in the pass-through opening. The countertop will have a 1/2" lip.

50-20-0507

PASS THROUGH - CAB TO MODULE, WINDOW OPENING

A window opening will be provided in the rear of the cab to accommodate pass-through communications to the patient compartment. A bellows will be provided to connect the cab to the module.

50-20-0508

PASS THROUGH - CAB TO MODULE, LOCKABLE SLIDING WINDOW

A lockable sliding window will be installed in the cab over the pass thru opening to the module.

50-50-0106

SEATING - ATTENDANT - EVS DBC CONTOURED, INTEGRAL CHILD, SWIVEL BASE CN8 COMPLIANT

A rear facing EVS DBC attendant seat will be installed at the head of the patient cot. The seat will be equipped with a sliding swivel base. The seat will be KKK-A-1822F Change Notice 8 compliant with PRO4 harness style shoulder / seat belt and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility will be required stating the seat has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The seat will be padded and covered with color coordinated, cushioned vinyl.

50-50-0122

SEATING - ATTENDANT - SIDE MOUNT POSITION

The attendant seat will be in a side mount position.

CPROP6

SEATING - CPR - EVS WITH Pro4 HARNESS

A CPR seat will be installed on the street side of the patient compartment aft of the primary action area counter. The CPR seat will be KKK-A-1822F Change Notice 8 compliant with Pro4 harness style shoulder / seat belt and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility will be required stating the seat has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity — Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity — Side Impact System-Level Ambulance Patient Compartment. The head pad and back pad will be constructed of energy absorbing material. The seat bottom, backrest, and headrest will be padded and covered with color coordinated, cushioned vinyl.

SQSTOP9

SEATING - CN8 COMPLIANT TWO (2) EVS Pro4

A Squad bench seat with two (2) EVS individual seating positions will be installed on the curb side of the patient compartment. The squad bench seat will be KKK-A-1822F Change Notice 8 compliant with (2) Pro4 harness style shoulder / seat belts and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility will be required stating the seat has passed SAE J3026



requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The headrest and backrest will be constructed of energy absorbing material. The seat bottom, backrest, and headrest will be padded and covered with color coordinated, cushioned vinyl material.

HVC_PRE_01

HVAC - PREMIUM 12V INDEPENDENT PACKAGE

THE 12V 4X4 CORE EVAPORATOR, DUAL INLINE CONDENSER, TIED-IN TO A SECONDARY COMPRESSOR AND OEM COOLANT LINES, MAKING THE AC INDEPENDENT OF THE OEM, HEATING AND COOLING OF THE PATIENT COMPARTMENT THROUGH THE VENTS (12V PREMIUM SETUP). MEETS OR EXCEEDS AMD-012 TESTING.

COND_BRK_02

CONDENSER BRACKETS TO BE WEDGE DESIGN AND COLOR MATCH TO THE CONDENSER The condenser bracket will be a wedge designed, painted to match the condenser,

mounted to the bulkhead of the module.

50-61-0001

ASSIST HANDLES, (6) BLACK RUBBER

A total of six (6) 10-7/8" black vulcanized rubber with steel core assist handles will be provided and installed: one (1) handle on each rear door, one (1) on the curbside door, one (1) at the curbside doorway and two (2) at the rear doorway.

50-60-0730

DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS

The inner door panels will be manufactured from aluminum and covered with a washable sprayed-on multi-use polychromatic coating. The panels will run the full length of the door and will contain a removable latch access panel.

50-60-0256

EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM

A three-speed, 250 CFM (minimum) exhaust fan meeting KKK-A-1822F requirements will be provided and located in the street side cabinet in the patient compartment. The exhaust fan will be pulse width modulated from a switch on the attendant control panel control screen. The exhaust system will have a louvered grille inside and a chrome vent

50-60-0291

outside. The exhaust system will vent through the side of the vehicle.
FIRE EXTINGUISHER - ABC DRY CHEM 5 LB. WITH BRACKET - SHIPPED LOOSE

ABC Dry-Chemical, 5 lb. fire extinguisher(s) and mounting bracket(s) will be shipped

loose with the vehicle.

50-60-0322

GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS)

A three (3) - box glove dispenser unit, with a 1/4" clear acrylic hinged access panel with three (3) cut-outs, will be recessed above the curbside entry door. The dispenser will be 8.25" high x 33.50" wide with interior dimensions of 5.38" high x 30.25" wide x 3.25" deep. A 1/4" turn latch will be installed on the face of the glove box access panel.

50-60-0332

GLOVE DISPENSER - (1) BOX - EACH REAR DOOR - TOTAL TWO (2)

A single box glove dispenser unit, with a 1/4" clear acrylic hinged access panel with cutout, will be recessed on the rear passage doors, one each door. Each dispenser to accommodate one (1) 5.375" wide x 10.375" long x 3.25" deep glove box.

50-60-0340

GRAB RAIL, 1-1/4" DIAMETER, (96") OVER COT AREA

One (1) 1-1/4" diameter x 96" long stainless steel grab rail will be installed on the ceiling.



The grab rail will be attached to the ceiling with three (3) mounting brackets that secure it to the super structure of the module. Installation of the grab rail will comply with AMD-008 requirements.

50-60-0440

IV HANGERS - CEILING RECESSED - DUAL IV BAG HOLDER

Recessed ceiling dual bag IV hanger(s) will be provided and installed per the drawings. Hanger will be a dual intravenou fluid bag holder allowing single hand access to two individual IV bags. Removable by accessing the single hand carabiner clip.

50-60-0640

OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM

A 12 VDC controlled electric O2 system operated through the electrical system will be provided and installed.

The oxygen system will be completely installed and include a pre-set oxygen regulator with a cylinder pressure gauge and a 200 PSI safety valve with all necessary piping and connections. The oxygen system will be completely low pressure, and the regulator will be fastened directly to the cylinder. The regulator will be set to operate at approximately 50 PSI. The oxygen cylinder will be installed so the system may be easily turned on and off at the main cylinder valve from the patient compartment. The oxygen cylinder will be provided by the purchaser.

The oxygen system monitor will be readily available to the attendant while seated at the head of the cot as part of the microprocessor based electrical system. Flexible conductive oxygen hose with a minimum 900 lbs. burst rating will be installed between the regulator and the oxygen receptacles. The system will be tested and tagged in conformance with NFPA-56-F and KKK-A-1822F.

The electric oxygen system will be provided with an on/off switch on the attendant control panel. The emergency manual bypass valve will be located near the oxygen storage compartment in the patient compartment.

50-60-1601

OXYGEN OUTLET (1) LEFT WALL - OHIO MED - ACTION AREA

One (1) Ohio Medical flush mounted; quick release wall outlet will be installed in the forward street side cabinet action area.

50-60-1640

OXYGEN OUTLET (1) RIGHT WALL - OHIO MED - HEAD END OF SEATING AREA One (1) Ohio Medical flush mounted; quick release wall outlet will be installed in the right wall above the head end of the curbside seating area.

50-60-1680

OXYGEN OUTLET (1) CEILING - OHIO MED - ABOVE HEAD OF COT

One (1) Ohio Medical flush mounted; quick release oxygen outlet will be installed in the ceiling above the head of cot in the center mount position.

50-60-0629

FLOW METER, OXYGEN - THORPE STYLE

One (1) Thorpe style oxygen flow meter (15LPM) will be shipped loose with the completed vehicle.



50-60-0591

NET, SQUAD BENCH - CURBSIDE INTERIOR (RED)

A removable net will be installed at the forward end of the curbside squad bench. The net will be red in color and constructed of safety belt webbing material. The net will be anchored to the curbside wall, ceiling, and the forward end of the squad bench into .50" thick aluminum tapping plates. The net will be removable for cleaning, via the use of seatbelt type buckles.

50-60-0712

SHARPS AND TRASH CONTAINERS WITH SLIDE-OUT DRAWER

A sharps container and a trash container will be provided and installed within a slide-out drawer at the face of the squad bench. The drawer will open toward the aisle and be secured with a stainless steel flush pull latch.

50-60-0761

STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE

A brushed stainless steel panel will be provided on the street side wall from the bottom

of the CPR seat

50-60-0820

ANTI-SLIP MATTING - CURBSIDE STEPWELL

Anti-Slip charcoal gray matting will be installed in the curbside step well.

Braun - Optional Patient Compartment Items

Item Number	Name
50-60-0099	CLOCK - FRANKLIN DIGITAL - REAR HEAD PAD A Franklin digital clock will be installed in the head pad above the rear module passage doors.
50-62-0446	COT FASTENER - STRYKER FLOOR PLATE AND 12v PRE-WIRE FOR CUSTOMER FUTURE INSTALL OF A POWER OR PERFORMANCE COT LOAD SYSTEM A Stryker floor plate kit and wiring will be provided to accommodate the future installation of a Customer Provided, Customer Installed, Stryker Performance or Power Load.
30-10-0432	LIGHT, STEPWELL - CURBSIDE DOORWAY - MINI LED SURFACE MOUNT A Whelen Mini-LED light will be installed to illuminate the step well at the curbside doorway.
30-10-0490	LIGHTS, INTERIOR CABINETS, RIDGEBACK 12V LED STRIP LIGHT, BLUE All polycarbonate door(s), interior cabinets will have Ridgeback 12V blue LED strip lights for interior compartment lighting. Lights to be controlled by button on control screen. NOTE: This excludes any interior I/O access openings.
30-10-0502	LIGHTS, INTERIOR - WHELEN MINI LED BRAKE/TURN REAR HEADPAD Brake and Turn signal indicator lights will be installed on the interior rear headpad of the vehicle and wired to the applicable flasher on the vehicle.
30-10-0424	LIGHT INTERIOR OF REAR FACING OSS & PASSAGE DOORS, TWO (2) RED MINI LED PER DOOR Two (2) Whelen red Mini-LED lights will be installed on the interior of all rear facing exterior compartment and patient entry doors. The lights will be located as follows: one (1) on each upper and lower outer corner. The light(s) will random flash on the specific door(s) that are opened.



Braun - Paint / Graphics

Item Number	Name	
60-01-0001	PAINT PROCEDURE	
	All non-anodized aluminum module body surfaces will be completely chemically steam	
	cleaned, filled with premium body filler as needed, sanded smooth and primed with an	
	epoxy primer and then primed again with a high solid primer.	
	The cured primer surfacer will be DA sanded with 320 grit and cleaned. A high solid	
	primer will then be applied, where needed, as a sealer.	
60-01-0005	STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE	
60-10-0108	CAB - OEM PAINT White	
	The cab will have OEM paint.	
60-01-0004	BUFFING, PAINT - MODULE	
	The paint on the module sides will be buffed to a high shine using a recommended paint	
1. Table 1	buff system.	
Y Y		
60-01-0002	PAINT MODULE - OEM PAINT PLUS CLEAR COAT White	
	The module will be painted with a low voc polyurethane paint, to match the OEM chassis	
100	color, at a dry thickness of no less than 2 to 2.5 mils. The entire module will be clear-	
	coated, using an automotive coatings process, sprayed over the final paint coat.	:
60-30-0200	REFLECTIVE - DOOR REFLECTIVITY	
00-30-0200	Reflective material (25" x 2.5" red/white chevron style), meeting FMVSS 108	
	requirements, will be installed on the lower interior panel of each rear door and hinged	to the control of the second
	side door.	
14.	If a sliding side door is provided, it will have a 1.50" x 40.00" white reflective stripe	10 mm
:	installed on the rear facing edge.	
		100
60-40-0101	STARS OF LIFE LETTERING ONLY PACKAGE-SHIPPED LOOSE	10 No. 10
and the second of the second	A "KKK" lettering and star of life package will be provided and shipped loose with the	
	completed vehicle. The lettering shipped will be in the "KKK" prescribed dimensions, and	
	colors. "Ambulance" lettering will be provided and shipped for each side, the rear and in	l de de la companya
	reverse image on the chassis hood. The stars of life decals will be provided in the "KKK"	
*	dimensions, and color.	
60-40-0351	WHITE PERFORATED MATERIAL - PASSAGE DOOR WINDOWS '(TOTAL 3)	
00 40 0331	White perforated mesh window film will be installed on all three (3) module passage	
	door windows.	
60-25-0101	REFLECTIVE - BLACK MATERIAL IN RUB RAILS	
•	Rub rails will incorporate a 5/8" wide black reflective scotchlite safety accent stripe.	
Braun - Vehicle	Manuals	

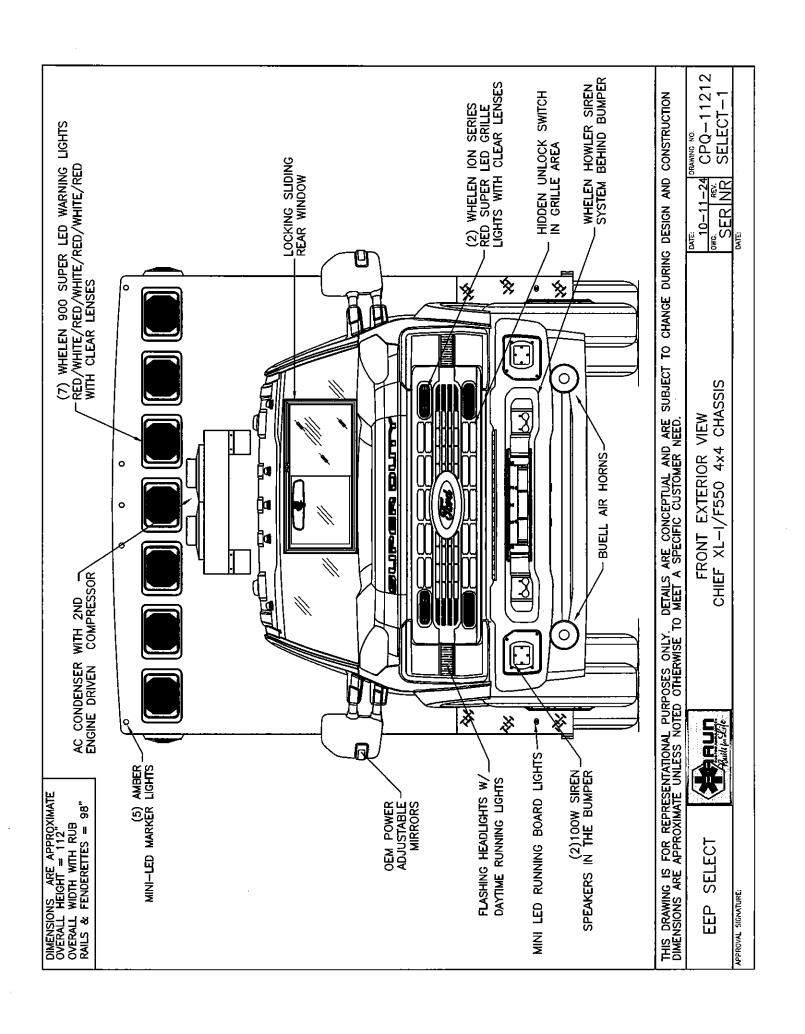
	Document No. and Level: BPES-P-896-200A / Level II	Page 35 of 36
	One (1) Delivery Manual Package will be supplied with the vehicle and will include the	
80-20-0001	VEHICLE MANUALS (1) PACKAGE SET	
ltem Number	Name	

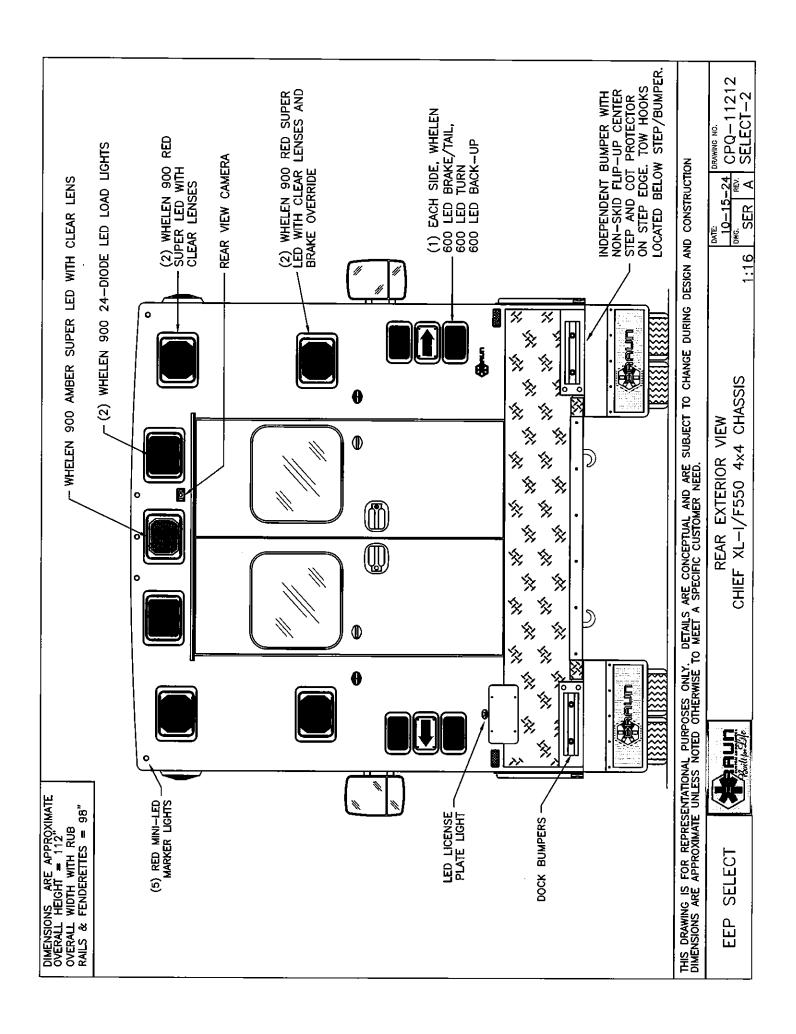


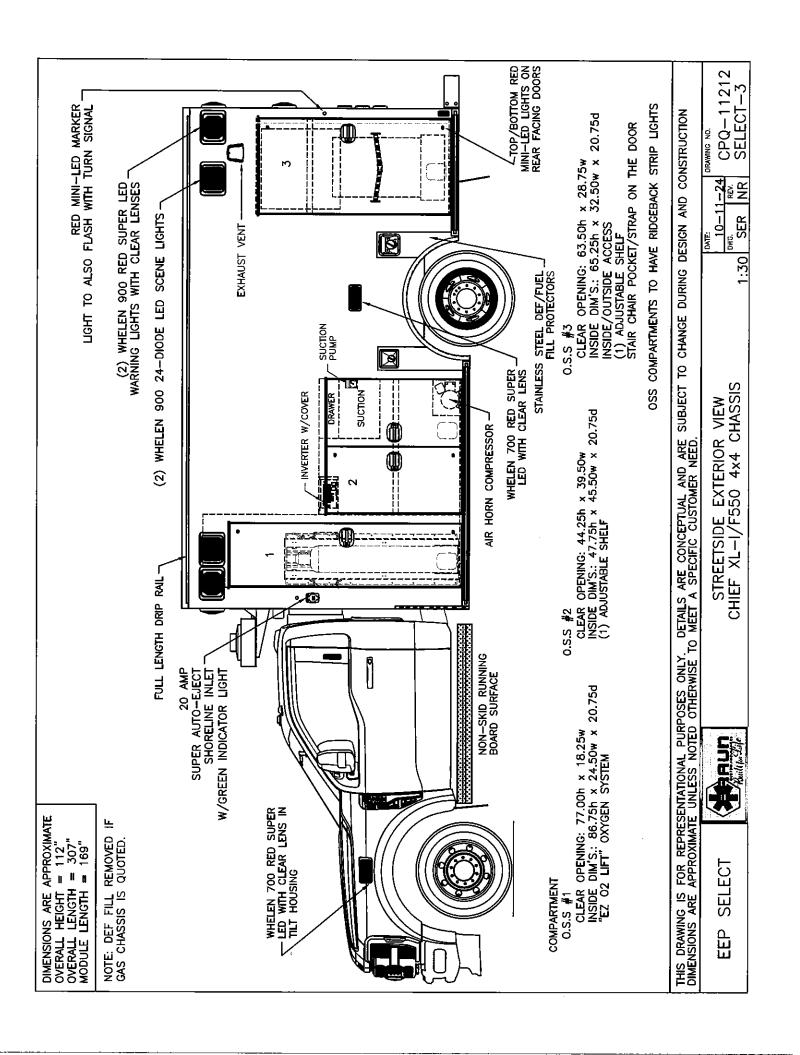
90-10-0007

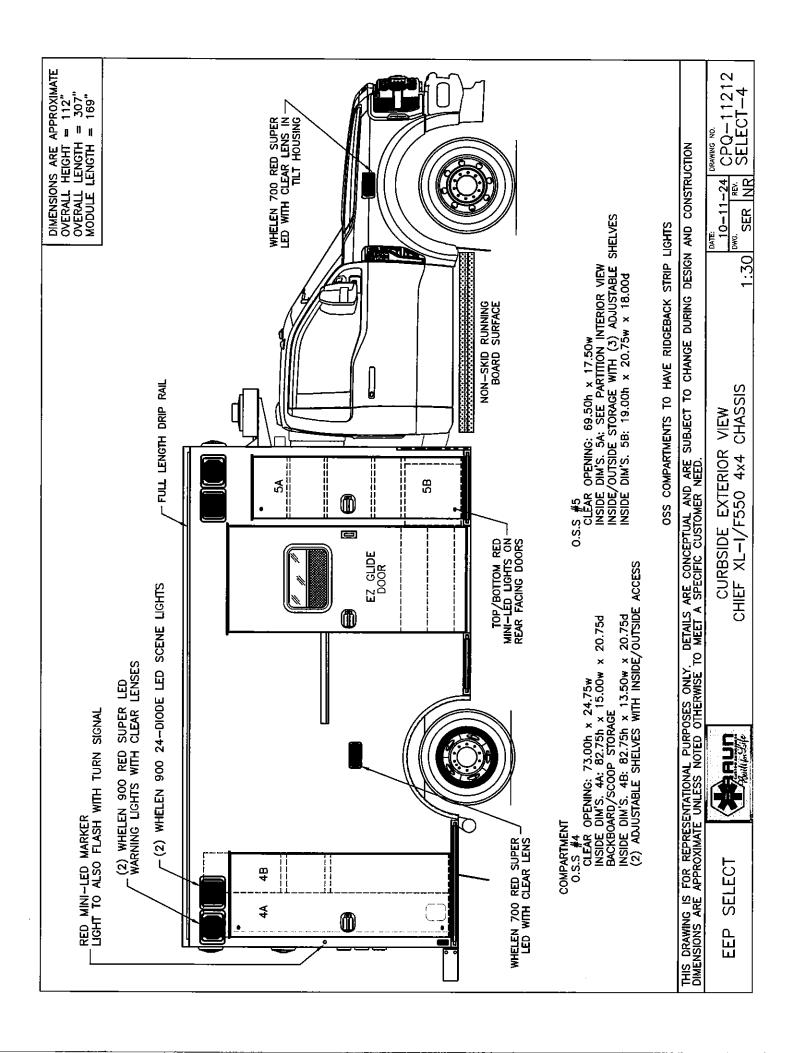
Proposal Specifications for City of Southaven, MS Fire Department

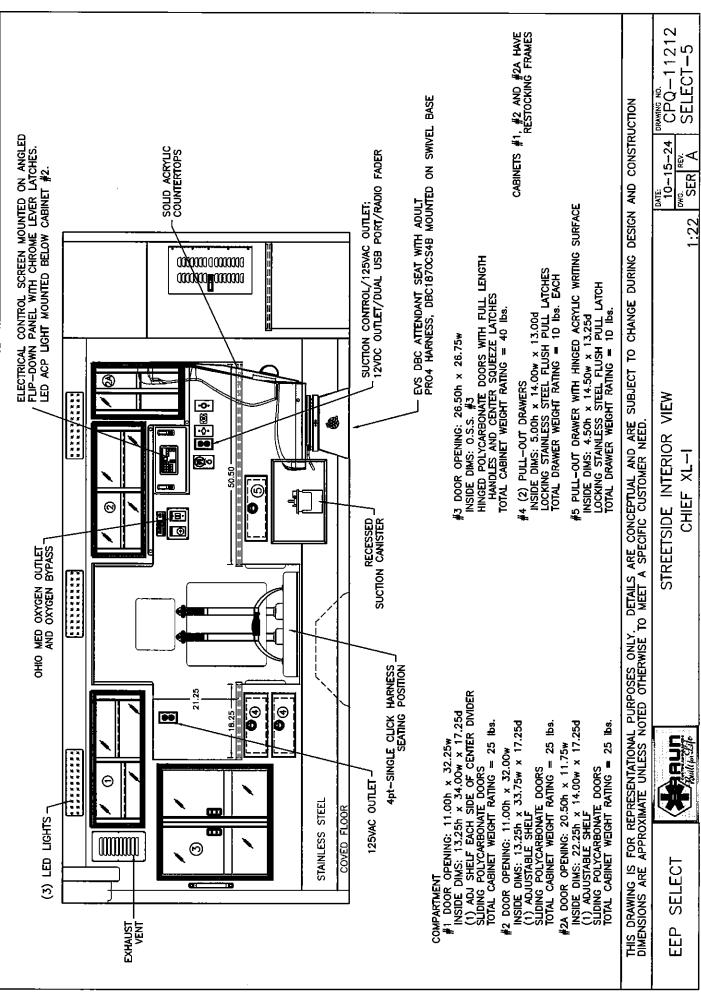
following items: Ambulance manufacturer parts, service, and operation manuals, OEM chassis owner's guide, complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems, Multiplex Electrical system programming - electronic media									
 						1			
STATEMENT OF LIM	ITED WARRA	NIY NEW	AMBUL	ANCES					









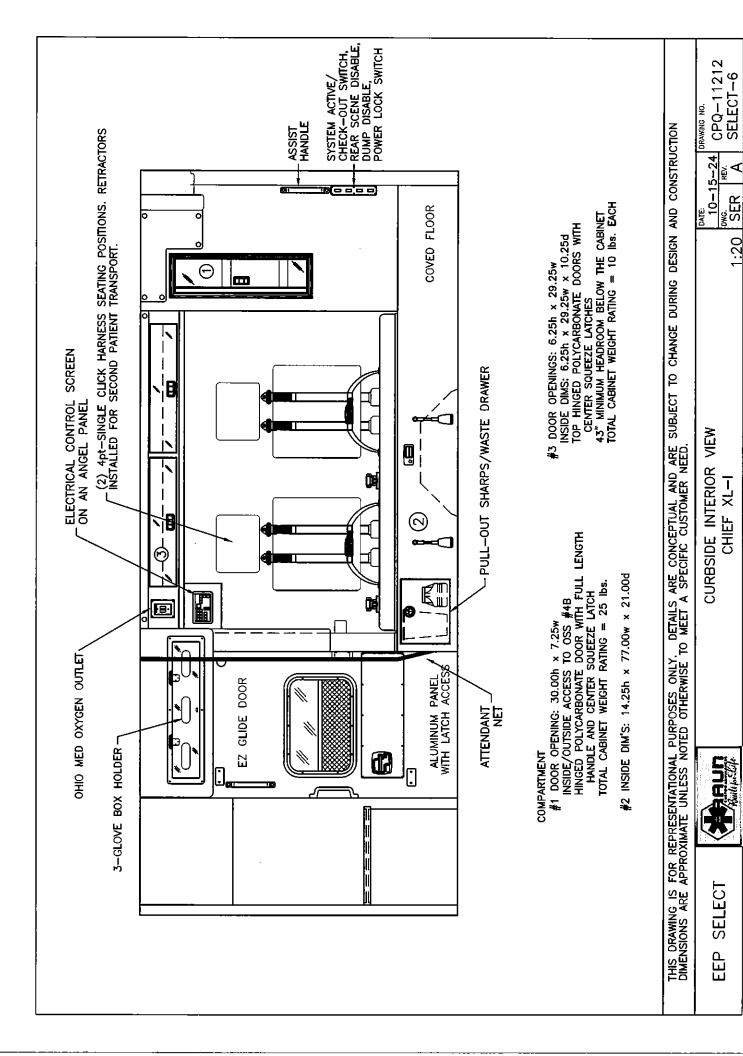


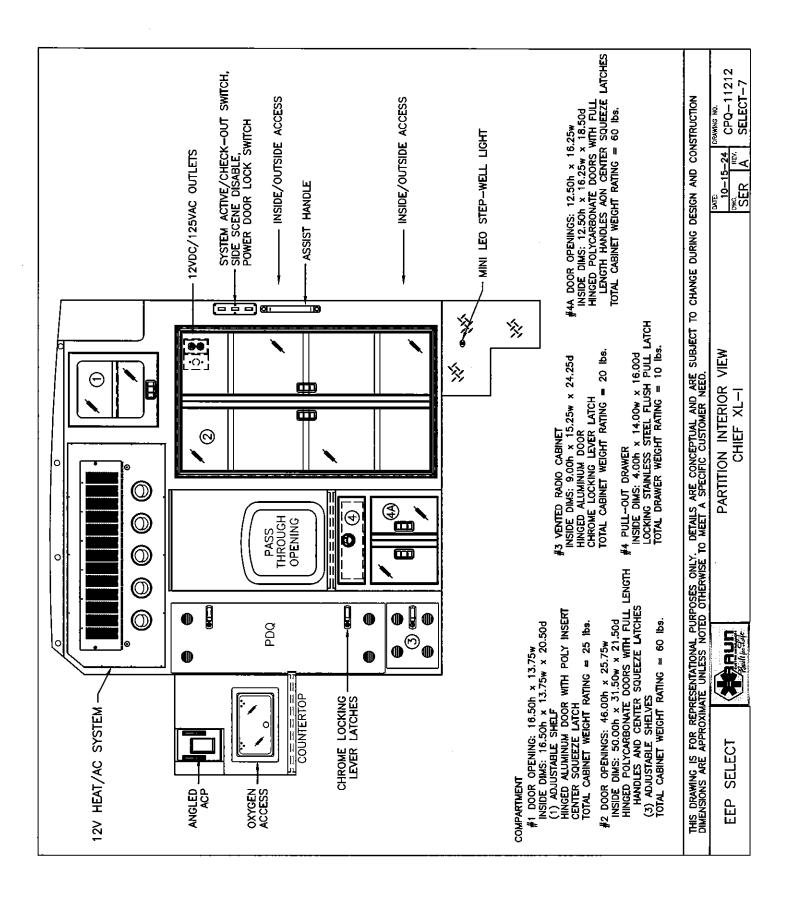
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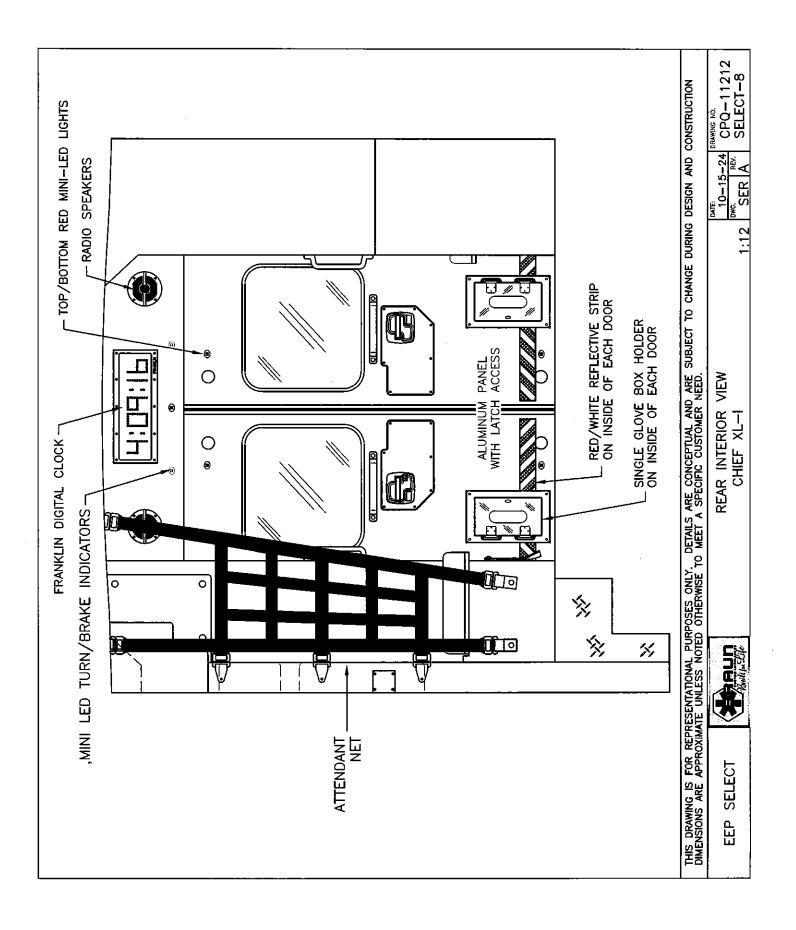
CPQ-11212 SELECT-5 SER

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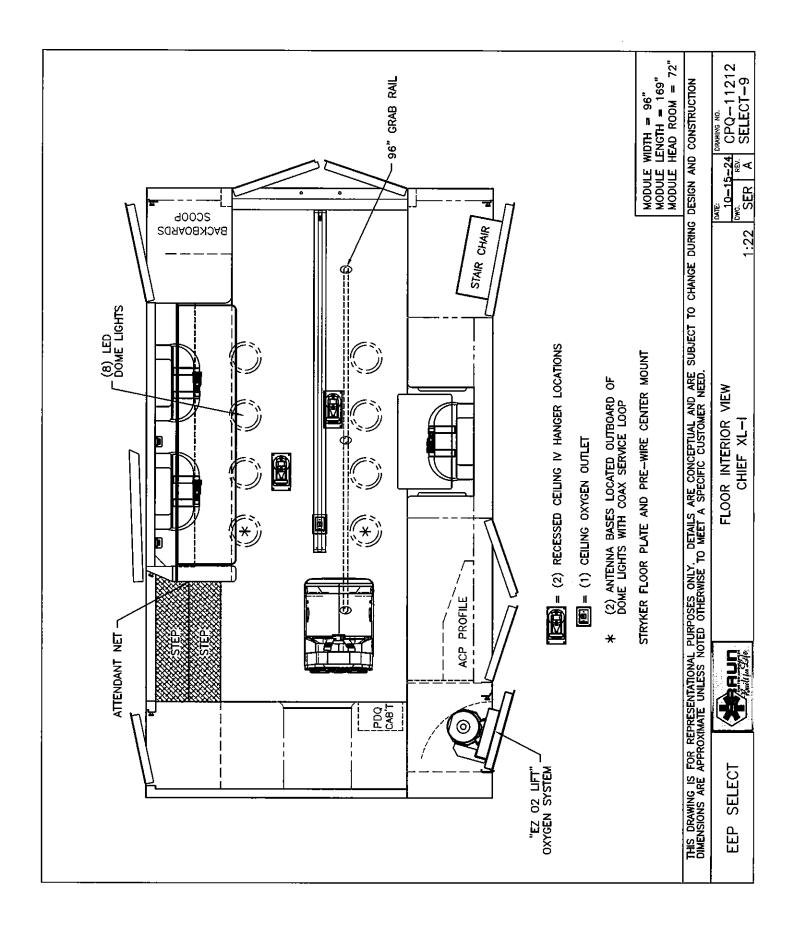


EXHIBIT C
WARRANTY



SPECIFIC LIMITED WARRANTY SOLIDBODY MODELS Effective 01-01-2014

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the MANUFACTURER) warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service.

The MANUFACTURER warrants to repair or replace at their sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the MANUFACTURER or by a Braun Authorized Service Center.

CONDITIONS:

- 1. This warranty is valid in the United States and Canada.
- 2. All warranty starts from the date of manufacture.
- 3. No other person is authorized to make any representation or warranty on behalf of the MANUFACTURER or any of its distributors or dealers other than as stated in the manufacturer's warranty.
- 4. The purchaser shall use the ambulance according to the written instructions furnished by the MANUFACTURER and failure of purchaser to properly use the product in accordance with such instructions shall void the warranty.
- 5. The MANUFACTURER reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured.
- 6. This warranty and the administration thereof does not apply to any of the following:
 - a.) Any product or component supplied by the purchaser (customer supplied parts).
 - b.) Any product produced and warranted by a manufacturer other than identified and approved by the MANUFACTURER.
 - c.) Any component part that is not produced by the MANUFACTURER and carries its own warranty.
 - d.) Any component or part that is added, repaired, modified, altered, or replaced by anyone other than the MANUFACTURER.
- 7. The structural portion of this warranty is transferable to subsequent owners.

THE FOLLOWING ACTIONS SHALL VOID THE WARRANTY:

- 1. Overloading the ambulance beyond the applicable weight rating or beyond applicable electrical rating.
- 2. Use of modular body for any purpose other than what it was originally designed to perform.
- 3. Resale without submission and approval of warranty-transfer paperwork within required time period.
- 4. Remount by anyone other than the MANUFACTURER or a Braun Authorized Remounter.
- 5. Remounting without submission and approval of authorization and warranty-extension documents.
- 6. Abuse, misuse, neglect, damage, and lack of maintenance.

EXCLUSIONS AND LIMITATIONS:

This warranty is provided in place of any implied warranty of merchantability and any implied warranty of fitness, which are hereby excluded. The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the MANUFACTURER nor any of its distributors shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc, and any remedy of incidental damages or loss are hereby excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

LIFETIME STRUCTURAL WARRANTY

The aluminum modular bodies, of Braun SOLIDBODY ambulances are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty.

INCLUSION TO WARRANTY:

- 1. The module box construction, including seams, joints, door frames, roof, floor, and wall construction.
- 2. All exterior doors.
- 3. All aluminum cabinetry.

EXCLUSION FROM WARRANTY:

- 1. Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other appointments or accessories that are not structural components of the module.
- 2. Any part or component becoming defective as a result of accident damage, misuse, abuse, negligence, or other casualty.
- 3. Damage or failure, as a result of failure to provide normal routine maintenance.
- 4. Improper repair, installation, or altering of the module by anyone other than the MANUFACTURER or a Braun Authorized Service Center.
- 5. Operation contrary to MANUFACTURER'S operating instructions.
- 6. Normal wear parts such as door rollers, latches, hinges, etc.
- 7. Any parts or products that have been repaired, modified, replaced or added.
- 8. Transportation expense including but not limited to, mileage, trip charges, fuel, towing etc.
- 9. Acts of God or natural disasters, such as flood, storm, lightning, etc.

STRUCTURAL WARRANTY TRANSFER OF OWNERSHIP:

This structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee in addition to inspection charges will apply. Once this warranty has become invalidated by failure to comply with this provision, or for any other reason, it cannot be reinstated.

STRUCTURAL WARRANTY COMPLIANCE NOTE:

An accident will terminate the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the MANUFACTURER or a Braun Authorized Dealer and/or Service Center within 60-days of the occurrence. The purpose of the inspection is to determine the structural integrity of the module and if the opportunity to reinstate the warranty exists. The MANUFACTURER has the appropriate forms that must be completed as a part of the inspection and notification process.

NON-STRUCTURAL CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module conversion is warranted to be free of defects in workmanship and installation for a period of two years from the date of manufacture or 30,000 miles, whichever occurs first. Performance and function of components and equipment not manufactured by the MANUFACTURER are covered by the applicable warranty from the supplier of the specific item in question and may be more or less than the two year conversion warranty period and in some cases may not cover labor.

INCLUSION TO WARRANTY:

- 1. Non-aluminum cabinets, interior doors and windows, hardware, latches and locks, trim, wall coverings, and accessories.
- Floor, kick plates, and cot mount hardware.
- 3. Attendant seat, squad bench, CPR seat, head pads, and other cushions and upholstery items.
- 4. Windows, grab handles, ceiling headliner, and IV hangers.
- 5. Air conditioning and heating system hoses, connections, and installation.
- 6. Other approved and accepted optional items ordered and installed at time of manufacture, that were not provided by the purchaser and do not carry an independent warranty from their manufacturer.

EXCLUSION TO WARRANTY:

- 1. Affects from normal wear and use.
- 2. Floor discoloration and marring.
- 3. Defects or damage as a result of misuse, abuse, negligence, accident, or failure to provide normal routine maintenance such as cleaning and lubricating latches, locks, etc.
- 4. Transportation expense including but not limited to, mileage, trip charges, fuel, towing, etc.
- 5. Any ordinary, incidental or consequential damages.
- 6. Component parts purchased and installed by the MANUFACTURER will be covered by the warranty provided by the supplier of that part and may be less than the two (2) year warranty, may not cover labor, and may require a part to be sent in for repair instead of replacement.
- 7. Expedited shipping costs.
- 8. All customer supplied parts, or components.
- 9. Any parts or products that have been repaired, modified, replaced or added.
- 10. Acts of God or natural disasters, such as flood, storm, lightning, etc.

CHASSIS WARRANTY

All new Braun ambulances that are mounted on a new chassis will carry the full OEM chassis warranty, as issued by the specific OEM chassis manufacturer. This warranty is administered by the chassis manufacturers' representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. Steering and suspension components are part of the chassis and therefore alignments would fall within those same guidelines and restrictions. Chassis alignments are excluded from the Braun warranty.

ELECTRICAL WARRANTY MASTERTECH ELECTRICAL SYSYTEM

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture or 84,000 miles, whichever occurs first. The electrical display (Vista) screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of \$200 for parts replacement after three years. Labor is covered for the entire seven year period.

INCLUSION TO WARRANTY:

- 1. All MANUFACTURER installed wiring, wiring terminals, and connectors.
- 2. Nodes and electrical display screens.
- 3. Initial programming and proper system functions.
- Installation and proper wiring of standard and specified optional appliances such as fans, lights, sirens, compressors, IV warmers etc.

EXCLUSION TO WARRANTY:

- Appliances and/or components purchased from outside vendors and installed in the vehicle. These items are covered by the warranty provided by those individual appliance/component manufacturers.
- 2. Chassis electrical systems which are covered by the chassis manufacturer.
- 3. Light bulbs, batteries and other normal wear/consumable type items.
- 4. Batteries and alternator systems which are covered by the OEM warranty.
- 5. Defects or damage as a result of misuse, abuse, negligence, accident, or failure to provide normal routine maintenance.
- 6. Acts of God or natural disasters, such as flood, storm, lightning, etc.

ELECTRICAL WARRANTY TRADITIONAL ELECTRICAL SYSTEM

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture or 75,000 miles, whichever occurs first. Performance and function of components and equipment not manufactured by the MANUFACTURER are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

INCLUSION TO WARRANTY:

- 1. All MANUFACTURER installed wiring, wiring terminals, and connectors.
- 2. Relays, rocker switches, circuit breakers, diodes, and solenoids.
- 3. Voltmeters, ammeters, and hour meters.
- 4. Installation and proper wiring of standard and specified optional appliances such as fans, lights, sirens, compressors, IV warmers etc.

EXCLUSION TO WARRANTY:

- 1. Appliances and components purchased from outside vendors and installed in the vehicle. These items are covered by the warranty provided by the appliance or component manufacturer.
- 2. Chassis electrical systems which are covered by the chassis manufacturer.
- 3. Light bulbs, batteries, and other normal wear/consumable type items.
- 4. Batteries and alternator systems which are covered by the OEM warranty.
- 5. Defects or damage as a result of misuse, abuse, negligence, accident, or failure to provide normal routine maintenance.
- 6. Acts of God or natural disasters, such as flood, storm, lightning, etc.

PAINT WARRANTY

This pro-rated warranty covers the areas of the ambulance body finished with specified PPG products for a period of seven years from the date of manufacture or 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year, or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years, or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-approved by the MANUFACTURER/PPG and performed by the MANUFACTURER or a Braun Authorized Service Center.

INCLUSIONS TO WARRANTY:

- 1. Peeling or de-lamination of the topcoat and/or other layers of paint.
- 2. Cracking or checking.
- 3. Loss of gloss caused by cracking, checking, and hazing.
- 4. Any paint failure caused by defective PPG Fleet Finishes which are covered by this guarantee.
- 5. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

EXCLUSIONS TO WARRANTY:

- Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow.
- 2. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing.
- Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc.
- 4. Finishes on vehicles used for competitive purposes.
- 5. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc.
- 6. Repairs made over previously refinished areas unless stripped to bare metal or appropriate substrate.

- 7. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems.
- 8. The replacement of graphics that were not supplied and installed by the MANUFACTURER.
- 9. Failure of finishes containing Non-PPG approved products.
- 10. Failure of finishes performed by Non-PPG Certified Technicians, or by facilities not certified to apply PPG products.
- 11. Failure of finishes performed by PPG Certified Refinishers who have allowed their certification to expire.
- 12. Failure of finishes that were applied without the express written prior authorization of the MANUFACTURER.
- 13. Acts of God or natural disasters, such as flood, storm, lightning, etc.

GRAPHICS WARRANTY

The MANUFACTURER warrants its vinyl graphics package to be free from defects in material and workmanship for a period of three years from the date of manufacture or 45,000 miles, whichever comes first. The MANUFACTURER will repair or replace the graphics item using new material matching the original material, should a defect in manufacture or installation occur.

EXCLUSIONS TO WARRANTY:

- 1. Damage caused by misuse, abuse, modification or improper storage.
- 2. Damage caused by power washers, or other aggressive forms of washing
- 3. Damage caused by rolling, sliding or segmented doors.
- 4. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow.
- 5. Acts of God or natural disasters, such as flood, storm, lightning, etc.

LIMITS OF LIABILITY:

The MANUFACTURER is not responsible for any damages that result from the failure of the graphics package. Damages excluded, include but are not limited to, lost profits, lost savings, damage to other equipment, or incidental or consequential damages of any kind. The MANUFACTURER will not be liable for more than the amount of the purchase price, not to exceed the current list price of the graphics package, excluding tax, shipping and handling charges. The MANUFACTURER disclaims any other warranties, expressed or implied, and the user accepts all terms described herein by installing or using this product.

REQUIREMENTS:

All repairs are to be made at the MANUFACTURER'S location, unless other arrangements are made and approved in writing prior to work being performed. Replacement labor is not included in this warranty.

Braun Industries, Inc.
1170 Production Drive
Van Wert, OH 45891
800-222-7286
419-232-7070 (fax)
ContactUs@BraunAmbulances.com
www.BraunAmbulances.com

EXHIBIT D
PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Mississippi)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Emergency Equipment Professionals, Inc., a Mississippi corporation, ("Company") and Customer (as defined in EEP's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchase Price" means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.
- i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.
- 2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
- 3. <u>Term of Agreement</u>. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
- 4. <u>Purchase and Payment</u>. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. <u>Ambulance Sales</u>. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
- 7. <u>Delivery</u>. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
- 8. <u>Standard Warranty</u>. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. <u>Disclaimer</u>. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
- 9. <u>Limitation of Liability.</u> COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

- 10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacturer in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts, or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
- 11. <u>Customer's Obligations</u>. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
- 12. <u>Default</u>. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
- 13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
- 14. <u>Arbitration.</u> Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Desoto County, Mississippi.
- 15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Emergency Equipment Professionals, Inc. will be governed by and construed in accordance with the laws of the State of Mississippi. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the EEP Proposal and these Terms and Conditions, the EEP Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

EXHIBIT E CERTIFICATIONS	· · · · · · · · · · · · · · · · · · ·	
CERTIFICATIONS	EXHIBIT E	
	CERTIFICATIONS	



Ford Motor Company

Is proud to recognize

Braun Industries, Inc.

as a participant in the

Ambulance

Qualified Vehicle Modifier Program



Randy M. Freiburger -SVE Quality Programs Mgr.

September 2021



Ambulance Manufacturers Division (AMD)

An Industry Division of the National Truck Equipment
Association

37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 • 248/489-7090 • Fax 248/489-8590

January 12, 2006

Mr. Phillip Braun Braun Industries Inc. 1170 Production Dr. Van Wert, OH 45891

Dear Mr. Braun,

Pursuant to your request, this letter confirms that Braun Industries Inc., at the address shown above, is a member in good standing of the AMD (Ambulance Manufacturers Division) and a member in good standing of the NTEA (National Truck Equipment Association) since 1986.

If you have any questions, please feel free to contact me at 800-441-6832.

Stephen C. Spata

NTEA Technical Services Mgr.

Secretary, Ambulance Manufacturers Division



September 29, 2003

To Whom It May Concern:

This letter is to verify that ambulances manufactured by BRAUN INDUSTRIES, INC. after 1974 were manufactured in full compliance with KKK-A-1822, Revisions, and AMD Standards as follows:

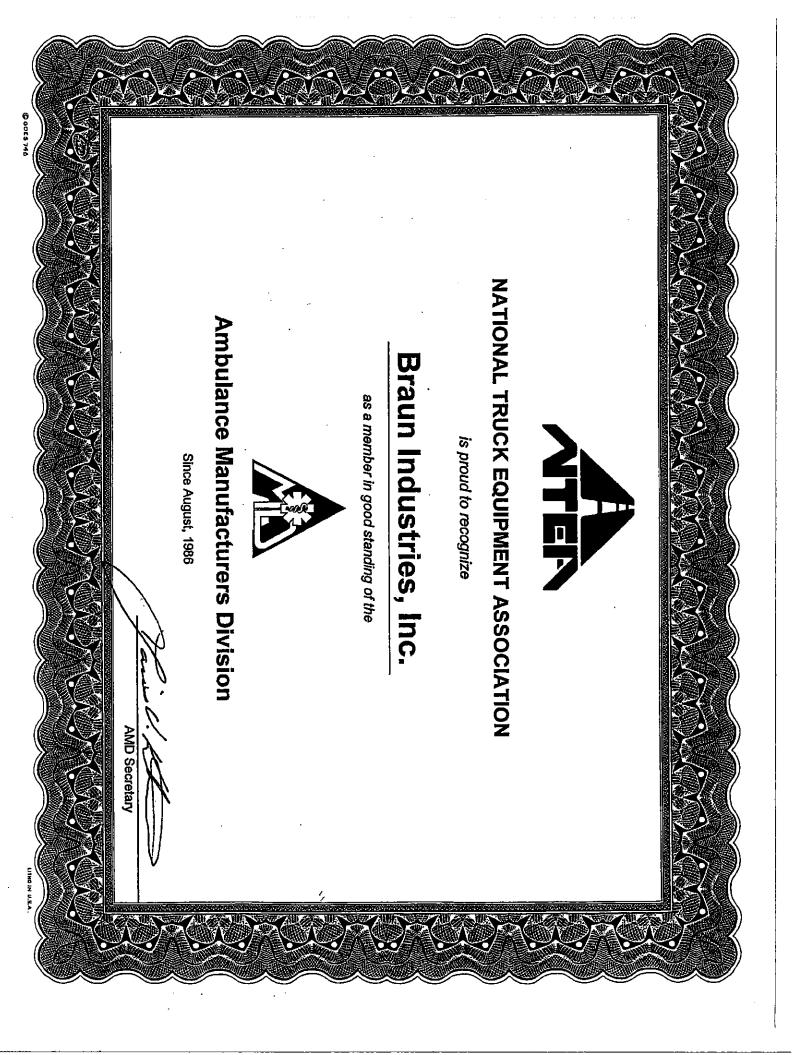
<u>KKK-A-1822</u>	REVISION	EFFECTIVE DATE	AMD STANDARD
KKK-A-1822	None	01-02-1974	001-006
KKK-A-1822	A	01-01-1981	001-006
KKK-A-1822	В	06-01-1985	001-006
KKK-A-1822	С	01-01-1990	001-009
KKK-A-1822	D	11-01-1994	001-009
KKK-A-1822	E	06-01-2002	001-015

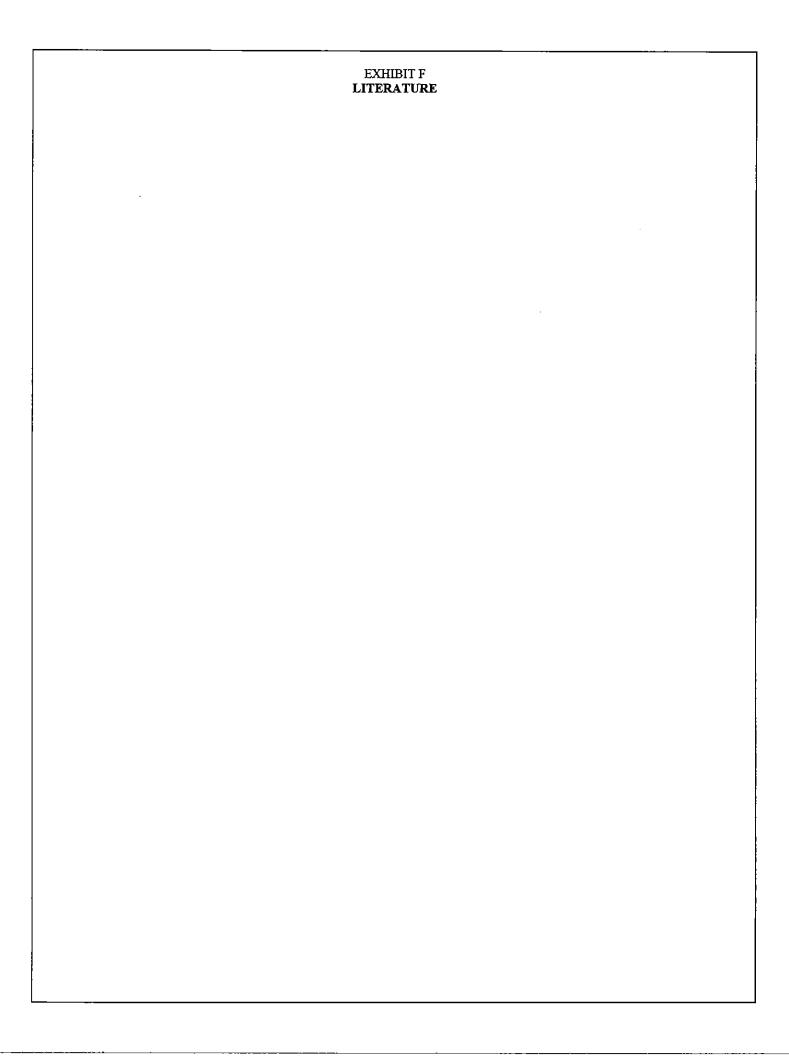
Verification by an independent outside engineering firm is available upon request.

Respectfully,

BRAUN INDUSTRIES, INC

Princip C. Braun President and CEO







THE CROWN JEWEL OF THE BRAUN LINEUP

Trusted by departments nationwide, the Chief XL delivers the rugged reliability and precision craftsmanship that <u>defines the Braun standard of excellence</u>.

Available in both Type I and Type III configurations with seven chassis options in 2WD or 4WD, the Chief XL adapts to your department's specific operational requirements.

Built for performance under pressure, this customizable platform consistently outperforms in demanding emergency environments—making it the preferred choice for departments that demand vehicles as reliable as their personnel.







RUGGED & DEPENDABLE

FULLY WELDED-IN CABINETRY

Crash-tested lightweight cabinets remain secure to protect lives

SOLID ACRYLIC COUNTERTOPS

High-quality material, enhanced aesthetics, and rounded edges

ARCHED ROOF DESIGN

Signature roof design adds strength and eliminates water and snow pooling

FULLY FUNCTIONAL

EZ GLIDE™ SLIDING DOOR

Enhanced safety and convenience for your crew

CONFIGURABLE INTERIOR & EXTERIOR CABINETS

Configured cabinets to meet department working style and more

EBERHARD FREE FLOATING LATCHES

Easier to grip & holds up during everyday use

BUILT FOR LIFE

SOLIDBODY™ CONSTRUCTION

Life-saving strength, also efficiently reduces fuel and operational costs

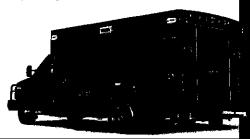
LIFETIME STRUCTURAL WARRANTY

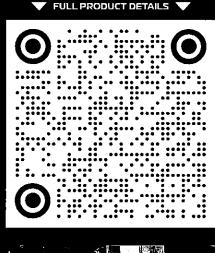
One of the most comprehensive warranties in the industry, transferable through resale or remount

REMOUNTABLE

Truly 'Built for Life', ask us about our remount packages









			TYPE I			TYF	E III
	Ford F450*	Ford F550	Chevy 5500HD	RAM R4500	RAM R5500	Ford E450*	Chevy G4500
Fuel Type	Gas or Diesel	Gas or Diesel	Diesel	Gas or Diesel	Gas or Diesel	Gas	Gas
Overall Length	307"	307~	298.75″	306.5	306.5	272.75	279************************************
Overall Width	98″	98″	98″	98 "	98″	98″	98*
Overall Height	112″	112"	112"	112*	112″	-112	112.7
Module Length	169 ~	169 -	169"	169″	169 -	169 -	169″
Module Width**	96~	96-	96~	96″	96″	96	96 🗒
Headroom	72″	72″	72″	72~	72~	72~	72~
Wheel Base	193*	193″	198″	193″	193″	158 🗐	159

[&]quot;Ford F450 & E450 not available in 4x4 chassis

[&]quot;Add 2" to overall width to include rub rails & exterior side warning lights



FIND YOUR NEAREST DEALER AT

BraunAmbulances.com

 $f \times in \bigcirc M$

1170 Production Drive Van Wert, OH 45891 Siddons Martin Emergency Group, LLC 892 Kansas St. Memphis, TN 38106 DEALER # 21916

July 14, 2025

Trey Bledsole SOUTHAVEN FIRE DEPARTMENT & AMBULANCE SERVICE 8710 NORTHWEST DR SOUTHAVEN, MS 38671



Proposal For: 2025 Southaven Fire

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SOUTHAVEN FIRE DEPARTMENT & AMBULANCE SERVICE. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SOUTHAVEN FIRE DEPARTMENT & AMBULANCE SERVICE and training on operation and use of the apparatus.

Description		Amount
Qty. 1 - 22219 - (Unit Price - \$357,421.00) Delivery within Immediate Delivery (Stock Unit) of order date		
QUOTE # - SMEG-0009988-2	Vehicle Price	\$357,421.00
	22219 - UNIT TOTAL	\$357,421.00
	SUB TOTAL	\$357,421.00
	Straight Purchase	\$0.00
	TOTAL	\$357,421.00

Price guaranteed until 9/11/2025

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Tennesse. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,	
Mark Carter	
	_, the authorized representative of SOUTHAVEN FIRE DEPARTMENT & AMBULANCE SERVICE, sed and agree to the terms of this proposal and the specifications attached hereto.
Signature & Date	

July 1, 2025

Live Nation Worldwide, Inc. 2821 2nd Avenue South, Suite D Birmingham, AL 35233 Attn: Jay Wilson

Dear Jay:

Reference is made herein to that certain Facility Use Lease Agreement by and between the City of Southaven ("Licensor") and Live Nation Worldwide, Inc. ("LN") (collectively, the "Parties") with respect to the use of the Bank Plus Amphitheater ("Venue") for a live concert performance featuring James Taylor on September 13, 2025 ("License Agreement"). All capitalized terms used in this letter ("Letter Agreement") and not defined herein shall have the meaning attributed to them in the License Agreement. In recognition of the larger (but non-exclusive) relationship between the Parties, the Licensor and LN have agreed to certain additional financial terms related to the Event. Any inconsistency or ambiguity between this Letter Agreement and the License Agreement shall be resolved in favor of this Letter Agreement, and this Letter Agreement shall govern notwithstanding any merger or integration clauses or other similar provisions contained in the License Agreement.

- 1. All income or losses (as applicable) to be split 50-50 between Licensor and LN, which includes:
 - LN promoter profit or loss
 - Facility Fee
 - Net Rent
 - Net venue Ticketmaster Royalty fee
 - Net Merchandise
 - Net Food & Beverage
- 2. The Parties shall make all reasonable efforts to settle, reconcile and make payment of any amounts due pursuant to this Letter Agreement no later than ten (10) business days following the Event.
- 3. To the extent permitted by law, Licensor agrees not to disclose to any third party (a) this Letter Agreement (or any portion thereof) or (b) any confidential or proprietary information of LN which (i) is designated confidential or proprietary or (ii) LN reasonably expects to be treated as confidential based on the context of the disclosure and the sensitive nature of the information including, without limitation, booking and production data and Artist-specific information (collectively, "Confidential Information") without the prior written consent of LN. Licensor shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party other than to its employees, directors and advisors (including legal, financial and accounting advisors) (collectively, "Representatives") who have a need to know such Confidential Information. Licensor shall be responsible for any disclosure of Confidential Information by any of its Representatives that would

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constitute a breach of this Section if made by Licensor. The following shall not be considered Confidential Information: information in the public domain or information which becomes publicly available other than through unauthorized disclosure by Licensor or its Representatives. If Licensor or any of its Representatives becomes legally compelled (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Licensor will promptly notify LN of such requirement so that LN may seek an appropriate remedy or waive compliance with the terms of this Section. In the event that such remedy is not obtained, or LN waives compliance with the provisions of this Section, Licensor agrees to furnish (and cause its Representatives to furnish) only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

Best regards,

City of Southaver

Title: Mayor

ACCEPTED AND AGREED:

Live Nation Worldwide, Inc.

Ist Wilson

Title SVP Booking

PROFESSIONAL SERVICES AGREEMENT BETWEENTHE CITY OF SOUTHAVEN AND ANDREA GLAUDE

This Agreement is executed as of the date set forth below between the City of Southaven ("City") and Andrea Glaude (hereinafter "Contractor").

WHEREAS, the City has the authority to contract with independent contractors for assistance needed with City functions; and

WHEREAS, City desires to contract with Contractor on as-needed basis as determined by the City Mayor to provide financial, budgeting, accounting, operational and procedural guidance, and consulting for the City; and

WHEREAS, Contractor is willing to contract with the City, and City is willing to contract with the Contractor, on the terms, covenants, and conditions set forth in this Agreement; and

WHEREAS, the Contractor and City recognize and accept the value of the benefits contained in this Independent Contractor Agreement and the benefits set forth therein are just, adequate and sufficient consideration for their covenants and agreements set forth herein.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. EMPLOYMENT

- 1.1 Position. City hereby contracts with, engages, and authorizes the City Mayor to contract with the Contractor on an as-needed basis as determined by the City Mayor for the assistance with financial, budgeting, accounting, operational and procedural guidance, and consulting.
- 1.2 **Duties.** The Contractor may also render such other services and duties as may be assigned to Contractor by the City Mayor.
- 1.3 Term. This contract shall continue until terminated by CITY or Contractor with such termination requiring ten (10) days-notice.

SECTION 2. COMPENSATION

- **2.1** Compensation. When working for the City, the Contractor shall be paid monthly in the amount of Six Thousand Dollars and 00/100 (\$6,000.00). In the event, Contractor works less than forty (40) hours for the month, compensation shall be pro-rated based on an hourly rate of \$150.00 per hour.
- **2.2** Expenses. City shall reimburse Contractor for any expenses incurred by Contractor as part of Contractor's duties under this Agreement.

SECTION 3. TERMINATION. This Agreement may be terminated for convenience and without cause by either City or Contractor upon the giving of ten (10) days prior written notice to the other party.

SECTION 4. INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges that she is an independent contractor and is not a partner, joint venture nor employee of City. Contractor shall have no authority to bind or otherwise obligate City in any manner, nor shall Contractor represent to anyone that she has a right to.

SECTION 5. INABILITY TO CONTRACT FOR CITY. Notwithstanding anything to the contrary in this Agreement, Contractor shall not have the right to make any contracts or commitments for or on behalf of City.

SECTION 6. REPRESENTATION AND WARRANTIES OF CONTRACTOR. Contractor represents and warrants to City that there is no employment contract or any other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

SECTION 7. MODIFICATION AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with the Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION 8. PARTIAL INVALIDITY. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

SECTION 9. NO WAIVER. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

<u>City:</u>	Contractor:
City of Southaven	Andrea Glaude
Melanie Drisdale	
8710 Northwest Drive	
Southaven, MS 38671	

All notices and other communications shall be deemed to be given at the expiration of five (5) days after the date of mailing. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

- 10.2 Forum of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Mississippi.
- 10.3 Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the construction and interpretation of the provisions of this Agreement.
- 10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES OF THE PARTIES HERETO, this the day of July, 2025.

City of Southaven:

Contractor:

Darren Musselwhite, Mayor

Andrea Glaude