



CITY COUNCIL Regular Meeting

August 18, 2025

6:00 PM, Council Chambers - 111 E. Maple Ave.

To view a Council meeting agenda, visit <https://independencemo.portal.civicclerk.com/> and select 'Most Recent Council Agenda'.

INVOCATION

1. The Invocation will be given by Stephen Ballentyne, Assistant Pastor at the Mount Zion Restoration Branch

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to issue a purchase order to Power Engineers, Inc. in the amount of \$154,114.00 for Augmented Engineering Services for the Power & Light Department (IPL).
2. Council action is requested to renew a contract with Pinnacle Staffing Group for Fiscal Year 2025-2026 and 2026-2027 for Custodial Services for the Power & Light Department and the Parks and Recreation Department. This contract was approved in FY2025 for one year with two one-year renewal options. *(This addresses item 4.1.d and 6.3.c in the 2023-2024 Independence Action Plan).*
3. Council action is requested to authorize the City Manager to sign and accept the 2025/2026 Law Enforcement School-Based Initiative (LESBI) Agreement from Jackson County COMBAT in the amount of \$225,000.00 to be used for the Police

Department's Students Transitioning Exceptionally Prepared (STEP) program.

4. Council approval is requested to issue a blanket purchase order for \$150,000.00 to accommodate fuel purchase for Fire Department vehicles and apparatus with QuikTrip through WEX Bank.
5. Council action is requested to issue a purchase order for \$240,000.00 to WEG Transformers USA LLC. (WEG), for power distribution transformers, for the Power & Light Department.
6. Council action is requested to issue a purchase order for \$180,000.00 to Solomon Corporation, for transformer repair/re-manufacturing, for the Power & Light Department.
7. Council action is requested to issue a purchase order for \$575,000.00 to Graybar Electric, for aluminum & copper cable/wire, for the Power & Light Department.
8. Council action is requested to expend \$350,000.00 in purchase orders for fiscal year 2025-2026 to Fletcher-Reinhardt for steel and aluminum poles for the Power & Light Department.
9. Council action is requested to expend \$160,000.00 in purchase orders for fiscal year 2025-2026 to Anixter for steel and aluminum poles for the Power & Light Department.
10. Council action is requested to issue a purchase order for \$850,000 to Fletcher-Reinhardt, for utility hardware group 1, 2, 4, 5 and 6 for fiscal year 2025-2026, for the Power & Light Department.
11. Council action is requested to issue a purchase order for \$350,000 to Stella-Jones, for wood transmission & distribution poles, for the Power & Light Department.

RESOLUTIONS

1. 25-778 A resolution reappointing Les Boatright to the Public Utilities Advisory Board.
2. 25-779 A resolution appointing Donna Knold and GK Callahan to the Independence Arts Council
3. 25-780 A resolution appointing Jason Pearson to the Heritage Commission
4. 25-781 A resolution amending the appointment of Haven Herndon and Lee Argo to the Heritage Commission
5. 25-782 A resolution establishing the "City Manager Recruitment Sub-Committee" of the City Council, Appointing members, and defining the Committee's rules and

responsibilities (Requested by Councilmember Bridget McCandless).

REGULAR AGENDA

PUBLIC HEARING(S)

ORDINANCES

1. 25-060 **2R** An ordinance amending the Independence City Code Chapter 18, Traffic. *(Sponsored by Councilmember McCandless)* **2R**
2. 25-064 **2R** An ordinance authorizing the issuance of not to exceed \$32,000,000 principal amount of general obligation bonds, series 2025 of the City of Independence, Missouri, and certain other documents and actions by the City. **2R**
3. 25-065 **2R** An Ordinance amending Ordinance No.19425 and the HOME-ARP 2021-22 Annual Action Plan; and making the necessary appropriations **2R**
4. 25-066 **2R** An ordinance authorizing the Industrial Development Authority of the City of Independence, Missouri, to amend its articles of incorporation. **2R**
5. 25-067 **2R** An ordinance authorizing the acceptance of funding from Jackson County, Missouri, through a recipient award from COMBAT, which allocates \$90,000.00 to the City of Independence, Missouri, for a substance use and prevention program and adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **2R**
6. 25-068 **2R** An ordinance authorizing the City Manager to execute a grant agreement with the Missouri Highways and Transportation Commission for the realignment of the East US-24 Highway and South Ash Avenue intersection, in connection with the 24 Highway Complete Streets Phase 3 Project (City Project No. 112212 / Federal Project No. CMAQ-3379(443)). **2R**

FIRST READING(S)

1. 25-069 **1R** An ordinance authorizing the City Manager to accept a grant from Mid-America Regional Council in the amount of \$81,370 for the City's Senior Adult Nutrition Site Program for Fiscal Year 2025-2026, and execute the Community Center Services Agreement; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and, authorizing certain future appropriations. **1R**
2. 25-070 **1R** An ordinance authorizing acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Kansas City / Overland Park DEA Task Force Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of

\$165,015.00; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. **1R**

3. 25-071 **1R** An ordinance authorizing the acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Investigative Support Center Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of \$135,054.31; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. **1R**
4. 25-072 **1R** An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **1R**
5. 25-073 **1R** An ordinance approving a rezoning from District R-18/PUD (Moderate Density Residential/Planned Unit Development) and District C-1 (Neighborhood Commercial) to District C-1 (Neighborhood Commercial) for the property located at 201 E. Partridge Avenue. **1R**
6. 25-074 **1R** An ordinance approving a Special Use Permit to operate a convenience store at 11037 East Winner Road, in Independence, Missouri. **1R**
7. 25-075 **1R** An ordinance approving a Final Plat for Little Blue Estates—Plat 1B located on Quail Drive west of Jackson Drive in Independence, Jackson County, Missouri. **1R**

INFORMATION ONLY

1. Municipal Court Report for July 2025
2. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Power Engineers, Inc. in the amount of \$154,114.00 for Augmented Engineering Services for the Power & Light Department (IPL).

Recommendations:

Approval is recommended.

Background:

Independence Power & Light (IPL) has engaged Power Engineers, Inc. for engineering services annually for over 7 years. The need for this support has grown partially due to the increased activities of high-profile, high-reliability customers coupled with staffing shortages in IPL's Engineering division. Contract proposals call for a not-to-exceed amount of \$154,114.00. The expectation is for a continued need for these services to supplement vacant positions among engineering staff.

IPL has requested this proposal from Power Engineers, Inc. to provide staff augmentation support for project management, transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, and construction observation support for IPL projects. Additionally, Power Engineers, Inc. has included options in this proposal for substation design support, as needed.

Projects have been increasing in number and there is a need for detailed engineering for electrical services, including to high-profile and high-reliability customers, such as the new Northpoint development. Power Engineers, Inc. has the skill sets and the experience to assist IPL in both regular and highly specialized areas. Power Engineers, Inc. proposed staff are local and can quickly and efficiently respond to IPL requests.

Power Engineers, Inc. is an approved architectural and engineering vendor in the city. They have the skill sets, software, and systems in place to provide the required support efficiently and economically.

Approval of this item authorizes the City Manager to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available. The requested services are to be performed and included in the fiscal year 2025-2026.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city totals \$154,114.00. Funding for the Augmented Engineering support is included in the fiscal year 2025-2026 proposed budget, page 246, account number 0206160-5226, Engineering, Professional Services, IPL Fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IPL Staff Augmentation FY2026 Proposal - Revision 1 (002)
2. Limited Source Form - Power Engineers - Augmented Engineering Services Fiscal 2026



Independence Power & Light

City of Independence - MO
Staff Augmentation FY 2026
Revision 1 - May 28, 2025

Eric Schultz

VICE PRESIDENT, PROJECT MANAGEMENT

(913) 304 7902

eric.schultz@powereng.com

Why POWER?

By partnering with POWER, The City of Independence Power & Light will benefit from the following:

- » **A responsive, local team.** Located less than 40 minutes away from IPL's office, our proposed team is based out of Overland Park, Kansas and can quickly respond to your requests.
- » **Comprehensive Power Delivery Support Staff.** Our Overland Park office houses various disciplines of expertise including transmission, distribution, substation, and studies.
- » **Client-focused staff.** Our team will listen to the needs of IPL and develop a sound engineering design to suit your specific concerns.
- » **Familiarity with your system.** Our experience with your system will allow an efficient start to the project, with minimal ramp-up time, with a retired IPL distribution employee assigned to the project.



WWW.POWERENG.COM

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C. Qualifications

D. Project Descriptions

E. Scope of Services and Fee

Appendices

1. Staff Resumes
2. FY2026 Schedule of Charges
3. Draft FY2026 Agreement
4. Vendor Certification Regarding Debarment and Suspension



16041 FOSTER OVERLAND PARK, KS 66085 | 913-681-2881
WWW.POWERENG.COM

May 28, 2025

Mitch Krysa
Power Engineering Manager
Independence Power & Light
17221 East 23rd St.
Independence, MO 64057

Subject: Independence Power & Light – Staff Augmentation Proposal for FY 2026 – Revision 1

Dear Mitch:

POWER Engineers (POWER) appreciates the opportunity to submit this proposal in response to Independence Power & Light's request to provide continued staff augmentation support into the City's Fiscal Year 2026. The proposed scope and budget are intended to provide a continuation of our services from 2024 and through the first half of 2025, commence on September 1, 2025, and provide budget coverage for services through February 1, 2026. Our qualifications, scope of work, proposed team, and budget are described in this document. The contract for professional services between IPL and POWER, as executed by the City on January 5, 2024, is amended for re-execution for use with this scope of work during the new performance period, and included with this proposal. This proposal is valid for 90 days.

Thank you again for the opportunity to provide our services. If you have any comments or questions, please contact me at eric.schultz@powereng.com or at 913-304-7902. We look forward to working with your team.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric C. Schultz", written over a light blue horizontal line.

Eric C. Schultz, P.E., PMP
Vice President, Project Management



INTRODUCTION

The City of Independence Power & Light (IPL) has requested a proposal from POWER to augment its power delivery engineering staff and assist with various projects, municipal utility functions, and IPL's day-to-day efforts. With numerous staff roles currently vacant combined with an accumulating workload, IPL has identified the need to bolster its staff resources through seconded employees provided by POWER. The goals of the agreement are to fill staffing gaps in IPL's engineering department, offload responsibilities from overburdened roles, and provide IPL with professionals that have the flexibility to help where needed.

Independence Power & Light's current needs were communicated in the meeting held at the Independence Utilities Center Office on August 24, 2023. These needs include engineering and design support for distribution permit applications, lighting designs, underground distribution subdivision design, transmission and substation engineering, project management, and NERC audit support. POWER's approach to meeting these needs is to provide roles with specific areas of expertise that can jointly address IPL's current staffing and workload concerns.

POWER's proposal includes two (2) distinct areas of support in response to the concerns outlined during the meeting with IPL in August, and subsequent conversations. This includes a distribution senior consultant and substation engineer. The *Scope of Services* section in this proposal provides an overview of how these roles are intended to be utilized. POWER understands that although general areas of work are anticipated for the agreement, the day-to-day work assignments will differ based on the needs at the time. It is POWER's intent to be flexible with assignments by allowing IPL to direct seconded employees within the general scope of the agreement as they see fit.

Finally, POWER recognizes the need to provide project management and oversight regarding this agreement to achieve the best performance of the services above. POWER is including project management support for the duration of the project in order to coordinate the project efforts and needs, set project expectations and goals, and provide IPL with a clear and direct line of communication.

C. Qualifications



About POWER

Founded in 1976, POWER Engineers is a progressive consulting engineering firm specializing in energy, facilities, communications, and environmental services. As a nationally ranked consulting and engineering firm, POWER is committed to being our clients’ first choice. As an employee-owned, multidiscipline consulting engineering firm, POWER employs a variety of skilled and experienced personnel capable of search out solid solutions for every challenge.

POWER in Kansas

POWER has 25 active clients in the Kansas City metro area, and 209 employees based in our Overland Park office.

Engineering Services

POWER has successfully completed thousands of transmission, distribution, and substation projects, including new designs, modifications, additions, and upgrades. We regularly perform the services listed below.

DESIGN • Overhead & Underground Distribution • Reconductor, Relocations, Joint Use • Overhead Transmission Line • Greenfield Substation • Substation modifications, additions, and upgrades • Material Specification and Selection • Construction Work Plans • PLS-CADD, PoleForman, AutoCAD Utility Design (AUD)	SUPPORT • Owner’s engineering services • Cost estimating • Geotechnical evaluations • Surveying • Siting and Routing Selection • Work Order Inspection • Standards Development • Asset Management Systems • Coordination of multi-station area improvements • Asset Management and GIS • Budget Tracking • Cost Forecasting • Schedule Progress • Material Management
INSTALLATION • Material procurement • Construction Inspection • Project Management & Oversight • Engineering Field Support	

Relevant Projects

Some of our recent design projects are described on the following pages. More project experience is detailed in the resumes of proposed team members.

Project Descriptions

Baxter Springs Greenfield Substation and Distribution Project

Client: Liberty Utilities

Location: Missouri

Liberty Utilities needed to build a new station to help reinforce transmission and distribution system reliability and to withstand extreme weather events such as tornadoes. As a result, they enlisted POWER to help with the Baxter Springs Substation and Distribution project which included a new 161/12 kV greenfield substation, a 161 kV transmission tie-in to the new substation, and a 12 kV distribution build-out from the new substation. As Prime, POWER performed the complete engineering, procurement and construction (EPC) scope, plus managed six subcontractors for a successful outcome.

POWER Services

- » Engineering project management
- » Permitting support activities
- » Physical, structural, electrical engineering and design
- » Equipment technical specifications development
- » Equipment compliance reviews
- » Control house layout and design
- » SCADA
- » Testing and commissioning support
- » Construction management in the field

Accomplishments

- » Resiliency for the future. Working synergistically, POWER helped Liberty Utilities effectively add resiliency to the system by providing a new replacement power source to the area with upgraded distribution capacity and ability to withstand weather events.
- » Acute attention to a timely schedule. POWER accurately forecasted and managed timely delivery of major materials to the project site so they could be installed in a logical sequence with the overall construction activities.
- » Focus on quality. POWER followed specific quality assurance guidelines and confirmed that materials purchased complied with Liberty Utility specifications and standards.

4-kV to 12-kV System Upgrade

Client: City of Ottawa

Location: Ottawa, Kansas

This project included collecting field data of existing structures as existing information of attachments and pole locations was unavailable. POWER mapped out the existing system and planned conversion from 4-kV distribution to 12-kV in a downtown back alley. The existing infrastructure needed to stay in service during construction with minimal outages to the businesses that the circuit served. The project also eliminated some old platform transformer banks that were rotted and dangerous to access. POWER's engineering design responsibilities included the following:

- » Maps
- » Plan Drawings
- » Annotated Pictures Showing Transfer of Services
- » Bill of Materials

Grid Modernization Program

Client: Oklahoma Gas & Electric

Location: Oklahoma

Oklahoma Gas & Electric Company (OG&E) wanted to modernize their distribution grid to increase system reliability and resiliency. They partnered with POWER to assess their distribution circuits, propose improvements, deliver construction packages, provide construction support, and incorporate any field changes to improve structural and functional integrity of circuits in eastern Oklahoma and western Arkansas. The project featured:

- » Over 30,000 distribution poles with 1,800 poles replacements
- » Over 150 transformers and designed replacements for over 100 overloaded transformers
- » Design/construction packages for 26 circuits including 600 trip savers, 150 lightning arrestors, 250 fuses, 50 capacitor banks and 8 regulators

Circuit 15 Distribution Line

Client: City of Ottawa

Location: Kansas

The City of Ottawa hired POWER to design a new overhead distribution circuit to a new industrial park. The line was approximately 2.5 miles in length and crossed a major highway. Part of the line was double circuit.

South System Distribution Study

Client: City of Ottawa

Location: Ottawa, Kansas

POWER created a model of the City's distribution system south of the river using SynerGEE Electric simulation software. Each feeder was mapped out and modeled with both pole and pad mounted transformers located in their corresponding locations for each feeder. POWER then performed a load flow analysis as well as a projected growth analysis to determine areas of the distribution system that may have had any deficiencies. POWER's engineering design responsibilities included the following:

- » Complete Model of All Distribution Feeders
- » Load Flow Analysis
- » System Growth Projections
- » Determine Possible Capacitor Locations
- » Determine Low or High Voltage Points in the System
- » Identify Potentially Overloaded Circuits

E. Scope of Services

PROJECT UNDERSTANDING

Independence Power & Light (IPL) has requested this proposal from POWER to provide staff augmentation support for transmission and distribution engineering, and substation engineering. The scope of work includes distribution permit application review and design, lighting design, underground subdivision design, NERC audit support, transmission pole replacement design, substation design support and construction observation support for IPL projects.

WHAT YOU GAIN WITH OUR WORK PLAN

Our work plan does the following:

- » Defines the scope of work so you know exactly what we intend to do.
- » Lists the deliverables that you will receive.
- » Identifies your key project concerns and our proposed solutions.
- » Becomes the foundation for project scheduling and budgeting throughout the project life.

WORK BREAKDOWN SUMMARY

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0. PROJECT MANAGEMENT

0.1 Project Management Administration

Supervise and coordinate project participants to complete all tasks and activities directed by IPL. Monthly reporting is expected to be completed to communicate updates on the project, contract progress and invoicing, and issues and concerns.

0.2 Project Meetings

Attend project meetings with the IPL team once a month to facilitate coordination, establish focus areas and project needs, and gather feedback on the project to date. Project meetings are anticipated to be held via Teams unless requested otherwise.

1. STAFF AUGMENTATION (SECONDED EMPLOYEES)

Provide the anticipated roles included based on Independence Power & Light's requested support activities (see Support Services section). These roles will report directly to IPL supervision for work assignment and are intended to support specific types of work as described in this section.

1.1 Onsite Distribution Senior Consultant

Provide technical support for permit application resolution through field reviews, design guidance, and constructability. This role will also provide experienced mentorship and support for distribution designers to expedite familiarity with IPL standards and processes, as well as provide field support for a steel pole installation project. In addition to the design role, this role is also responsible for attending regular IPL morning meetings and relaying IPL needs back to POWER, engaging other staff augmentation roles as required. The Onsite Distribution Senior Consultant is planned to work from IPL's office up to two days per week for the duration of the engagement as distribution design support.

2. SUPPORT SERVICES

2.1 Distribution Permit Application Review and Design

Review submitted permit applications for electric distribution service and schedule a site visit to collect all field measurements and photographs needed for design route options. After the site visit, generate a distribution construction print along with a bill of materials using IPL's design and material ordering software and quality procedures. This task can be completed by onsite staff support.

2.2 Lighting Design

Perform lighting design calculations for new lighting or upgraded lighting projects. Prepare a construction print to install the necessary equipment including preparing bill of materials using IPL's design and material ordering software and quality procedures. This task can be completed by onsite staff support.

2.3 Distribution Underground Subdivision Design

Perform a site visit to collect all field measurements and photographs needed for design route options. After the site visit, generate a distribution construction print and bill of materials using IPL's design and material ordering software and quality procedures. Ensure the appropriate redundancies are included to loop-feed the system and verify cable lengths and pulling tensions for construction feasibility. This task can be completed by onsite staff support.

2.4 Road Relocation Project Oversight

Under IPL's direction, oversee on-site construction project supervision. Document and address any concerns presented in the field and ensure they are remedied.

2.5 Substation Engineering

Site visit, if necessary, to collect all field measurements and photographs needed for design route options and a proposed location review with IPL staff. Prepare substation design packages for enabling arc flash settings at several substations. Provide substation design support by onsite support staff.

DELIVERABLES

- » Monthly Financial Progress Reports
- » Distribution Construction Packages
- » Lighting Construction Packages
- » Other Deliverables as Directed

CLARIFICATIONS

- » This proposal assumes that the provided agreement will be accepted by IPL. Any changes to the proposed agreement may impact the pricing contained in the proposal.
- » The duration of the agreement is assumed to be 22 weeks, starting on 9/1/2025 and ending on 2/1/2026.
- » Unless otherwise directed by IPL, the Distribution Senior Consultant and Substation Engineer role will start immediately after execution of the contract.
- » Unplanned site visits can be accommodated with 48 hours' notice prior to date needed to be onsite.
- » When working onsite, Seconded Employees will report to IPL's IUC Office — located at 17221 E. 223rd St South - Independence, MO 64051. Seconded Employees will communicate any deviation from on-site expectations with IPL Power Engineering Manager.
- » Seconded Employees will be furnished with IPL equipment (i.e., laptop). All relevant work shall be performed on IPL's equipment.
- » Power will coordinate with other IPL departments as required to facilitate successful project execution. These departments may include Permitting, Real

Estate, Substation Engineering, System Protection Engineering, Planning, Project Management, and other departments as needed.

- » Monthly one-hour status meetings are included for the duration of the project (9/1/2025 – 2/1/2026) to provide feedback on the workload anticipated, financial reporting updates, and other administrative matters pertaining to the Agreement. Up to two (2) POWER employees are included.
- » POWER can perform other engineering and design services, as requested. This work shall be coordinated with POWER's project manager. If it is determined that the work can be accomplished by POWER, but will not fit under the current resource allocation, POWER will provide a change order or proposal for the items outside of this scope, and those amended costs will be governed by our rate schedule, as included in this proposal.

3. PROJECT TEAM

POWER has developed a team tailored to meet IPL's project goals. These team members have been chosen because they have familiarity with similar projects, and their cumulative experience will provide invaluable insight throughout the life of the project.

Detailed resumes for each of POWER's team members are included.

Team Member	Role	Augmentation Scope	Contact Information
Eric C. Schultz, P.E., PMP	Project Manager	Monthly reporting/invoicing, project meetings, project execution oversight	eric.schultz@powereng.com
Bob Henson	Distribution Senior Consultant	Onsite Support of Distribution Design, Permit Application Resolution, Field reviews	bob.henson@powereng.com
Scott Sibson, P.E.	Sr. Project Engineer	Office/Off site Support for Substation Design	scott.sibson@powereng.com
Kirsten Lee	Engineer	Offsite support of Distribution Design Activities	Kirsten.lee@powereng.com
Logan Thompson	Sr. Project Engineer	Admin support to provide assignment of appropriate resources to complete ad hoc distribution activities as appropriate	Logan.thompson@powereng.com

4. PROPOSED SCHEDULE

POWER Engineers proposes to start onsite support on this contract as soon as the contract and PO are issued, assumed to be September 1, 2025, or sooner, and continue the services being provided under the current contract. This contract is presumed to allow for continuous support through February 1, 2026. Please note, we anticipate that Bob Henson will be on site three days per week each week. We have not necessarily assumed any regular cadence of continual work for the other team

members presented, but generated a budget for the additional support services based on an assumed average of 10 to 12 combined hours of work for those team members for each week through the entirety of the contract period.

Staff Aug. Role	Start Date	Onsite Support	Office Support	Finish Date
Distribution Senior Consultant	9/1/2025	3 days/week	0 days/week	2/1/2026
Substation Engineer	9/1/2025	As needed	As needed	2/1/2026
Distribution Engineer	9/1/2025	As needed	As needed	2/1/2026

**Substation Engineer role can work from IPL office or remotely.

5. PROPOSED BUDGET

POWER developed the proposed budget based on our understanding of this project's scope of work and our experience with similar projects. The table summarizes the budget for services to be provided on a T&E NTE basis for \$154,114.

This proposal is based on the terms and conditions between POWER and the City of Independence Power and Light as executed on January 5, 2024. A new draft contract to govern this project is included at the end of this proposal.

Our rate schedule is included in this proposal in Appendix 2.

Budget Summary by Task

	Task Description	Hours	Labor \$	Exp \$	Total \$
0	Project Management				
0.01	Project Management Administration	10	\$2,100	\$0	\$2,100
0.02	Client Meetings	10	\$2,340	\$0	\$2,340
1	Staff Augmentation				
1.01	Distribution Senior Consultant (Onsite)	520	\$112,840	\$0	\$112,840
2	Support Services				
2.01	Support Services	260	\$36,834	\$0	\$36,834
	Project Total	800	\$154,114	\$0	\$154,114

Appendix 1 – Staff Resumes

Bob Henson

Senior Distribution Consultant

62 YEARS OF EXPERIENCE

SPECIAL TRAINING

- » IEEE Distribution Design
- » General Electric Lighting Design
- » System Protection Training, American Public Power Association (APPA)
- » Underground Distribution Design, American Public Power Association (APPA)

EXPERIENCE SUMMARY

Mr. Henson has served as a lineman, distribution designer, and project manager. His experience includes design for new overhead distribution feeders, new underground distribution feeders, and overhead-to-underground conversions on numerous projects ranging from 600 . He has also provided design support for voltage conversions from 4 kV to 13 kV.

Mr. Henson was the project manager for projects involving design, procurement, and construction management. He provided direct supervision of construction crews and long range distribution planning. This included budgeting, easement acquisition, and public meetings for system expansion in residential, commercial and industrial sites.

City of Independence Power & Light

MISSOURI

District Planner for the design of new 600A underground feeder circuits for an 5.000 seat event center and shopping area, a multi-story office building, and an all-electric shopping center.

District Planner for the design of multiple projects for installation and conversion to underground of distribution circuits for residential services areas of the city.

Liberty Utilities, Baxter Springs Greenfield Substation and Distribution Project

MISSOURI

Distribution Designer and On-site Distribution Construction Supervisor responsible for distribution design and on-site construction support. The Baxter Springs Greenfield Substation and Distribution project included a new 161/12 kV greenfield substation, a 161 kV transmission tie-in to the new substation, and a 12 kV distribution build-out from the new substation. As Prime, POWER performed the complete engineering, procurement and construction (EPC) scope, plus managed six subcontractors for a successful outcome.

City of Ottawa, 4 kV to 13 kV Line Conversion

KANSAS

Distribution Designer assisting with the design to upgrade and convert the 4 kV distribution system to 13 kV. Provided quality control and scheduling for the project.

Appendix 2 – 2026 Rate Sheet

POWER ENGINEERS INC.
SCHEDULE OF CHARGES – FY 2026
INDEPENDENCE POWER AND LIGHT

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

GRADE PERSONNEL CLASSIFICATION

13	President.....	\$264.00/hr.
	Executive Vice President	
	Senior Project Manager IV	
12	Project Manager Director.....	\$264.00/hr.
	Senior Project Manager III	
11	Senior Project Manager II.....	\$251.00/hr.
	Senior Program Manager II	
10	Senior Project Manager I.....	\$251.00/hr.
	Senior Program Manager I	
	Senior Project Engineer III	
	Strategic Consultant III	
9	Project Manager III.....	\$240.00/hr.
	Project Lead IV	
	Construction Manager III	
	Senior Project Engineer II	
	Strategic Consultant II	
	Senior Consultant III	
8	Project Manager II.....	\$217.00/hr.
	Project Lead III	
	Strategic Consultant I	
	Senior Consultant II	
	Project Engineer III	
	Construction Manager II	
	Senior Project Engineer I	
	Engineer V	
7	Project Manager I.....	\$199.00/hr.
	Project Lead II	
	Construction Manager I	
	Environmental Specialist IV	
	Project Engineer II	
	Engineer IV	
	Designer V	
	Project Administrator III	
	Senior Consultant I	
	Consultant III	
6	Project Lead I.....	\$182.00/hr.
	Project Engineer I	
	Engineer III	
	Designer IV	
	Environmental Specialist III	
	Procurement Specialist III	
	Scheduling Specialist III	
	Project Administrator II	
	Consultant II	
5	Engineer II.....	\$169.00/hr.
	Designer III	
	Technician IV	
	Environmental Specialist II	
	Procurement Specialist II	
	Scheduling Specialist II	
	Project Administrator I	
	Consultant I	
4	Engineer I.....	\$134.00/hr.
	Designer II	
	Technician III	
	Environmental Specialist I	
	Procurement Specialist I	
	Field Representative IV	
	Scheduling Specialist I	
	Project Managers Assistant III	
3	Designer I.....	\$117.00/hr.
	Drafter III	
	Technician II	
	Administrative Assistant I	
	Field Representative III	
	Staff Assistant II	
	Project Managers Assistant II	
2	Drafter II.....	\$93.00/hr.
	Staff Assistant	
	Field Representative II	
	Project Managers Assistant I	
1	Drafter I.....	\$80.00/hr.
	General Office Assistant	
	Field Representative I	

Personnel with specialized experience are employed by or on retainer to POWER. Charges for these specialists are negotiated on an individual basis depending on the assignment. Professional time for depositions and testimony is charged at 1.5 times the rate for services; full-day minimums apply.

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – FY 2026
INDEPENDENCE POWER AND LIGHT**

This standard Schedule of Charges is for professional services. Unless agreed otherwise, charges for work on continuing projects will be based on the then current Schedule of Charges. A new Schedule of Charges will be issued to be effective January 1 of each new year and as necessary on an intermediate basis to accommodate new items or revised charges. Invoices will be submitted monthly and/or upon completion of the work and will be due and payable when issued. All accounts not paid within thirty (30) days after Owner's receipt of the invoice will bear a **SERVICE CHARGE OF 1.0% PER MONTH** for each month the invoice is unpaid.

REPRODUCTION

Drawings – Black & White

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

Appendix 3 – Draft FY2026 Agreement

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, POWER Engineers, Incorporated, a Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires secondment services ("Services" or "Seconded Employee(s)") and, WHEREAS, consultant is prepared to provide said professional services and shall provide Seconded Employee(s) to City during the performance of said services;
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be: September 1, 2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide Seconded Employee(s) as set forth in the Proposal dated May 28, 2025 attached hereto and made a part of this contract.

Consultant shall provide to City one (1) or more Seconded Employees as requested by City from time to time. Such Seconded Employees shall provide services under City's management and supervision at a facility or in an environment controlled by City. The Proposal shall include the name of the Seconded Employee to be placed initially with City, standard and overtime hourly billing rates for the Seconded Employee in accordance with Consultant's rate sheet in effect at the time the Services are requested, the starting date for each Seconded Employee, and a description of the Services the Seconded Employee shall provide.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by: February 1, 2026.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed: \$154,114.00.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation. Overtime will be billed at the rates listed on Proposal, or as otherwise agreed by both parties, for hours worked by Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or City-observed holiday, overtime rates shall be billed for hours work in excess of thirty-two (32) hours per week. The number of hours billed by Consultant shall be supported by a time card approved by an authorized representative of City. Invoices submitted by Consultant to City are presumed to be accurate and fully payable within thirty (30) days of invoice date, unless disputed by City within seven (7) business days of City's receipt of the invoice.

Consultant's time-card shall be the official time record for purposes of payment. City shall provide the Seconded Employee with internet access to access Consultant's time-card system.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE; ACCOUNTABILITY; WORKPLACE SAFETY

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

City agrees to supply a safe and suitable workplace for the Seconded Employee and to the extent permitted by law, shall be solely responsible for complying with applicable federal, state and local occupational safety and health laws and regulations. City is responsible for informing the Seconded Employee of applicable workplace policies.

The Seconded Employee will be accountable to City's project manager for the Seconded Employee's work and performance. The Seconded Employee's core professional functions shall be maintained, and the Employee shall be required to perform with the reasonable care and diligence expected of a person with equivalent experience and qualifications. The City shall be responsible for the proper, competent, and adequate direction and supervision of the Seconded Employee.

ARTICLE 9 – WORK PRODUCT

All work product of every kind performed by Employee on behalf of City shall be the sole and exclusive property of City.

Within thirty (30) days from the date of providing any services under the contract, should such service or any item developed and created by the Consultant be found to be defective by the City, the City shall identify the nature of such deficiency in writing and the Consultant shall have thirty (30) days from the date of receipt of such notice to correct, re-perform, or replace the defective services.

Except as otherwise provided herein, documents, drawings, and specifications prepared by Consultant as part of the services under the contract shall become the property of City, provided, however, that the Consultant shall have the unrestricted right to their use. Notwithstanding the foregoing, the City accepts that any re-use of the documents or intellectual property shall be at the City's sole risk and liability.

ARTICLE 10 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant does not warrant or guarantee that the Employee(s) performing services for City pursuant to this Agreement will produce any result or any solution to City's particular needs. Accordingly, City acknowledges and agrees that Consultant is not responsible for any aspects of the Employee's work or City's project, including, without limitation, any deadlines or work product. Because Consultant is providing supplemental employee services only under this Agreement, and City is directing and supervising the Employees who render these services, to the extent permitted by law, Consultant shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omissions of any Employee, including but not limited to work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation.

Notwithstanding any other provision of the contract to the contrary, the City agrees to limit the Consultant's liability to the city and to all persons having contractual relationships with the City to three (3x) times the total compensation set forth under the applicable purchase order, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. Neither the City nor the Consultant nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

ARTICLE 11 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

City will provide proof of comprehensive general liability insurance coverage for its operations and all employees, with a minimum limit of liability not less than \$1,000,000 dollars per occurrence. If any Seconded Employee will operate a vehicle owned or leased by City, City shall furnish automotive liability insurance for not less than \$1,000,000. In addition, if professional Employees are provided, professional liability coverage will be secured and maintained by City with a limit of liability of not less than \$1,000,000. City agrees that all insurance required herein will cover the actions of the Seconded Employee during the term of the Secondment, and that all coverage amounts are shown in U.S. dollars unless otherwise agreed by the parties in writing or otherwise required by law.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 12 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 13 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 14 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 15 – WAIVER

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 16 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 18 – ASSIGNMENT

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 19 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 20 – INDEPENDENT CONSULTANTS

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make

commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

City expressly agrees and understands that no Seconded Employee shall be considered an employee of City. Consultant is responsible for the payment of wages and other benefits to the Seconded Employee and for the payment of payroll taxes and collection of taxes from payroll on Seconded Employee. Consultant is responsible for providing workers' compensation insurance coverage for the Seconded Employee and is responsible for the management of workers' compensation claims, filings and related procedures for the Seconded Employee.

ARTICLE 21 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be

canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 24 – GOVERNING LAW AND DISPUTE RESOLUTION

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the contract, or any breach hereof or any services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of law and rules of evidence.

ARTICLE 25 – COMMUNICATIONS

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Mitch Krysa: (816) 423-0360.

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 26 – SEPARATE CONTRACTS

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 27 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

ARTICLE 28 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment; Article 20 – Independent Consultants; Article 24 – Governing Law; Article 27 – Entire Contract; and this Article 28 – Survival of Terms.

ARTICLE 29 – RESTRICTIVE COVENANT:

Consultant is not an employment agency. In consideration thereof, during the term of this Agreement and for one (1) year immediately following the period for which an Employee last performed services for City under this Agreement, City shall not, directly or indirectly, for itself or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of such Employee to leave employ of Consultant, or hire or engage such Employee.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By _____

Date _____

Consultant

By  _____

Title Vice President, Project Management

Date May 28, 2025

Appendix 4 – Vendor Certification Regarding Debarment and Suspension

City of Independence
Finance Department

Certification Regarding Debarment and Suspension

Applicant Name: POWER Engineers, Inc.
Project Name: Augmented Engineering Services
Project Number: _____ SAM.gov UEI Number: VLEQFWVWTWV6

The prospective vendor participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental (federal, state, or local) entity;
- b) Have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against them for:
 - 1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - 2) Violation of federal or state antitrust statutes relating to the submission of offers; or
 - 3) Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

- ☒ I am able to certify the above statements.
- ☐ I am unable to certify the above statements and attached my explanation.

Eric C. Schultz
Typed Name of Authorized Representative

Vice President, Project Management
Title of Authorized Representative


Signature of Authorized Representative

Digitally signed by Eric C. Schultz, P.E.
DN: C=US, E=eric.schultz@powereng.com,
O=POWER Engineers, OU=Power Delivery Project
Management, CN="Eric C. Schultz, P.E."
Date: 2025.05.21 15:56:04-05'00'

May 28, 2025
Date

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: Power Engineers, Inc., 1940 Glenbrook Dr., Hailey ID 83333	Munis Vendor ID # 152545 Or attach Supplier's W-9 Form
Purchase Requisition #: 20260055	Estimated cost: \$ 154,114.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☒ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – <u>Augmented Engineering Services - New contract, same type of work like for PO 25000143.</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Ricky de Aragon	Department: Power & Light
Signature: App attached	Title: Deputy Director of Power & Light
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Briana Jarvis

From: Ricky de Aragon
Sent: Thursday, May 29, 2025 3:57 PM
To: Mitch Krysa
Cc: Briana Jarvis; Richelieu Sese; Jennifer Sawyer; Khristina Irvine
Subject: Re: Power Engineering A/E Services Fiscal 2026

Thanks, Mitch. Will do.

I have reviewed and approve.

Best regards,
Ricky

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From: Mitch Krysa <mkrysa@indepmo.org>
Sent: Thursday, May 29, 2025 2:50:29 PM
To: Ricky de Aragon <rdearagon@indepmo.org>
Cc: Briana Jarvis <BJarvis@indepmo.org>; Richelieu Sese <rsese@indepmo.org>; Jennifer Sawyer <jsawyer@indepmo.org>; Khristina Irvine <kirvine@indepmo.org>
Subject: Power Engineering A/E Services Fiscal 2026

Ricky:

Attached are the following documents for your review and approval.

1. Power Proposal dated 5/28/25 which includes the Power Signed copy of COI approved second contract, and the appropriate rate sheet for billing.
2. Requisition for \$154,114.00
 - a. Since this is >\$100k approval by the City Council is required per the City's Procurement Policies.
3. Sole Source Form
4. Agenda Cover Sheet
 - a. The form is incomplete as it lacks Fiscal 2026 budget data that is not available at this time. Khristina will need to provide this information after the City Council approves the Fiscal 2026 budgets in the last CM in June. Also, I could not find the language that Khristina uses to place on the Agenda Cover Sheet that allows for the City Manager to authorize changes up to 10% of the amount authorized by the council. Khristina should have that "boilerplate" language to insert.
 - b. Reference the yellow and green highlighted areas on this document.

This is for the Fiscal 2026 Power Engineers Augmented engineering services for the period September 1, 2025 through February 1, 2026.

Please review and if you approve, please consult with Khristina and Briana about how the process works to generate a PO for this item, and what is needed to get this through the city council.



Mitch Krysa, P.E.

Power Engineering Manager

O 816-325-7468

C 816-423-0360

mkrysa@indepmo.org

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to renew a contract with Pinnacle Staffing Group for Fiscal Year 2025-2026 and 2026-2027 for Custodial Services for the Power & Light Department and the Parks and Recreation Department. This contract was approved in FY2025 for one year with two one-year renewal options. *(This addresses item 4.1.d and 6.3.c in the 2023-2024 Independence Action Plan).*

Recommendations:

Staff recommends Council approval to renew the contract with Pinnacle Staffing Group.

Background:

The Parks and Recreation Department and Power and Light Department contract part of their custodial needs. The City employs 7 full-time custodians to clean various city buildings not covered under this contract.

The Procurement Division issued an Invitation to Bid (ITB) #24021 on April 17, 2024, for Custodial Services. The ITB was published through the Public Purchase e-procurement website, which notified (103) potential bidders; (16) accessed the ITB. The ITB closed on May 9, 2024. Six (6) bids were received. After staff review, Pinnacle Staffing Group's bid was determined to be the lowest responsive and responsible bid. The Parks and Recreation Department has used Pinnacle Staffing Group for their custodial needs since 2019. Approval of this item authorizes change orders up to ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:**Fiscal Impact:**

The Fiscal Impact to the City totals \$349,504 as follows:

IPL - The fiscal impact to IPL totals \$211,424. Funding is included in the fiscal year 2025-2026 adopted budget, page 258, \$75,712, from 0206122-5211, Other Operating Expenses and page 249, \$30,000, from 0206140-5211, Other Operating Expenses. Funding for \$105,712 will be included in the FY2026-27 budget.

Parks & Recreation - The fiscal impact to the Parks & Recreation Department totals \$138,080. Funding is included in the fiscal year 2025-26 adopted budget, page 123, \$29,040, from 0126043-5211, Other Operating Expenses and page 128, \$40,000, from 0126048-5211, Other Operating Expenses. Funding for \$69,040 will be included in the FY2026-27 budget.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Custodial ITB#24021 Bid Summary
2. Custodial ITB#24021 Bid Detail
3. ITB Custodial - FINAL - ITB24021 (4)
4. Affidavit
5. References

Invitation to Bid ITB #24021 - Custodial Services for City of Independence
Bid Closing Date May 9, 2024

<u>Vendor</u>	<u>Annual Total</u>
AgTac Services, LLC	\$ 279,811.48
City Wide Maintenance	\$ 267,540.00
J & R Investments	\$ 243,516.00
Mija Cleaners & Remodeling LLC	\$ 430,768.00
Pinnacle Staffing Group	\$ 211,047.20
Service Systems Inc	\$ 264,040.92

***Pinnacle Staffing Group recommended for award based on being lowest bid.**

Vendor					AgTac Services, LLC		City Wide Maintenance		J & R Investments		Mija Cleaners & Remodeling LLC		*Pinnacle Staffing Group*		Service Systems Inc	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Item 1.1	Power & Light Service Center	Power & Light Service Center, 21500 E. Truman Road; Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 60 Square footage: 6,995	60	hourly	\$ 24.13	\$ 1,447.80	\$ 23.00	\$ 1,380.00	\$ 21.00	\$ 1,260.00	\$ 37.00	\$ 2,220.00	\$ 18.20	\$ 1,092.00	\$ 22.77	\$ 1,366.20
Item 1.2	Blue Valley Power Plant	Blue Valley Power Plant, 21500 East Truman Road; Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 20 Square footage: 6,000	20	hourly	\$ 24.13	\$ 482.60	\$ 23.00	\$ 460.00	\$ 21.00	\$ 420.00	\$ 37.00	\$ 740.00	\$ 18.20	\$ 364.00	\$ 22.77	\$ 455.40
Item 1.3	Independence Utilities Center (IUC)	Independence Utilities Center (IUC), 17221 E 23rd Street S, Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 40 Square footage: 45,000	40	hourly	\$ 24.13	\$ 965.20	\$ 23.00	\$ 920.00	\$ 21.00	\$ 840.00	\$ 37.00	\$ 1,480.00	\$ 18.20	\$ 728.00	\$ 22.77	\$ 910.80
Item 1.4	Sermon Center	Sermon Center, 201 N Dodgion, Independence, MO Cleaning hours: 8:30 AM to 5:00 PM, Tues - Sat. Average hours per week: 40 Square footage: 24,510	40	hourly	\$ 24.13	\$ 965.20	23.00 T-F (32 hours) and 25.00 Sat (8 hours)	\$ 936.00	\$ 21.00	\$ 840.00	\$ 37.00	\$ 1,480.00	\$ 18.20	\$ 728.00	\$ 22.77	\$ 910.80
Item 1.5	Palmer Center	Palmer Center, 218-A N Pleasant, Independence, MO Cleaning hours: 8:00 AM to 2:00 PM Mon-Fri. Average hours per week: 28 Square footage: 19,543	28	hourly	\$ 24.13	\$ 675.64	\$ 23.00	\$ 644.00	\$ 21.00	\$ 588.00	\$ 37.00	\$ 1,036.00	\$ 18.20	\$ 509.60	\$ 22.77	\$ 637.56
Item 1.6	Truman Memorial Building	Truman Memorial Building, 416 W Maple, Independence, MO Cleaning hours: 9:00 AM to 5:30 PM Mon-Fri. Average hours per week: 24 Square footage: 24,641*	24	hourly	\$ 24.13	\$ 579.12	\$ 23.00	\$ 552.00	\$ 21.00	\$ 504.00	\$ 37.00	\$ 888.00	\$ 18.20	\$ 436.80	\$ 22.77	\$ 546.48
Item 1.7	George Owens Nature Center	George Owens Nature Center, 1601 S Speck Road, Independence, MO Cleaning hours: 9:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 4 Square footage: 725*	4	hourly	\$ 24.13	\$ 96.52	\$ 23.00	\$ 92.00	\$ 21.00	\$ 84.00	\$ 40.00	\$ 160.00	\$ 18.20	\$ 72.80	\$ 22.77	\$ 91.08
Item 1.8	Independence Uptown Market	Independence Uptown Market, 211 W Truman Rd, Independence, MO Cleaning hours: 8:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 7 Square footage: 6,000 *Cleaning hours may vary if the space is in use. Coordination with City Staff will be necessary for this location.	7	hourly	\$ 24.13	\$ 168.91	\$ 23.00	\$ 161.00	\$ 21.00	\$ 147.00	\$ 40.00	\$ 280.00	\$ 18.20	\$ 127.40	\$ 22.77	\$ 159.39
Item 1.9	Various Locations, upon request	Special Events - Monday through Friday 8:00 am-5:00 pm as requested	1	hourly	\$ 24.13	\$ 24.13	\$ 23.00	\$ 23.00	\$ 21.00	\$ 21.00	\$ 47.00	\$ 47.00	\$ 18.20	\$ 18.20	\$ 22.77	\$ 22.77
Item 1.10	Various Locations, upon request	Special Events - evening and weekends as requested	1	hourly	\$ 36.20	\$ 36.20	\$ 25.00	\$ 25.00	\$ 21.00	\$ 21.00	\$ 47.00	\$ 47.00	\$ 18.20	\$ 18.20	\$ 22.77	\$ 22.77
TOTAL Weekly Cost					\$ 5,441.32		\$ 5,193.00		\$ 4,725.00		\$ 8,378.00		\$ 4,095.00		\$ 5,123.25	
TOTAL Weekly Cost Adjusted for Items 1.9 and 1.10 As Needed Services (not included in regular service totals)					\$ 5,380.99		\$ 5,145.00		\$ 4,683.00		\$ 8,284.00		\$ 4,058.60		\$ 5,077.71	
TOTAL Annual Cost without Special Events (As Needed Services)					\$ 279,811.48		\$ 267,540.00		\$ 243,516.00		\$ 430,768.00		\$ 211,047.20		\$ 264,040.92	

*Pinnacle Staffing Group recommended for award based on being lowest bid.



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Custodial Services for City of Independence
Response Deadline Date and Time: May 9, 2024, 2:00 p.m., Local Time

Pre-bid Conferences: Tuesday, April 23, 2024, 8:00 a.m. local time; Independence Power and Light Service Center, 21500 E Truman Rd, Independence, MO 64056 for the purpose of viewing locations, answering questions, and providing clarification for this ITB.

Deadline for questions is May 2, 2024, 5:00 p.m. local time.

Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Pinnacle Staffing Group LLC Phone Number 913-353-5557
(Please print or type)

Address 13625 S. Mur-Len Rd. City Olathe State KS Zip 66062

Name of Authorized Agent Matt Reese Email matt.reese@pinnacle-staff.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions

Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail. D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.
- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the AntiDiscrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.
C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
C. The quality of performance in previous contracts;
D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service; E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$50,000 or less within five (5) business days of a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative; B. Solicitation number;
C. Detailed statement describing the grounds for the protest; and
D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the

City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

General Services

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

- (1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

Invitation to Bid #24021
Custodial Services for City of Independence

1. INTRODUCTION

The City of Independence is requesting bids for custodial services for the Parks, Recreation, Tourism and Power & Light Departments. The locations covered by this agreement are as follows:

1.1 Power & Light Service Center, 21500 E. Truman Road; Independence, MO
Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 60
Square footage: 6,995

1.2 Blue Valley Power Plant, 21500 East Truman Road; Independence, MO
Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 20
Square footage: 6,000

1.3 Independence Utilities Center (IUC), 17221 E 23rd Street S, Independence, MO
Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 40
Square footage: 45,000

1.4 Sermon Center, 201 N Dodgion, Independence, MO
Cleaning hours: 8:30 AM to 5:00 PM, Tues - Sat. Average hours per week: 40
Square footage: 24,510

1.5 Palmer Center, 218-A N Pleasant, Independence, MO
Cleaning hours: 8:00 AM to 2:00 PM Mon-Fri. Average hours per week: 28
Square footage: 19,543

1.6 Truman Memorial Building, 416 W Maple, Independence, MO
Cleaning hours: 9:00 AM to 5:30 PM Mon-Fri. Average hours per week: 24
Square footage: 24,641*

1.7 George Owens Nature Center, 1601 S Speck Road, Independence, MO
Cleaning hours: 9:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 4
Square footage: 725*

1.8 Independence Uptown Market, 211 W Truman Rd, Independence, MO
Cleaning hours: 8:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 7
Square footage: 6,000 *Cleaning hours may vary if the space is in use. Coordination with City Staff will be necessary for this location.

1.9 Special events at various locations upon request, weekday hours (Monday through Friday 8:00 am to 5:00 pm)

1.10 Special events at various locations upon request, evening or weekend hours

*Please note that locations 1.6 (Truman Memorial Building). 1.7 (George Owens) and 1.8 (Uptown Market) presently are completed by one custodian averaging 37 hours per week. Hours listed above are an average but may vary weekly depending on usage and events at these locations. While we do not

require the same custodian for these three sites, please note that the hours may vary from week to week.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall provide adequate personnel with prior experience or training in proper cleaning and custodial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during scheduled times as indicated above.
- 2.2 The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City of Independence shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, the custodial staff shall:
 - A. Have the necessary skills to interact with the public and employees in a professional, courteous, businesslike manner.
 - B. Have the ability to understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- 2.3 City of Independence will provide input to the contractor regarding the efficiency and acceptability of each custodial employee's performance while on site. City of Independence reserves the right to require the Contractor to remove any custodial personnel from further duty at City of Independence facilities, without cause and without the right to recover damages by such custodial employee or by the Contractor from City of Independence. If City of Independence requires the removal of any custodial personnel from duty, City of Independence will attempt to provide the Contractor reasons for the removal demand. However, City of Independence is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual custodial employee when requested to do so.
- 2.4 Cleaning shall be performed five days each week (unless specified otherwise), except on the following observed legal holidays: New Years Day, Martin Luther King Birthday, Truman's Birthday (May 8th), Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.
- 2.5 City of Independence shall supply all cleaning supplies and equipment, store same in the area set aside in each building for such use and keep area neat and clean. No flammable materials shall be stored in building. No products, supplies or equipment shall be used by Contractor which may result in damage or injury to the surface to which they are applied. No products, supplies or equipment shall be taken off premises. Contractor shall be liable for restoring, repairing, or replacing any equipment or surfaces so damaged by Contractor.
- 2.6 All personnel employed by Contractor for assignment at IP&L shall have security check performed and approved by IP&L prior to beginning work.

These screenings will consist of:

- Verification of Name and Personal Identifiers through SSN Trace
- Felony Criminal Search for County of Residency (Previous five years)
- Global Government Terrorist Watch List

IPL retains final decision regarding clearance approval based on background check information prior to the custodial personnel starting work on IPL property.

- 2.7 Nothing is to be thrown away unless it is in a trash receptacle or clearly marked "TRASH". Bagged trash must never be placed directly on the floor but must be placed on plastic drop cloths or kept in carts until delivered to designated areas outside of building.
- 2.8 Contractor shall be required to transport bagged trash and building trash at the end of each cleaning day on a five (5) day per week basis to the Department's trash containers.
- 2.9 Office recycling (paper) shall be emptied weekly, if applicable. Large recycling bins must be emptied weekly, or more often if needed. Nothing is to be recycled unless it is in a recycle receptacle or clearly marked "RECYCLE".
- 2.10 No Contractor personnel shall enter any building prior to 6:50 AM. or remain after 5:30 PM weekdays, unless specified otherwise. Contractor employees shall not loiter in building public areas or gather in parking areas and shall remain inside their vehicles until the commencement of the work shift. All employees' vehicles shall be parked in those areas so designated by the Department.
- 2.11 All employees shall be adequately trained at Contractor's expense, prior to being assigned to this location. Contractor shall supply Department a copy of an outline of the pre-assignment training program for both cleaning skills and knowledge. The training must meet with the approval of the Department.
- 2.12 The Contractor is responsible for instructing and training their employees in appropriate safety measures. Custodial employees will be responsible for maintaining a safe work environment while completing their tasks.
- 2.13 Contractor shall supply a Project Supervisor whose responsibilities shall include on-the-job supervision, evaluation of work quality, employee discipline and employee training. Meetings will be scheduled with City staff as needed to evaluate quality control.
- 2.14 Contractor will schedule staff accordingly so no Overtime is paid.
- 2.15 On occasion, the City may need custodial services for special events on weekends and/or evenings. City staff will notify Contractor at least two weeks in advance to arrange for coverage.
- 2.16 All bids will be submitted on an hourly rate per location.

3. CUSTODIAL PERSONNEL RULES AND REGULATIONS

3.1 DRESS

All Contractor personnel while upon the property and engaged in the performance of cleaning of the buildings shall be neat and clean in appearance and shall be dressed in a uniform, jacket, or vest issued by the Contractor. Uniform shirts must be issued in an adequate quantity. Cut-offs, shorts, tank tops and sleeveless undershirts are not acceptable. An identification tag indicating employee's name, employer (Contractor), photograph of employee and employee's title shall be displayed clearly at all times.

3.2 INDIVIDUAL CUSTODIAL PERSONNEL

Personal calls are not to be made on Department telephones, nor is office equipment to be used at any time. Business related calls from Department phones will require approval prior to use.

Custodial personnel should not disturb personal items, read any item, or open desk drawers for any reason, including closets and cabinets.

Meal breaks will be taken only in areas authorized by the City of Independence. There is no smoking in any City of Independence building.

Lounging in offices, hallways, corridors, or lobbies is not permitted. Use of the fitness room is not permitted.

No radios, televisions, tape players, personal music players or other music producing equipment will be used or listened to during cleaning.

Custodial personnel while working will carry no purses, backpacks, or parcels.

Custodial personnel should be courteous to all persons in the building at all times.

When a theft is reported custodial personnel may be required to take a polygraph test.

Custodial personnel are required to report all items which are out of order or require repair, i.e., plumbing, lighting, appliances left on, etc. on the daily checklist.

Custodial personnel should report the breakage of any personal item or City of Independence property to their Project Supervisor and IPL's Warehouse Superintendent or Facilities Maintenance Supervisor.

4. SECURITY REQUIREMENTS AND PROCEDURES

- 4.1 Contractor shall be fully responsible for the security of building keys in its possession or the possession of its employees. Contractor shall be held responsible for any cost to re-key any building resulting from lost keys which were in its possession. Contractor shall report lost keys immediately to the City of Independence.
- 4.2 No custodial employee may admit anyone (including friends, family, or off-duty co-workers) to the building or any offices. Custodial staff will not prop open doors unless work duties require this action; however, the door will never be left open and unattended.
- 4.3 Custodial employees will report any unlocked doors, lights not working, restroom equipment not working, defective mechanical systems, damaged property, suspicious person, or any kind of an emergency. A log shall be kept by the IPL Warehouse Superintendent or Facilities Maintenance Supervisor, for any of the above problems encountered by the custodial staff.
- 4.4 The Contractor will be given instructions on IPL's sign in/sign out procedures. It shall be the Contractors responsibility to assure procedures are followed.
- 4.5 Hard hat and safety glasses supplied by the City must be worn in plant areas.
- 4.6 If a Contractor employee terminates from the Contractor's employment the Contractor must immediately notify the City of Independence.
- 4.7 Key Distribution
 - A. If a key or access card is not returned, or is reported missing, the Dispatcher will notify the IPL Warehouse Superintendent or Facilities Maintenance Supervisor. The Contractor's Project Supervisor will be notified and will locate the custodial personnel responsible for this key or access card and require the key or card be returned to the City immediately.

- B. Building keys are secured in the Dispatch area and will be checked out by custodial personnel every day and returned at the end of cleaning time.
- C. If the key or access card is not located and returned by the next day, re-keying will be ordered and the Contractor invoiced for charges incurred.
- D. Keys must not be left in doors. No keys will be duplicated or removed from the premises, unless authorized.
- E. IPL Power Plant offices will be cleaned only if open. No key access is needed for areas at IPL Power Plants.

5. CITY OF INDEPENDENCE RESPONSIBILITIES

- 5.1 Keys to various areas of the facilities will be made accessible to the Contractor but shall not be removed from the premises.
- 5.2 City will supply all necessary products, equipment, and materials.
- 5.3 City will determine and schedule periodic joint inspections with Contractor Project Supervisor.

6. BREACH OF CONTRACT

- 6.1 The contractor may be considered to have breached this Agreement for any one of the following reasons:
 - A. Failure to obtain and keep in effect any licenses or permits, as elsewhere herein defined.
 - B. Failure to obtain and keep in force any of the insurance coverage, as elsewhere herein defined.
 - C. Failure to provided sufficient personnel, so as to impair the capability of the contractor to render satisfactory service.
 - D. Failure to remove and replace any employee promptly upon receipt of written request properly signed by the Parks, Facilities and Grounds Manager or his authorized representative.
 - E. Failure to perform or poor performance of the duties specified herein.

Invitation to Bid #24021
Custodial Specific Requirements

1. It is strongly recommended to attend the pre-bid meeting, listed above, to view locations and ask questions prior to submitting a bid.
2. Any exceptions to the City's specifications must be clearly noted on bidder's submitted bid. Failure to do so may result in rejection of the bid.
3. For non-routine cleaning for special events, the successful vendor will be given at least two week's notice for scheduling purposes.
4. Work must be done to the satisfaction of the department. If not done to the department's satisfaction, vendor shall return and complete the work at no additional charge.
5. The successful vendor agrees to allow the City of Independence to modify the number of locations and add or delete locations based upon the best interest of the City.
6. Bid results will not be provided over the phone. A bid tabulation will be posted on www.publicpurchase.com.
7. A contract will be awarded to successful vendor(s). The City prefers to pay invoices with a City purchase order issued against the contract. Each Department will have their own Purchase Order. Invoices must reference the purchase order number. Successful vendor shall invoice no less than once a month for jobs completed and include time sheet summaries for each employee and any applicable credits. Payment may be delayed if omitted or incorrect.
8. Successful vendor must secure all necessary licenses and permits required by law and City Code and submit a notarized affidavit of non-collusion prior to award.
9. In case of a discrepancy, the purchase order shall take precedence over the ITB document and the ITB document shall take precedence over the bidder's response.
10. Cleaning checklists are required to be completed daily and turned in to building supervisor at the end of each day along with any building keys and/or employee badge.

DAILY CLEANING CHECKLIST

OFFICE AREAS

- Vacuum, dry mop, or sweep all floors.
- Spot clean composition floors and carpeting.
- Dust desks, chairs, credenzas, file cabinets, window ledges, low partitions 6' and under, office furniture, counters, all horizontal surfaces only as directed.
- Spot clean glass tops (desks, tables, etc.)
- Empty all wastebaskets and replace liners if wet, torn, or soiled.
- Clean and polish drinking fountains.
- Spot clean all glass doors, partitions, sidelights, etc.
- Spot clean around light switches; remove smudges and fingerprints from doors, doorframes, and painted surfaces.
- Remove all cobwebs on walls, ceilings, and light fixtures.

- Remove all excess trash. Each article of excess trash not in a proper trash can must be labeled individually as "Trash".
- Clean and polish all bright work to include door pulls and push plates.

ENTRANCE LOBBIES/BUILDING CORRIDORS

- Vacuum carpets and mats completely.
- Sweep and wet mop all tile flooring as needed, but no less than two times per week.
- Dust all horizontal surfaces and baseboards.
- Empty and clean all waste receptacles.
- Clean and polish drinking fountains.
- Spot clean doors, switches; call buttons, door frames and wall corners.
- Spot clean lobby glass doors, side lights and both sides of doorframes.
- Sweep 5' outside area in front of all entrance doors, picking up debris and cigarette butts.
- Empty ashtrays and trashcans at entrances as applicable by building.
- Clean and polish all bright work to include door pulls and push plates.

RESTROOMS/LOCKER-ROOMS

- Scrub restrooms and locker-room floors daily with germicidal solution.
- Clean and disinfect washbasins, toilets, urinals (inside and out) and underside and tops of toilet seats.
- Clean mirrors, shelves, and counter tops.
- Clean and polish all bright work to include door pulls and push plates.
- Empty and wipe clean all wastepaper containers.
- Empty sanitary napkin containers, replacing liners as used.
- Refill soap, paper towel and tissue dispensers.
- Spot clean walls and toilet partitions.

BREAK ROOMS

- Sweep and wet mop floor.
- Empty all wastebaskets and replace liners if wet, torn or soiled.
- Clean and Disinfect tables, counters, and sinks.
- Clean and polish drinking fountains.
- Spot Clean around light switches, remove smudges and fingerprints from doors, doorframes, and painted surfaces.
- Clean and polish all brightwork.

STAIRWAYS AND LANDINGS

- Check areas to remove trash and debris.
- Sweep stairs and landings.
- Damp spot mop.

ELEVATORS

- Clean door tracks.
- Clean and polish interior of cab, ledges, rails, doors, mirrors, and all bright work.
- Clean control panels and indicator lights.
- Clean door edge guards.

WEEKLY CLEANING CHECKLIST

ENTRANCE LOBBIES/BUILDING CORRIDORS/OFFICE AREAS

- Clean and polish entrance thresholds.
- Dust high areas (over 5').
- Wet mop and buff all tile floors, including stairs and landings, to maintain a high appearance level.
- Edge vacuum all carpeting and clean baseboards.
- Clean baseboards and re-stain any area that has been damaged by buffer.
- Empty all recycling containers.

RESTROOMS

- Dust entrance doors, jambs, ledges, and high areas including tops of toilet partitions.
- Pour water and disinfectant down restroom floor drain to traps that are full of water.
- Clean baseboards.

STAIRWAYS AND LANDINGS

- Sweep stairways and landings completely.
- Dust all handrails and doors.
- Wet mop stairs and landings.

MONTHLY CLEANING CHECKLIST

OFFICE AREAS

- Vacuum upholstered furniture.
- Dust wall base.
- Clean and polish tile and hard surface floors.

ENTRANCE LOBBIES / BUILDING CORRIDORS

- Maintain excellent appearance of all tile floors by spray buffing and refinishing as required.
- Clean baseboards and re-stain any area that has been damaged by buffer.

RESTROOMS

- Scrub floors to maintain excellent appearance, including ceramic tile floors.
- Wash all tile and toilet partitions with unscented disinfectant cleaner.
- Clean exhaust vent.

QUARTERLY CLEANING CHECKLIST

- Dust window blinds.
- Clean inside of all windows-

Custodial Services Invitation to Bid #24021
Minimum Bid Submission Requirements

Completed and notarized affidavit of non-collusion (form attached)

Bidder shall submit three (3) references on a separate page with bid.

Contract Term

This contract is for one (1) year, with two, one-year renewal periods. The first contract period will be July 1, 2024, through June 30, 2025. The next renewal periods will each start July 1.

Price Increases

Price increases for renewal years are not guaranteed. Contractors must provide request for price increases by February 20th. Justification for increases must be substantiated by state minimum wage increase laws or other index that is documented and verifiable.

AFFIDAVIT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

_____ of the City of _____
_____, County of _____, State of _____,

being duly sworn on her or his oath, deposes and says:

1. That I am the Project Manager (Title of Affiant) of
Pinnacle Staffing Group LLC (Name of Bidder) and have
been authorized by said bidder to make this affidavit on the bidder's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. Bidder is responsible for submitting with his or her bid a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this invitation; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

By: Matt Reese (Name of Bidder)
M Reese (Signature of Affiant)
Project Manager (Title of Affiant)

Subscribed and sworn to before me this 8TH day of MAY, 2024
MOSES MURO - [Signature]
NOTARY PUBLIC in and for the County of JOHNSON
State of KANSAS



My commission expires: 10-21-2024

Pinnacle Staffing References for Bid #24021

Joe Harden
Park Facilities & Grounds Supervisor
City of Independence
816-918-4940
Jharden@indepmo.org

Peter Sousa
General Manager
Premier Transportation
816-206-1621
psousa@premiertransportation.com

Marty Milo
Recruiting Manager
Smart Warehousing
913-336-1793
Marty.milo@smartwarehousing.com

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to sign and accept the 2025/2026 Law Enforcement School-Based Initiative (LESBI) Agreement from Jackson County COMBAT in the amount of \$225,000.00 to be used for the Police Department's Students Transitioning Exceptionally Prepared (STEP) program.

Recommendations:

Council approval is recommended.

Background:

The Independence Police Department (IPD) applied for and has received a \$225,000.00 Grant Agreement from Jackson County's Community-Backed Anti-Drug Tax (COMBAT). This funding will be used to assist the City in defraying the cost of its S.T.E.P. program. This program is taught by IPD's School Resource Officers to students in the 5th and 8th grades in the Independence School District. STEP is designed to assist students in the transition from elementary to middle school, and middle school to high school. Topics discussed with students include the negative affects of bullying; drug, alcohol, and smoking/vaping prevention; managing conflict resolution; and cyber crimes. The intent is to help students obtain the skills to cope with stress and trauma, help build strong decision-making and communication skills, and to empower young people with the ability to value their own perceptions and feelings.

The \$225,000.00 will be used to continue partially funding two (2) School Resource Officers.

Emergency Justification:**Fiscal Impact:**

The \$225,000.00 will be used to continue partially funding two (2) School Resource Officers. The grant award was anticipated and included in the department's revenue projections for FY 2025/26, thereby negating the need for a separate appropriation. These School Resource Officers are included in the FY 2025/26 Proposed Budget Book on page 229.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2025 COMBAT LESBI Agreement -Independence Police

AGREEMENT

(2025 & 2026 COMBAT Law Enforcement School Based Initiative (LESBI))

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **City of Independence, 223 N. Memorial Dr., Independence, MO 64050**, hereinafter referred to as "the City" made and entered into this _____ day of _____, 2025.

WHEREAS, the City has requested funding from the County's Anti-Crime Sales Tax Funds to assist the City in defraying certain costs of its Law Enforcement School Based Initiatives (LESBI) or similar anti-drug; and anti-violence programs and,

WHEREAS the County's Jackson County Drug Commission recommended, and the County Legislature approved the City's request as an appropriate expenditure of Anti-Crime Sales Tax Funds; and,

WHEREAS this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City.

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay the city a total amount not to exceed **\$225,000.00**. Upon execution of this Agreement, City may submit an invoice for 25% of the award. Prior to September 30, 2025, and upon receipt and approval of the previous LESBI Semester Report, the final payment shall be made. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement. The city agrees to submit semester program reports on forms provided by COMBAT Administration. All payments will be processed within 30 days of receipt of the invoice, if the invoice is complete and accurate. Payments will be withheld until the semester program reports are received and accurate. Any reports that are incorrect will delay payment.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its LESBI or similar anti-drug and anti-violence programs, all as is more fully set out in the funding request and other documents attached hereto as Exhibit B, Program Budget Page attached hereto.

3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to a contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the Jackson County COMBAT Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.
4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its LESBI or similar anti-drug and anti-violence programs to the Jackson County COMBAT Commission containing such particulars as said Commission might specify.
5. City must follow COMBAT on Twitter and Facebook.
6. City must provide a high-resolution version of its logo.
7. City must provide a minimum of two (2) "success stories" of clients served through the COMBAT-funded services the City provides. These success stories can come in the form of an article, first-person stories/letters, videos, poems, a link to a story posted on the agency's website, etc.
8. The city must have a representative participate in each monthly COMBAT STRIVIN Hub meeting that is closest to its funded program(s).
9. Chapter 93, section 9304 of the Jackson County Code provides "Any proceeds from the Anti-Drug Sales Tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment." The city recognizes this goal and shall make its best efforts to achieve it.
10. City agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the treatment program's impact on drug use. The city agrees to participate in an effective evaluation of the City's program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. The city further agrees to utilize an agency specific evaluation document. The city agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate the City's performance periodically based on the City's semester performance reports and compliance with contractual

provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 17 if the City does not meet stated performance measures and contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

11. If the City receives or obtains any media attention because of this project, the City is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.
12. This Agreement shall be effective as of January 1, 2025, and extend through December 31, 2027, for expenses incurred during the same period.
13. The City shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowed by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
14. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's or the City's right to sue for breach of contract.
15. The City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
16. Pursuant to §285.530.1, RSMo, City assures that it does not knowingly employ, hire for employment, or continue to employ an undocumented immigrants to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, City shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
17. Appropriation of Funds. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and

budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
 - B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.
18. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the City may be entitled to receive as provided in this Agreement or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the City to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2025.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Bryan O. Covinsky
County Counselor

By: _____
Melesa Johnson
Prosecuting Attorney

ATTEST:

City of Independence

Mary Jo Spino
Clerk of the County Legislature

By: _____
Title: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$225,000.00** which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.008-4407-56007

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **City of Independence**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **City of Independence**, does not knowingly employ any person who is an undocumented immigrant in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2025. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Exhibit ~~A~~ - LESBI Program Budget

B

(January 1, 2025– December 31, 2026)

NOTE: The budget categories listed below are examples only. The categories should be changed as needed to appropriately reflect spending based on the proposed scope of work.

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$ 175,000.00
Fringe Benefits	\$ 50,000.00
Supplies	
Consumables	
Postage	
Printing	
Meeting Expense	
Mileage (Local Travel)	
Training (local)	
Memberships	
Insurance	
Total Direct Costs	\$ 225,000.00
Indirect Administration (max 7% of total)	
TOTAL BUDGET	\$ 225,000.00

Funds may not be used:

- *To purchase, improve, refurbish, or repair land, building, or capital equipment (Sec. 9304).
- *For capital improvements (Article 6, Section 23 of the Mo. Constitution).
- *For functions that have traditionally been performed by volunteers.
- *Computers.
- *Alcoholic Beverages.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to issue a blanket purchase order for \$150,000.00 to accommodate fuel purchase for Fire Department vehicles and apparatus with QuikTrip through WEX Bank.

Recommendations:

Council approval is recommended.

Background:

Fuel is essential to the operations of the Independence Fire Department. The department began a pilot program in January with QuikTrip through WEX Bank testing feasibility and access for refueling. This program showed utilizing the many locations around the city, we were able to keep apparatus in their district while they complete refueling. This allows for quicker responses and stations to remain staffed, as well as limit unnecessary wear and tear on the fleet.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$150,000.00. This money was approved by the Council in the 2025-2026 Adopted Budget on page 208, under Fire Operations.

Council Action:

**Department /
Contact**

Fire Department /

REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. WEX Contract 080620 v2.cleaned
2. WEX Bank 080620-Contract Extension.cleaned
3. 080620-WEX -Pricing Information.cleaned
4. WEX Contract - Missouri

**Solicitation Number: RFP #080620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **INTENTIONALLY OMITTED.**

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

- A. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
- B. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
- C. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. **DEFAULT AND REMEDIES.** The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

080620-WEX

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 11/20/2020 | 12:25 PM CST

WEX Bank

DocuSigned by:
By: Tim Laukka
C12BE2BB9446476...

Tim Laukka
Title: President and CEO

Date: 11/20/2020 | 10:14 AM PST

Approved:

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

Chad Coauette
Title: Executive Director/CEO

Date: 11/25/2020 | 8:23 AM CST

RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name: WEX Bank
Address: 7090 South Union Park Center
Suite 350
Midvale, UT 84047
Contact: Denise Baumgart
Email: denise.baumgart@wexinc.com
Phone: 913-393-3208
HST#: 84-1425616

Submission Details

Created On: Tuesday June 30, 2020 14:46:43
Submitted On: Thursday August 06, 2020 14:25:55
Submitted By: Denise Baumgart
Email: denise.baumgart@wexinc.com
Transaction #: ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address: 136.33.193.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. Please see the attached financial documents.	*
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.	*
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	\$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	\$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	\$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	\$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	\$150M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.
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24	Dealer network or other distribution methods.	N/A.	*
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment	

by phone.

Additional Services

WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support -- WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices -- This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*This is subject to change based on seasonality and call volumes.

Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response

WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
 - Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
 - Regular updates outlining which networks and fuel stations are open and active in disaster areas
- Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also

currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities

WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshow, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of \$185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over \$200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period.

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the Salesforce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use Salesforce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. Salesforce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs. WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.

Fleet Advisory Board

The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

SPARK

SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).

WEX Fleet Chip Cards

Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.

Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.

WEX believes it has taken a thoughtful approach to chip-card development.

- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.

- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.

- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.

- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™

WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX Fleet DriverDash

WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can't share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexxus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.
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Table 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/mailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.
44	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcwell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcwell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcwell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") \$0-\$50,000,000 quarterly spend: 10 basis points (0.10%) \$50,000,001-\$75,000,000 quarterly spend: 12 basis points (0.12%) \$75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

opportunities for savings

- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™

WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW

WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).

- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	☒ Yes ☐ No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	☒ Yes ☐ No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.	*
64	Fleet payment data analytics	☒ Yes ☐ No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.	*
65	Integrated telematics solutions	☒ Yes ☐ No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seamlessly and at no cost with WEX telematics.	*
66	Web-based account management and reporting tools	☒ Yes ☐ No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time.	*
67	Private-site fuel location payment or data services	☒ Yes ☐ No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.	*

68	Electric vehicle charging station fee payment	☒ Yes ☐ No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more than 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns.	*
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,	

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions on the card. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process. Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.

- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

Adding New Merchants

WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.

If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting

WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Alternative Fuels

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge

In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.

Aviation and Jet Fuel -- AVCARD

WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic

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and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge. Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for	

accounts, drivers, vehicles or cards

- Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
 - Streamline operations to help eliminate redundancies
 - Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon
- Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.

- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service
- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

- Speed violations
- Idling
- Landmark entry/exit
- Odd-hours usage
- Diagnostic trouble codes (optional)
- Odometer-driven maintenance

	Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Pricing.zip - Thursday August 06, 2020 14:10:01
 - [Additional Document](#) - Additional Documents.zip - Thursday August 06, 2020 14:04:47

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☒	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☒	1

Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank (“Issuer”), would like to provide and propose the following terms (the “Agreement”) to be included in any resulting contract between Issuer and your contracting agency or entity (“Customer”). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer’s behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: **(a)** any balance is past due; or **(b)** the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer’s specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer’s requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexcinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

“Account User” means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

“Billing Cycle” means the time interval between the dates of Customer’s regular billing statements. Customer’s first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

“Business Day” means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

“Card” means a plastic card provided by Issuer that may be used to access an Account.

“Controls” are a set of authorization tools designed to assist Customer with managing Transactions.

“Credit Limit” is the amount of credit assigned to Customer’s Account as established by Issuer from time to time.

“DIN” means the identification number associated with an Account User or Card.

“Due Date” means the date the repayment of the balance of the Account is due as provided on a billing statement.

“Fee Schedule” means the List of Fees included as Schedule B.

“Guarantor” means any Person who guarantees the obligations of Customer under this Agreement.

“Party” means Bank or Customer and “Parties” means Issuer and Customer. “Person” means an individual, corporation, partnership, limited liability company, trust or other organization.

“Transaction” means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

“Unauthorized Use” means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump*
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Call 1-866-544-5796 with questions about any of the above.



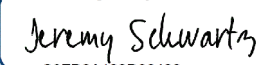
CONTRACT EXTENSION

Contract Number: #080620-WEX

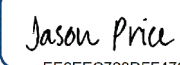
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank (Vendor) 111 East Sego Lily Drive, Suite 250. Sandy, UT 84070 have entered into Contract #080620-WEX for the procurement of Fleet Payment Solutions with Related Services. The Contract has an expiration date of September 7, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of September 7, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 9/16/2023 | 10:29 AM CDT

WEX Bank

DocuSigned by:

 By: EE6EEC720DFF478...
 Jason Price
 Title: President/CEO
 Date: 10/10/2023





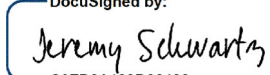
CONTRACT EXTENSION

Contract Number: #080620-WEX

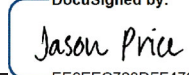
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Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/16/2023 | 10:29 AM CDT

WEX Bank

DocuSigned by:

By: EE6EEC720DFF478...
Jason Price
Title: President/CEO
Date: 10/10/2023



WEX #080620-WEX

Pricing for contract #080620-WEX offers Sourcewell participating agencies the following discounts:

- Wex offers rebates to Sourcewell participating agencies for fuel purchases made with the WEX Fleet Card.
- WEX Fleet Card rebates are a percentage off the retail price at the pump.



FLEET CARDS AND SUPPORT SERVICES CC211293001

Issuance Date: July 15, 2021

Revision: August 15, 2024

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	July 1, 2021 through September 7, 2025
Original Contract Period:	July 1, 2021 through September 7, 2024
Available Renewal Period Options:	1
Potential Final Expiration Date:	September 7, 2025

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Kelsey Huwe
Email:	kelsey.huwe@oa.mo.gov
Phone Number:	(573) 522-1308



ORGANIZATION

Statewide Contract History
Contract Information
Instructions and Information
Contract Pricing
Contract Scope of Work
Appendix A – Satisfactory Survey



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
8/15/2024	Extended contract through September 7, 2025
6/24/2024	Update buyer information.
3/28/2024	Updated contact information for contractor.
3/20/2024	Added telematics pricing information.
1/19/2024	Updated contractor contact information.
3/2/2023	Updated buyer information.
5/23/2022	Update buyer information
7/15/2021	Issuance of contract.



CONTRACT INFORMATION

CC211293001			
MissouriBUYS SYSTEM ID: MB00074278			
Contractor Name: WEX Bank			
Contractor Address: 7090 South Union Park Center, Suite 350 Midvale, UT 84047			
Contact Information: Name: Cory Herzog Phone Number: 801-347-9379 Email Address: cory.herzog@wexinc.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement: Yes			



INSTRUCTIONS AND INFORMATION



1. **MANDATORY USE:**

Any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.

Local Purchase Authority shall not be used to acquire any other fuel credit card. State agencies are advised that the Office of Administration, Division of Accounting, does not allow state agencies to establish multiple credit card accounts with multiple credit card vendors. In addition, if the state agency has special fueling or vehicle service needs that WEX cannot meet, then the state agency may use local purchasing authority but only after first contacting the State Fleet Manager and the Division of Purchasing.

2. **SCOPE OF WORK:** Due to the large amount of information included in the contract's Scope of Work, the information is not included in the Statewide Contract Notification. The information is available through the Awarded Bid & Contract Document Search at <https://oa.mo.gov/purchasing/bidding-contracts/awarded-bid-contract-document-search> or through MissouriBUYS at <https://missouribuy.mo.gov/>.

3. **PURPOSE:** The Division of Purchasing has awarded the above referenced contract for Fleet Card with Related Services with WEX Bank. This contract replaces contract CC160898001 with WEX which expires July 19, 2021. State agencies shall continue to use their existing cards/ accounts. The card and card services are free of charge.

WEX will bill all State of Missouri accounts for purchases made on the WEX card less any fuel tax exemptions, allowed by law. Complete reporting of exempted taxes will be provided and shown on the invoice.



The following is a link to the Office of Administration, Division of General Services, State Fleet Management website:

<http://oa.mo.gov/general-services/state-fleet-management/contracts/wex-fuel-card>

The website is intended to provide additional details regarding the fuel card contract, direct access to the WEXOnline program and includes the Fuel Card Guidelines that all departments must follow.

The state agency is advised that there is an existing statewide contract for tires. All acquisitions for tire replacement shall be made from the statewide tire contract unless the purchase in it is intended for emergency/repair.

4. **COOPERATIVE PROCUREMENT:** WEX will extend the fleet card program to members of the cooperative procurement program. All new cooperative procurement customers should contact WEX directly to set up their account.
5. **SETTING UP AN ACCOUNT:** State agency personnel should consult with their agency Fleet Manager regarding access to a WEX fuel credit card. All new accounts shall be established through their Fleet Manager by contacting WEX directly to set up the account and establish billing options or to resolve any account questions. Accounts are able to be set up based on the state agency's specific needs.
6. **CARD APPLICATION:** Each department should have an assigned program administrator. Please contact your Financial Management Advisory Committee Representative (FMAC) to determine how your program will operate. Those entities not represented on FMAC should direct any inquiry to WEX as listed on page 1.

Any request for fuel cards, including new, replacement, or lost/stolen cards, must be directed to WEX.

7. **CARD AUTHORIZATION:** Cards can be assigned to a vehicle/asset, driver or organizational unit (or cost center) in the fleet. When the card is swiped at the point of sale device, the driver will be prompted to enter a Driver ID (DID) and the odometer reading of the vehicle prior to receiving authorization for any transaction.

Each DID can be assigned to one, many or all cards on the WEX account and can be generated by either WEX at random, or assigned by the fleet customer. The WEX card cannot be electronically activated without entering a valid DID.

8. **CARD SET UP:** Program Administrators and/or Fleet Managers within each department shall work with WEX to establish card limitations.



Custom Control cards permit all types of purchases at WEX excepting locations, including fuel, maintenance and other (such as general merchandise) items. Product type control options shall be selected with this card, allowing certain product categories to be selected.

Fuel only cards permit the purchase of only fuel products, such as gasoline, diesel, or other alternative fuels.

Accounts can be comprised of all Fuel Only cards, all Custom Control cards or a combination of Fuel Only and Custom Control cards.

9. **MULTIPLE REPORTING LEVELS:** The WEX system supports seven (7) levels of hierarchy. Program administrators/fleet managers, shall determine the level they prefer to bill and/or report, with the ability to provision users of the online system as appropriate. Organizational units within accounts to support additional card groupings for authorization controls and reporting needs will also be determined by the program administrators.
10. **WEX CUSTOMER SERVICE DEPARTMENT:** The WEX Customer Service Department (CSD) is available 24 hours per day, 7 days per week. State Fleet Managers and card users can contact the CSD regarding questions related to the everyday use of the card and are trained to handle questions regarding account billing and reporting. A toll-free number for contacting the CSD is displayed on the back of the WEX card. The customer service representatives along with the PFS Account Manager will manage all day-to-day account maintenance issues.
10. **BILLING:** WEX will invoice state agencies on a monthly basis with the cycle closing date on the last day of the month. Invoices will include a complete list of all transactions for the invoicing period along with subtotals and a final summary. Billing statements may be submitted in electronic form via WEXOnline E-VAR or WEXLink, or through paper VAR (Vehicle Analysis Reports) as requested by the department when setting up the account with WEX. State agencies can view invoices and standard reports for 13 months and view transactional detail for 24 months via WEXOnline. WEXOnline electronic E-VAR provides agencies 24-hour access. WEXLink files allow customers to perform detailed analysis and reporting on their fleet account and can be merged with existing information management systems. Purchases are due and payable in full within 26 days of the date appearing on the invoice.
11. **DISPUTED CHARGES:** WEX does not bill less disputed charges. The state agency will receive a credit if a dispute is found in the State's favor. State agencies shall contact WEX via fax at (800) 395-0809 or by mail at Customer Service, Wright Express, 97 Darling Ave., South Portland, Maine 04106. The disputed charges must be identified and a basis for the dispute must be provided. WEX will commence an investigation to determine the validity of the charge in dispute and then either provide a credit or take no further action if the error cannot be substantiated. In any event, a written explanation of the outcome will be provided.

In the case of a disputed charge, WEX will make every effort to complete the following within 24 hours notice by the state agency or as soon as possible and within a reasonable period of time:



- Resolve questioned/disputed charges appearing on the statement
- Credit the state agency's account, pending resolution of the questioned/disputed item
- Process refunds for items resolved in the state agency's favor

12. **REBATES/DISCOUNTS:** WEX is offering Monthly Retail Transaction Based Rebates and Payment Timing (Early Payment) Rebates as well as Merchant Rebates.

Monthly Retail Transaction Based Rebates:

The monthly retail transaction based rebate is contingent upon the entity paying in full within 30 calendar days of the billing date that appears on the invoice and pays certain basis points dependent upon monthly retail transactions as follows:

Monthly Retail Transactions	Basis Points (Rebate Percentage)
No minimum spend requirement.	175 basis points (1.75%)

Payment Timing (Early Payment) Rebates:

WEX's payment timing rebate is contingent upon payment in full within a certain number of days of the billing date appearing on the invoice and pays basis points as follows:

Bill Presentment	Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice	Basis Points (Rebate Percentage)
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)



Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

13. **LOST/STOLEN/TERMINATED CARDS:** The account administrator or card custodian should report any lost or stolen cards immediately to WEX by contacting their Customer Service Department (CSD) at (800) 492-0669. Access to the CSD is available 24 hours per day, 365 days per year. Administrators can also notify WEX of lost, stolen or unauthorized use through *WEXOnline*. Agencies will be liable to WEX for all unauthorized use of a card until notification of such use. Upon reporting a lost or stolen card, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Upon receipt of proper notification, agencies will be relieved from any liability for any subsequent charges made to the card.

In addition, the program administrator should contact WEX regarding the termination/cancellation of cards.

Upon request of only the state agency account administrator or manager, WEX will provide a replacement card within 2-3 business days of card cancellation.

14. **REPORTS:** WEX offers their *WEXOnline* reporting tool. Four (4) standard reports are available online. WEX also offers customized reports that can be designed in several formats and will provide on an adhoc or regularly scheduled basis. Account Review documents are also available that includes a rolling 13-month review of data for several key data elements. Additionally, WEX will provide an Opportunity Report to assist in identifying areas where the State can realize cost savings by benchmarking purchasing at the zip code level to the WEXIndex average. Merchant Minority and Tax Reports are also available to support 1057 and 1099 requirements.



15. **WEXOnline SYSTEM:** WEXOnline is WEX's reporting and analysis tool for Fleet Managers to use in managing their fleets. WEXOnline provides 24-hour access to actionable account information, expense management, online reporting, and real-time account management functionality.

The dashboard page allows the review of pending actions, authorizations, access accounts and access to favorites/quick links.

WEXOnline also provides a Fleet Manager module allowing for the management of day-to-day activities related to the fuel card program including administrator functions, account maintenance functions, and invoice and payment functions. Twenty-four (24) months of transaction data and 13 months of invoice data is accessible online.

WEXOnline offers the Expense Manager module providing comprehensive expense management tools, allowing fleets to set up approval hierarchies and manage accounting functions related to fleet purchases down to the transaction level. In addition, WEXOnline provides a comprehensive reporting module, including ad hoc reports, standard reports, exception reports and customized reports.

16. **FEE:** There is no charge to use the WEX program. Cards, electronic transfer of data, ad hoc reporting, online account management, 24-hour help line and training are provided free of charge. Access to roadside assistance is also provided free of charge, however any ensuing service performed would be charged.
17. **LOCATIONS:** The WEX card can be used for the purchase of all vehicle fuel types, vehicle repairs and vehicle-related supplies at all WEX accepting locations.

Through the AVCARD program, state agencies can manage aircraft fueling, maintenance and related activities. In addition to the WEX Fleet Card account, WEX will set up an AVCARD account. The AVCARD card allows the purchase of fuel and services from all AVCARD acceptors and/or contract fuel suppliers. A list of acceptors is available at www.avcard.com. For merchants that do not accept the card, AVCARD offers merchants a one-time acceptor option. With an AVCARD account, users automatically participate in the Contract Fuel Program allowing all to receive significant savings on jet fuel purchases anywhere in the world. The AVCARD program is available at no additional charge.

WEX offers an Alternative Fuel Directory identifying accepting merchants supplying Ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other



alternative fuels. The directory is available in CD format, downloadable from *WEXOnline*, or can be provided in hard copy for use in agency vehicles.

WEX offers extensive acceptance coverage for service and maintenance needs through the WEX Service Network. The WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes plus other routine vehicle maintenance needs. The WEX card is currently accepted by national brands providing services such as preventative maintenance, glass claim services, major automotive repair, and road and tow.

WEX offers pay-at-the-pump credit card service at all major gasoline brands both nationwide and in Missouri. The following lists the major companies currently participating in WEX's fuel card program.

A complete list of all fueling stations can be found on the WEX website.

18. **ONLINE VENDOR SEARCH:** WEX provides fleet managers and drivers the ability to search for accepting locations and fuel price information directly from the desktop through their "Daily Best Fuel Price" and "Fuel Price Mapping" tools. The Daily Best Fuel Price tool allows drivers to query available locations and receive the following station information in lowest to highest price order:

- Name, address and phone number of site
- Product and price
- Date price was last updated

The Fuel Price Maps have both satellite and standard map views. Real-time prices reflect the most recent WEX transaction and are continually updated. Search criteria include address, city, state, zip code, brand and PPG. A searchable directory is available through *WEXOnline* or at the WEX web site at <http://www.wrightexpress.com/WEX/wex-universal-locations.cfm>. Search criteria include, city, zip code, state, site type (fuel or service), brand name and site name.

19. **TAX EXEMPT PURCHASES:** WEX will process all fuel transactions, including aviation gasoline (av gas), exempt of federal excise taxes. WEX cannot, however, exempt aviation jet fuel.

State agencies are advised to notify the retailer of Missouri's tax exempt status prior to a transacting a purchase for a non-fuel item made with the WEX card. State agencies are further advised to check all receipts and WEX invoices to make sure that the federal excise tax is being exempted.



20. **ROADSIDE ASSISTANCE:** WEX provides card users toll free access to emergency roadside assistance for their fleets, 24 hours per day, 7 days per week. Roadside assistance services include towing, mechanical first aid, jump starts, tire changes, lockout assistance, and fuel/water delivery.

The WEX card is accepted by the National Automobile Club's FLEET RESCUE emergency roadside assistance program. FLEET RESCUE provides card users with a reliable, toll-free, 24-hour, 365 day a year provider of high-quality roadside assistance program. Drivers will have no out-of-pocket expenses at the time of service. FLEET RESCUE offers the same roadside assistance services as described above. Card users can contact FLEET RESCUE toll-free at (866) 329-3471. The actual costs of services performed will appear on the agency's WEX invoice; there is no longer a service charge for Roadside Assistance.

21. **OTHER FLEET MANAGEMENT SERVICES:** As a MasterCard issuing bank, WEX is offering WEXPay. WEXPay is a tool enabling out-of-network purchases at an additional 500,000 merchants in the MasterCard network. WEXPay is typically used for independent or geographically remote fuel and service sites, however provides the control of a fleet card with the convenience of a credit card. Use of WEXPay is intended to reduce the number of sites where card users would have to use an alternative form of payment.

22. **FLEET SERVICES AND REPAIR:** The WEX card can be used for the purchase of vehicle service; however state agencies are advised that all vehicle servicing repair or maintenance must first be referred to the Office of Administration State Garage if the fleet car is part of the agency's Jefferson City fleet. The OA Garage may be contacted by calling 573-751-4286.

WEX has agreements with several repair and supplies vendors where discounts are available for supplies and services.

23. **LATE FEES/ACCOUNT SUSPENSION:** Accounts will be suspended 70 days after invoice date if payment is not received by WEX. WEX will make phone calls and send emails to account/billing contacts prior to suspension. WEX recommends secondary account contacts in case there are staffing changes. At 70 days, the account will be suspended if other arrangements have not been made -- cards will not work. At 120 days, the account will be shutoff.

24. **CLEARVIEW DATA ANALYTICS PLATFORM:** Wex provides their ClearView Data Analytics Platform - Fuel Analysis Package to include volume and spend, exceptions, community, and admin modules. The package provides for trend and "outlier" analysis, as well as drill-down to driver and vehicle transaction detail; identifying and acting on product miscodes;



identifying and addressing inaccurate odometer entries; and other tools for improved fuel management and saving fuel dollars, at a monthly fee of \$0.20 per active card.

25. **CONTRACT MANAGEMENT:**

- a. The state agency should monitor, measure, and manage the contractor's performance of services and delivery of products according to the contractual requirements. Please refer to the Contract Management Guide:
<https://oapurch.state.mo.us/procurementsources.shtm>
- b. In the event your state agency encounters any issues or has any concerns or questions regarding the contract, please contact the Division of Purchasing in writing to the attention of the buyer shown on the front page of this document.
- c. To assist the Division of Purchasing in monitoring the performance of the contractor and ensuring quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding the contract and contractor performance to the Division of Purchasing to the attention of the buyer listed on the front page of this document.

26. **SATISFACTION SURVEY:** Customer service is a top priority. The Division of Purchasing desires to work with state agencies to identify solutions if there are any contract concerns. State agencies are encouraged to complete the Satisfaction Survey, Appendix A, regarding their experience with the contract. Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.



WEST UNIVERSAL FLEET CARD FEE SCHEDULE

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ¹
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting
Clearview Essentials	WAIVED
Clearview Advanced	\$0.50 per active card, per month
Private Site Transaction Fee	\$0.35 per transaction

WEX TELEMATICS PRICING

State of Missouri WEX Telematics Pricing				
GEOTAB				
36 Month Agreement				
Product	Price			
GO9 Device	\$ 65.00	Unit	Telematics Device Installation would be Quoted	GO9-LTEVZW Single mode CAT1 GO9 LTE for the Verizon network
Y ¹ Harness	\$ 27.00	Unit	Universal T-Harness Kit	Universal OBDII T-Harness Kit – Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most light-duty and medium-duty international vehicles.
IOX-NFCREADER	\$ 60.00	Unit	NFC Tag Reader with mounting bracket	NFC Tag Reader with mounting bracket ONLY - used for Driver ID. NFC Tags sold separately.
FOB	\$ 2.65	Each	NFC Driver ID Tag	NFC Driver ID Sticker Tag with blue inner label. Used with IOX-NFCREADER Driver ID Tag Reader. 40mm (~1.5") in diameter.
PRO Monthly Service	\$ 16.00	Month per Unit	The Pro plan offers the functionality of the Regulatory plan and adds support for engine and accelerometer data. 1 Year Warranty	
ProPlus Monthly Service	\$ 19.00	Month per Unit	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data.	



Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.





Appendix A Satisfaction Survey



This satisfaction survey is provided for users to report good and/or poor contractor performance. Any contract user may complete the survey and return it to the buyer identified on page one of this notice.

Users are advised that serious contractor performance issues should be immediately reported to the buyer identified on page one of this notice.

GENERAL CONTRACT INFORMATION	
Statewide Fuel Cards with Related Services	Contract Number: CC211293001 Contractor Name: WEX Bank

PRODUCT RATING	EXPLANATION
Do the products meets the needs of your agency:	Yes: ☐ No: ☐ If no, please explain:
Do the products the meet the contract specifications?	Yes: ☐ No: ☐ If no, please explain:



Appendix A
Satisfaction Survey

CONTRACTOR PERFORMANCE	EXPLANATION
Did the contractor deliver products in accordance with the delivery timelines in the contract?	Yes: ☐ No: ☐ If no, please explain:
Describe the responsiveness of the contractor to inquiries.	Please explain:
Has your agency encountered any problems with the contractor? If so, how would you rate their ability to resolve the problem?	Yes: ☐ No: ☐ If no, please explain:
Were the contractor's employees courteous?	Yes: ☐ No: ☐ If no, please explain:

SURVEY COMPLETED BY:
Name:
State Agency:
Email:
Date:

AVAILABILITY TO SERVE AS AN EVALUATOR:
At the time of rebid, would you be available, and like to be considered, to serve as a member of the evaluation team? Yes: ☐ No: ☐

Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$240,000.00 to WEG Transformers USA LLC. (WEG), for power distribution transformers, for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) uses pole-mount and pad-mount transformers to convert the high 'primary' voltage of the overhead or underground distribution lines to the lower 'secondary' or 'utilization' voltage. The transformers are used in establishing new electrical services and for the replacement of defective units.

IPL entered into a contract with WEG as a result of an invitation to bid which was approved by Council in 2021. Expenditures for the fiscal year are anticipated to be \$240,000.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$240,000.00. Funding for power distribution transformers is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 21044 WEG Q495933878 City of Independence Bid21044 (1)
2. 21044 Bid Tabulation

Attn: Mickey Churchill
Email: mchurchill@indepmo.org

PROJECT REFERENCE: City of Independence MO-Bid# 21044

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,

Holly Wassall

Holly Wassall
hwassall@weg.net
WEG Transformers USA
Account Specialist

GENERAL CONDITIONS

Validity	From 6/24/2021 through 9/30/2021
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Adjusted each quarter based on current material prices
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Shipping - freight prepaid and allowed to Independence MO
Payment	NET 30 days from invoice
Warranty	Standard - 12 months from date of installation, not to exceed 18 months from date of shipment

QUOTATION COMMENTS

CLARIFICATION:

Prices will be firm starting at bid opening date until September 30, 2021. All purchase order starting on October 1, 2021 will be subject to WEG's escalation formula. See attached example of pricing formula.

WEG is taking exception to the use of BLS material figures for quarterly escalations. The indices will be based on American Metal Market. Please advise if this is acceptable.

5 year warranty is included in quoted price.

Pricing for special testing is attached.

CAPACITY PLANNING

Capacity Planning is a program that aims at setting certain production slots aside, guaranteeing consistent lead times that will not be affected by market conditions. For this particular program, we continue to encourage Moehn/City of Independence MO to provide Monthly/Quarterly forecast in order to make this program work.

PRICE ADJUSTMENT MODEL

Methodology and Formulas

The WEG methodology is based upon actual manufacturing cost breakdown of the awarded product. The base period for the products is determined by the material base prices at the time of quotation; in this case it as declared in the 3-phase information section.

The calculation of the new sales price, for orders received starting October 1, 2021 is based upon the percentage content of the sales price that each of the key transformer material components represent in the pricing structure of the product. Indeed the percentage of each component can be calculated based upon the cost component price given in our price data sheet divided by the sales price. These key material components are copper, aluminum, mild steel, mineral oil, core steel, accessories, labor, freight and miscellaneous material such as paint, gaskets, insulation materials, core clamp steel etc. Within these specific key material components, WEG will escalate/de-escalate the sales price each quarter with the understanding that labor, accessories, miscellaneous transformer materials and freight, will be escalated/de-escalated at the beginning of each calendar year. In this case, the first price adjustment date is October 1st, 2021.

Key Component Reference Indices

The following Reference Indices of key transformer components shall be used to determine relative changes in price. These indices are based off data from the American Metal Market.

1. **Aluminum:** American Metal Market (AMM - COMEX). Benchmark established is: **1.25/lb.** Average from the month of **May 2021.**
2. **Mild Steel:** Average between hot-rolled steel sheet (for tank steel) and cold-rolled steel sheet (for steel parts) indices used American Metal Market (AMM). Benchmark established is: **82.57/cwt.** Average from the month of **May 2021.**
3. **Transformer Oil:** This source data has been obtained through our last Cargill invoice from the month of November. Benchmark established is: **\$61.72 gallon.** Average from the month of **May 2021.**
4. **Core Steel:** Due to the uniqueness of the core steel market, WEG will provide current price indicators throughout the review period. The established price will be the average core steel price WEG paid during the last month of the most recent quarter. This market data is provided by the WEG Supply Chain, and is confidential. The benchmark established at the time of quotation is index of **1.00**
5. **Accessories:** This accessories section reflects a combination of several items that are supplied to WEG by other OEM manufacturers. The transformer designs and materials (tellurium copper, aluminum, EPDM rubber, etc.) may vary. We have consolidated this list to an aggregate value in order to simplify the process. WEG has not provided the details for each accessory, as these prices are proprietary information. The sum of the accessories cost and the transformer materials cost is taken at an index of **1.00.**
6. **Labor:** The labor index is fixed for 2021 and subject to review at the beginning of each calendar year, beginning for orders received January 1st, 2022 Benchmark established is: **\$34.52.**

7. **Other Transformer Materials:** All other transformer components, including but not limited to paint, insulation materials, hardware, and gaskets, are factored into the Manufacturing Cost, and cannot be neglected. Similarly to labor, these values are fixed for 2021 and will be subject to review at the beginning of each calendar year. Orders received after January 1st, 2022 will include this updated cost. The benchmark established at the time of quotation is index of **1.00**, which means as transformer materials fluctuate during quarterly price adjustments. WEG will advise UTB of the new index at time of price adjustment.
8. **Overhead & Margin:** This value will be fixed for five years. Benchmark established is: **1.000**.
9. **Freight:** Freight includes the shipping costs for units transported from WEG Transformers USA (located in Washington, Missouri) to the final destination, specified by UTB. This value is fixed for 2021, and subject to review at the beginning of each calendar year. Orders received January 1st, 2022 will include this updated cost. The benchmark established is **\$2.36 (USD) per mile**. WEG will advise Moehn of the new average shipping cost at the end of each year.

Proposed Price Adjustment Model

We have provided weighting tables below to reflect the proposed Price Adjustment Model. You will see each units designated table on the overall price sheet.

Table 1

COMMODITY	% WEIGHTING
OIL	
WINDING MATERIAL	
STEEL	
CORE STEEL	
ACCESSORIES	
OTHERS	
LABOR	
FIXED	
FREIGHT	

Table 2

COMMODITY	% WEIGHTING
OIL	
WINDING MATERIAL	
STEEL	
CORE STEEL	
ACCESSORIES	
OTHERS	
LABOR	
FIXED	
FREIGHT	

Every quarter WEG will calculate new material indexed cost based upon the quarterly evolution of the materials indexes or prices per the proposed methodology as established under the key component reference index or prices. Make note that each key component will be used in accordance to the price adjustment timing below.

Adjustment Timing

COMMODITY	REMARKS
CORE STEEL	Will be adjusted quarterly, starting orders received October 1 st 2021.

MILD STEEL	Will be adjusted quarterly, starting orders received October 1 st 2021.
COPPER	Will be adjusted quarterly, starting orders received October 1 st 2021.
ALUMINUM	Will be adjusted quarterly, starting orders received October 1 st 2021.
OIL	Will be adjusted quarterly, starting orders received October 1 st 2021.
ACCESSORIES	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
LABOR	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
OTHER TRANS. MAT'LS	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
FIXED COST	Is gross profit and will remain fixed for term of contract
FREIGHT	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.

Proposal Notes (1/2)

DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, two (2-4) weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Any deviations to the specification will be called out in the "Quotation Comments" section. Accuracy and completeness is the sole responsibility of the End User. If any item or service is

not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.

Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.

SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

Proposal Notes (2/2)

TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for download on our website www.weg.us or through the link:

<https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf>



WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0010

Customer Line No.:	16-075-01	Quantity:	1
Unit Price:	\$6,551.00 USD	Extended Price:	\$6,551.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	75 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	167 Watts @ 85 °C	Load Loss:	843 Watts @ 85 °C
Impedance:	3.18 %	Total Loss:	1010 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=6.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 4 Hole H Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C03) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (HTSS132030),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by hwassall on 06/24/21



WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0020

Customer Line No.:	16-150-01	Quantity:	1
Unit Price:	\$7,833.00 USD	Extended Price:	\$7,833.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	150 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	275 Watts @ 85 °C	Load Loss:	1517 Watts @ 85 °C
Impedance:	3.74 %	Total Loss:	1792 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=6.5 Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 4 Hole H Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C08) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08080C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0030

Customer Line No.:	16-225-01	Quantity:	1
Unit Price:	\$8,928.00 USD	Extended Price:	\$8,928.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	225 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	368 Watts @ 85 °C	Load Loss:	2126 Watts @ 85 °C
		Total Loss:	2494 Watts
Impedance:	3.3 %		

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5 Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 4 Hole H Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C10) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08080C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Special Testing:

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0040

Customer Line No.:	16-300-01	Quantity:	1
Unit Price:	\$9,997.00 USD	Extended Price:	\$9,997.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	300 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	482 Watts @ 85 °C	Load Loss:	2605 Watts @ 85 °C
Impedance:	3.42 %	Total Loss:	3087 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum J Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C10) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08080C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Special Testing:

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0050

Customer Line No.:	16-300-04	Quantity:	1
Unit Price:	\$9,500.00 USD	Extended Price:	\$9,500.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	300 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	482 Watts @ 85 °C	Load Loss:	2611 Watts @ 85 °C
		Total Loss:	3093 Watts
Impedance:	3.27 %		

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum J Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C10) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08080C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Special Testing:

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0060

Customer Line No.:	16-500-01	Quantity:	1
Unit Price:	\$13,659.00 USD	Extended Price:	\$13,659.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	500 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	642 Watts @ 85 °C	Load Loss:	4170 Watts @ 85 °C
Impedance:	4.55 %	Total Loss:	4812 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum J Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C12) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08125C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0070

Customer Line No.:	16-500-02	Quantity:	1
Unit Price:	\$11,781.00 USD	Extended Price:	\$11,781.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	500 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	656 Watts @ 85 °C	Load Loss:	4134 Watts @ 85 °C
Impedance:	4.47 %	Total Loss:	4790 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum J Spades

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C12) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08125C100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0080

Customer Line No.:	16-750-00	Quantity:	1
Unit Price:	\$15,431.00 USD	Extended Price:	\$15,431.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	750 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	924 Watts @ 85 °C	Load Loss:	5613 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	6537 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 10 Hole Aluminum J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08250D100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0090

Customer Line No.:	16-750-02	Quantity:	1
Unit Price:	\$19,021.00 USD	Extended Price:	\$19,021.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	750 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	850 Watts @ 85 °C	Load Loss:	5861 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	6711 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Brass J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),

PRCLF (CBUC08250D100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Special Testing:

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0100

Customer Line No.:	16-999-00	Quantity:	1
Unit Price:	\$17,299.00 USD	Extended Price:	\$17,299.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	1000 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	1068 Watts @ 85 °C	Load Loss:	7635 Watts @ 85 °C
		Total Loss:	8703 Watts
Impedance:	5.75 %		

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Thread-On 10 Hole Aluminum J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),

PRCLF (CBUC08250D100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Special Testing:

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0110

Customer Line No.:	16-999-02	Quantity:	1
Unit Price:	\$25,309.00 USD	Extended Price:	\$25,309.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	1000 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	0	LV Winding Matl:	0
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	1021 Watts @ 85 °C	Load Loss:	7597 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	8618 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 24 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Aluminum J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),

PRCLF (CBUC08250D100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0120

Customer Line No.:	16-999-15	Quantity:	1
Unit Price:	\$23,414.00 USD	Extended Price:	\$23,414.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	1500 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	1399 Watts @ 85 °C	Load Loss:	10679 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	12078 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Brass J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C18) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),

PRCLF (CBUC08150D100 (Quantity: 2)),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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TECHNICAL SPECS

Date: 6/24/2021
Quotation Number: 495933878
Item Number: 0130

Customer Line No.:	16-999-25	Quantity:	1
Unit Price:	\$34,145.00 USD	Extended Price:	\$34,145.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	2500 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	Secondary Voltage:	480Y/277
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	1972 Watts @ 85 °C	Load Loss:	16419 Watts @ 85 °C
Impedance:	5.75 %	Total Loss:	18391 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 24 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions

Dead Front Primary Terminations: Wells

Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Aluminum J Spades w/Spade Support

Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (361C05CB) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (),
PRCLF (CBUC08250D100),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,

Liquid Level (SightGauge),

Ground Lugs(2) #8-2/0,

Switch interlocked with Bayonets

Schrader valve

5 Year Warranty

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 18 TO 20 WEEKS AFTER RECEIPT OF ORDER

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Stock Item Specification Page

Item No.: 12 Stock Number: 16-075-01

Description: TRANSFORMER, THREE PHASE PAD MOUNT, 75 KVA, 13200/7620, 208/120,
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 167

FL Losses 843

MFG Catalog # Quoting: 495933878-0010 Total 1010

Number of business days for delivery from receipt of purchase order: 18-20 Weeks.

Unit Cost (Delivered): \$6,551.00

Item No.: 13 Stock Number: 16-150-01

Description: TRANSFORMER, THREE PHASE PAD MOUNT, 150 KVA, 13200/7620, 208/120,
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 275

FL Losses 1517

MFG Catalog # Quoting: 495933878-0020 Total 1792

Number of business days for delivery from receipt of purchase order: 18-20 Weeks.

Unit Cost (Delivered): \$7833.00

Item No.: 14 Stock Number: 16-225-01

Description: TRANSFORMER, THREE PHASE PAD MOUNT, 225 KVA, 13200/7620, 208/120,
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 368

FL Losses 2126

MFG Catalog # Quoting: 495933878-0030 Total 2494

Number of business days for delivery from receipt of purchase order: 18-20 Weeks.

Unit Cost (Delivered): \$8928.00

Item No.: 15 Stock Number: 16-300-01

Description: TRANSFORMER, THREE PHASE PAD MOUNT, 300 KVA, 13200/7620, 208/120,
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 482

FL Losses 2605

MFG Catalog # Quoting: 495933878-0040 Total 3087

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$9997.00

Item No.: 16 Stock Number: 16-300-04

Description: TRANSFORMER, THREE PHASE PAD MOUNT, 300 KVA, 13200/7620, 480/277,
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 482

FL Losses 2611

MFG Catalog # Quoting: 495933878-0050 Total 3093

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$9500.00

Item No.: 17 Stock Number: 16-500-00

Description: TRANSFORMER, 500 KVA, THREE PHASE PAD MOUNT, 13200 GRD Y/7620 208
GRD Y/120 VOLTS - DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND
ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 642

FL Losses 4170

MFG Catalog # Quoting: 495933878-0060 Total 4812

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$13659.00

Item No.: 18 Stock Number: 16-500-02

Description: TRANSFORMER, 500 KVA, THREE PHASE PAD MOUNT, 13200 GRD Y/7620 480
GRD Y/277 VOLTS, DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND
ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 656
FL Losses 4134

MFG Catalog # Quoting: 495933878-0070 Total 4790

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$11781.00

Item No.: 19 Stock Number: 16-750-00

Description: TRANSFORMER, 750 KVA, THREE PHASE PAD MOUNT, 13200 GRD Y/7620 480
GRD Y/277 VOLTS, DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND
ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 924
FL Losses 5613

MFG Catalog # Quoting: 495933878-0080 Total 6537

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$15341.00

Item No.: 20 Stock Number: 16-750-02

Description: TRANSFORMER, 750 KVA, THREE PHASE PAD MOUNT, 13200 GRD Y/7620 208
GRD Y/120 VOLTS, DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND
ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 850
FL Losses 5861

MFG Catalog # Quoting: 495933878-0090 Total 6711

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$19,021.00

Item No.: 21 Stock Number: 16-999-00

Description: TRANSFORMER, 1000 KVA, THREE PHASE PAD MOUNT, 13200/7620, 480/277
DEAD FRONT LOOP FEED - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 1068

FL Losses 7635

MFG Catalog # Quoting: 495933878-0100 Total 8703

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$17299.00

Item No.: 22 Stock Number: 16-999-02

Description: TRANSFORMER, 1000 KVA, PAD MOUNT THREE PHASE, 13200 GRD Y/7620
208/120 GRD, DEAD FRONT LOOP - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 1021

FL Losses 7597

MFG Catalog # Quoting: 495933878-0110 Total 8618

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$25309.00

Item No.: 23 Stock Number: 16-999-15

Description: TRANSFORMER, 1500 KVA, THREE PHASE, 13200 GRD Y/7620 VOLTS, DEAD
FRONT LOOP FEED, 480/277 - PER SPEC TRPA001.R2 AND ATTACHMENTS

MFG Name Quoting: WEG Transformers USA NL Losses 1399

FL Losses 10679

MFG Catalog # Quoting: 495933878-0120 Total 12078

Number of business days for delivery from receipt of purchase order: 18-20 Weeks

Unit Cost (Delivered): \$23414.00

Item No.: 24 Stock Number: 16-999-25

Description: TRANSFORMER, 2500 KVA TYPE, 13200/7620 VOLT, 480Y/277 THREE PHASE -
PER SPEC TRPA001.R2.

MFG Name Quoting: WEG Transformers USA NL Losses 1972

FL Losses 16419

MFG Catalog # Quoting: 495933878-0130 Total 18391

Number of business days for delivery from receipt of purchase order: 18-20 Weeks.

Unit Cost (Delivered): \$34145.00

Three Phase Pad-mounted Distribution Transformers

Special Test Prices & Schedule 2500 kVA and below

The following listed prices shall be respected for test in accordance to the latest ANSI/IEEE Standards at time of quotation:

Description	Unit Size	Unit Price Each ²	Remarks
Full Impulse Test	2500 kVA and smaller	\$900.00	
Heat Run Test, OA rating or one rating only ¹	1000 kVA and smaller	\$2,400.00	
Heat Run Test, OA rating or one rating only ¹	1500 kVA up to and including 2500 kVA	\$2,700.00	
Heat Run Test, each add. FA rating ¹	2500 kVA and smaller	\$1,050.00	
Sound Level Test, one rating only	2500 kVA and smaller	\$600.00	
Sound Level Test, ea. additional rating	2500 kVA and smaller	\$400.00	
Insulation P/F Test (not Doble test)	2500 kVA and smaller	\$200.00	
Oil Quality Test	2500 kVA and smaller	\$200.00 Per sample	Outside Lab
Oil DGA Test	2500 kVA and smaller	\$400.00 Per sample	Outside Lab
Short Circuit Test	2500 kVA and smaller	TO BE REQUESTED	Outside Lab
Witness Testing ¹	2500 kVA and smaller	\$750.00 Per day	To be scheduled in advance

NOTES:

¹ Witness Testing or Temperature Rise Testing will add 1-2 weeks to shipment schedule depending on the factory loading at the time of order.

² All prices are in USD.



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid 21044
Power Distribution Transformers
Response Deadline Date and Time: June 16, 2021, 2:00 p.m., Local Time

Deadline for questions is 2:00 p.m. local time on June 14, 2021
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm WEG Transformers USA Phone Number 636-239-9327
(Please print or type)

Address 1 Pauwels Drive City Washington State MO Zip 63090

Name of Authorized Agent Holly Wassall Email hwassall@weg.net

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid 21044

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

Professional Liability: Service Provider shall maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits -

Each Claim:	\$1,000,000
General Aggregate:	\$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -

Each Accident;	
Bodily Injury and Property Damage:	\$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.

Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that it has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

AFFIDAVIT

STATE OF Missouri)

) SS.

COUNTY OF Franklin)

WEG Transformers USA of the City of Washington, County of Franklin, State of Missouri,

being duly sworn on her or his oath, deposes and says:

1. That I am the Account Specialist (Title of Affiant) of

WEG Transformers USA (Name of Bidder) and have been authorized by said bidder to make this affidavit on the bidder's behalf;

2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. Bidder is responsible for submitting with his or her bid a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this invitation; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

WEG Transformers USA (Name of Bidder)

By: [Signature] (Signature of Affiant)

Account Specialist (Title of Affiant)

Subscribed and sworn to before me this 24th day of June, 2021.



CHERYLA VOSS
My Commission Expires
April 21, 2023
Franklin County
Commission #15423040

[Signature]
NOTARY PUBLIC in and for the County of Franklin

State of Missouri

My commission expires:

April 21, 2023

CITY OF INDEPENDENCE							
INVITATION TO BID 21044							
POWER DISTRIBUTION TRANSFORMERS							
7/1/21							
Evaluated Costs- Pole Mount Transformers							
Group 1:							
		<u>WEG Electric*</u>	<u>Wesco*</u>	<u>Central Moloney**</u>	<u>Howard Ind **</u>	<u>Graybar Electric**</u>	<u>Southwest Electric**</u>
		<u>Wash.,MO</u>	<u>Sioux City,IA</u>	<u>Pine Bluff,AR</u>	<u>Laurel,MS</u>	<u>Jefferson City,MO</u>	<u>Oklahoma City,OK</u>
		Est					
Item	QTY	Price	Price	Price	Price	Price	Price
1	19	NB	\$20,920.71	NR	NR	NR	NR
2	65	NB	\$79,287.00	NR	NR	NR	NR
3	73	NB	\$100,113.66	NR	NR	NR	NR
4	18	NB	\$29,789.10	NR	NR	NR	NR
5	5	NB	\$10,516.45	NR	NR	NR	NR
6	2	NB	\$7,738.46	NR	NR	NR	NR
Total	YR 1	NB	\$248,365.38	NR	NR	NR	NR
Evaluated Cost- Single Phase Pad Mount Transformers							
Group 2:							
		Est	<u>WEG*</u>	<u>Wesco*</u>	<u>Central Moloney**</u>	<u>Howard Ind **</u>	<u>Graybar Electric**</u>
Item	QTY	Price	Price	Price	Price	Price	Price
7	9	NB	\$26,060.40	NR	NR	NR	NR
8	2	NB	\$6,186.80	NR	NR	NR	NR
9	6	NB	\$19,285.68	NR	NR	NR	NR
10	2	NB	\$7,032.96	NR	NR	NR	NR
11	2	NB	\$7,912.08	NR	NR	NR	NR
Total	YR 1	NB	\$66,477.92	NR	NR	NR	NR
Evaluated Cost- Three Phase Pad Mount Transformers							
Group 3:							
		Est	<u>WEG*</u>	<u>Wesco*</u>	<u>Central Moloney**</u>	<u>Howard Ind **</u>	<u>Graybar Electric**</u>
Item	QTY	Price	Price	Price	Price	Price	Price
12	1	\$6,551.00	\$9,725.27	NR	NR	NR	NR
13	2	\$15,666.00	\$23,604.38	NR	NR	NR	NR
14	2	\$17,856.00	\$24,725.26	NR	NR	NR	NR
15	18	\$179,946.00	\$239,934.06	NR	NR	NR	NR
16	1	\$9,500.00	\$12,780.21	NR	NR	NR	NR
17	2	\$27,318.00	\$31,648.34	NR	NR	NR	NR
18	6	\$70,686.00	\$89,307.66	NR	NR	NR	NR
19	1	\$15,341.00	\$23,505.49	NR	NR	NR	NR
20	2	\$38,042.00	\$38,582.40	NR	NR	NR	NR
21	1	\$17,299.00	\$27,274.72	NR	NR	NR	NR
22	0	\$0.00	\$0.00	NR	NR	NR	NR
23	1	\$23,414.00	\$32,351.64	NR	NR	NR	NR
24	0	\$0.00	\$0.00	NR	NR	NR	NR
Total	YR 1	\$421,619.00	\$553,439.43	NR	NR	NR	NR
*RECOMMENDED AWARDS: WEG and Wesco							
**Central Molony , Howard Ind., Graybar Electric and Southwest Electric did not accept the City's Terms and Conditions which rendered them Non-Responsive (NR).							
Renewal Pricing will be submitted 90 days prior to the Contract renewal each year.							

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$180,000.00 to Solomon Corporation, for transformer repair/re-manufacturing, for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) needs a contractor capable of repairing electrical transformers and, if necessary, for scrapping electrical transformers. In 2020, the Procurement Department, working with IPL, issued an invitation to bid (ITB) for this service. The result was the award of a contract to Solomon Corporation (Solomon). Expenditures for the fiscal year are anticipated to be \$180,000.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$180,000.00. Funding for Transformer Repair/Re-manufacturing is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Joseph Hegendeffer

Melissa Cabrera

Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 20059 Solomon Solutions Bid
2. 20059 Transformer Rebuild Bid Tabulation



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

INVITATION TO BID 20059 TRANSFORMER REBUILD & REMANUFACTURE

Response Deadline Date and Time: **July 23, 2020 at 2:00 PM Local Time**

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Sunbelt-Solomon Solutions Phone Number 785-545-5225
(Please print or type)

Address PO Box 245 City Solomon State KS Zip 67480

Name of Authorized Agent Sandy Hendrix Email shendrix@solomoncorp.com

Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com.

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

General Terms & Conditions and Response Instructions
Invitation to Bid 20059

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

9. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

10. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

11. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

12. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

13. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

14. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

15. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

16. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accountspayable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City. See attached "Insurance Requirements" if this ITB includes services.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

INVITATION TO BID 20059
TRANSFORMER REBUILD & REMANUFACTURE

1. SPECIFICATIONS

A. SCOPE OF WORK

The bidder agrees to furnish all materials, equipment, tools, labor, transportation and supervision for repairing electrical transformers and if necessary for scraping electrical transformers and equipment in the manner and form required by the agreement documents.

B. DEFINITIONS

1. City - The City of Independence, Missouri.
2. Bidder – A company responding to the solicitation.
3. Contractor - The company awarded the contract.
4. Generator of PCB Waste - Any person whose act or process produces PCB regulated for disposal by EPA regulations or whose act first causes PCB to become subject to the disposal requirements or who has physical control over the PCB when a decision is made that the use of the PCB has been terminated and therefore is subject to the disposal requirements.
5. Manifest - Shipping document (EPA Form 8700-22) or Missouri equivalent with any continuation sheet(s), prepared by the Contractor and signed by the generator of PCB waste.
6. Non-PCB Oil - Transformer oil that contains less than 50 parts per million (ppm) PCB based on a certified gas chromatography (GC) test.
7. Non-PCB Transformers and Oil Filled Electrical Equipment - All transformers and other electrical equipment including but not limited to capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. that do or did contain Non-PCB oil or have a Non-PCB sticker attached to them.
8. Non-Repairable Transformers - All distribution transformers which because of damage, age, or size have been identified by the City as junk or which fail to meet initial or final performance tests conducted by the Contractor.
9. PCB Contaminated Debris - Solid material including test kits, plastics, protective clothing, rags, dirt, rock, asphalt, wood and other material resulting from PCB sampling and PCB spill cleanup which contains 50 ppm or greater of PCB, but less than 500 ppm PCB.
10. PCB Contaminated Transformers and Oil Filled Electrical Equipment - All transformers and other electrical equipment including but not limited to - capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. - that contain 50 ppm or greater of PCB but less than 500 ppm PCB.

11. PCB Contaminated Oil - Transformer oil which contains 50 ppm or greater of PCB but less than 500 ppm PCB.
12. PCB Free Oil - Transformer oil which has PCB concentrations less than the detectable level of 2 ppm with proper certification available to verify this.
13. PCB or PCBs - Any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contain polychlorinated biphenyls.
14. PCB Transformers and Oil Filled Equipment - All transformers and other electrical equipment including but not limited to - capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. - that contain 500 ppm or greater PCB.
15. PPM - Parts per million.
16. Transformer Repair/Remanufacturing - The following definitions are used by the City to describe what shall be included in the various levels of pad and pole mount transformer repair and remanufacturing and serve as a basis for bid comparison. If these definitions do not conform to bidder's standard procedures, any deviation shall be described as an exception to the specifications. All component changes that are a result of this section shall be identical to existing components unless otherwise approved by IPL.
 - a. Minor Repair - Shall include an initial inspection test, minor repair of electrical problems, minor repair of tank damage, cleaning outside of pole mount tanks and painting with light grey per Munsell 5BG7.0/0.4, cleaning outside of pad mount tanks and painting with green per Munsell 7GY3.29/1.5. All repair work shall be in accordance with the latest EASA rebuild standards. The original nameplate will be reattached with date of repair stamped. A NON-PCB sticker will be attached to the side of the tank. A pressure relief device shall be installed if needed. All units repaired shall receive a final acceptance test performed in accordance with ANSI and NEMA standards applicable to repaired transformers. Test results shall be supplied to the City. Units which fail the tests for minor repair shall be drained and reconditioned as described below. Cost of transportation to and from bidder's repair shop shall be included in quoted price.
 - b. Recondition - Includes all work described above for minor repair plus the following: Dismantling and cleaning coil, coil assembly and tank, replating external hardware, baking core and coil, sandblasting, cleaning and repainting both interior and exterior of tank. Units shall be refilled under vacuum with new degasified PCB-Free oil and pressure tested for leaks. Cover gaskets, primary bushings and secondary bushings and gasket assemblies shall be replaced. If the coil/core assemblies fail the turns ratio or rated voltage requirements for the unit, they shall be rewound as described under Rewind below.
 - c. Rewind - Includes all work described in minor repair and recondition above plus the following: rewind all cores with aluminum (may quote copper rewind as a specification exception) windings in accordance with the latest EASA rebuild standards. Rewound transformers shall be subjected to full distribution transformer test procedures and the results supplied to the City.

C. APPLICABLE CODES AND SPECIFICATIONS DEFINED

1. ANSI - American National Standards Institute
2. EASA - Electrical Apparatus Service Association
3. NEMA - National Electric Manufacturer's Association

D. SERVICES REQUIRED

1. Transformer Repair/Remanufacture - The Contractor shall perform initial tests on those transformers identified by the City as being candidates for repair. Unless otherwise specified, transformers shall receive minor repairs as defined above. If the transformers fail either the initial or final tests for minor repair, the Contractor shall submit the test results and a cost estimate to the City for approval prior to reconditioning or rewinding the units. If the City develops independent information that a transformer requires reconditioning or rewinding, it will be indicated at the time of shipment. Bid prices shall be quoted for minor repair, recondition and rewind of transformers for single-phase, pole mount, single-phase pad mount and three-phase pad mount, as defined on the Bid Solicitation Form. The bid prices shall be for each type of repair for each type of transformer for the sizes indicated. Unit bid prices shall also be quoted for parts not included in base price of repairs identified above. The unit prices in the bid for extra parts shall remain in effect for a minimum of twelve (12) months after award of agreement.

Transformers sent to the Contractor for repair or reconditioning will contain oil unless the transformer tank has a leak or is damaged. The oil in transformers to be repaired or reconditioned will be NON-PCB. The City will furnish PCB concentration data for transformers that do not have NON-PCB stickers attached them.

The Bidder must state the warranty on transformer repair work including how restitution will be made to the City if the transformer fails and the warranty provisions are exercised.

2. Scrap Transformers – The Contractor shall purchase for scrap, transformers, which are identified by the City as non-repairable or are determined by the Contractor to be non-repairable. The Contractor shall obtain written approval from the City for each unit they determine must be scrapped, if the City has identified the unit as a candidate for repair. Contractor shall furnish a listing of prices to be paid for scrap transformers. Bid units will be \$/KVA with separate bid items for pole and pad mount transformers for copper and aluminum windings.
3. Transformers, Oil Switches etc. – The Contractor shall pick up, transport and properly dispose of scrap NON-PCB electrical equipment other than distribution transformers. Contractor shall furnish a price schedule for disposal of this equipment. Bid units will be \$/lb. **In the rare event that a marked Non-PCB transformer is picked up by Contractor and later found to contain 50 ppm PCB or greater, the Contractor may include pricing for proper disposal in the Bid Form. Contractor would be responsible for sending the sample results, destruction certificate and manifest (if shipped offsite for destruction) to IPL. Alternatively, the Contractor will ship, with proper manifesting, this transformer back to IPL for destruction.**

E. SPILL CONTROL AND CLEAN-UP

The Contractor shall use all precautions to avoid spills. If any spills should occur, Contractor shall immediately take action to contain and clean up all materials to the standards imposed by all applicable federal, state and local laws, regulations, and clean-up guidelines. Clean-up of spills caused by the Contractor, or any person or entity for whose work the Contractor is responsible under these specifications, shall be the responsibility of the Contractor and will be performed in accordance with OSHA Laws and EPA regulations. In the event of any spill, the contractor shall notify IPL's Environmental Program Supervisor immediately so that proper regulatory notification(s) can be made if required. The contractor shall provide IPL with all required sample results and disposal records (bills of lading, manifests) in the event of a spill.

2. GENERAL CONTRACT REQUIREMENTS

A. MINIMUM BIDDER REQUIREMENTS

In order to be considered for award, the bidder must meet the following requirements:

1. Five (5) years' experience providing the services specified herein;
2. Accept the City's terms and conditions without any exceptions.

B. EXCEPTIONS TO SPECIFICATIONS

Any exceptions must be noted in the bid response. Failure to do so may result in the rejection of the bid.

C. PAYMENT

The City's payment terms are Net 30 days.

The Contractor will make payment, in accordance with his bid prices, to the City of Independence Power & Light Department for scrap transformers, within thirty (30) days after pick-up or within thirty (30) days after the decision is made to scrap the transformer(s).

D. COMPLIANCE WITH LAWS, PERMITS, LICENSES AND TAXES

1. The Contractor shall conform to and comply with all applicable laws, bylaws, regulations and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the City harmless. The Contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc., relative to the conduct of all work and shall give all notices necessary to the due and lawful prosecution of the work. Fees for required City permits for work within the construction limits will not be waived.
2. The City is exempt from sales tax. This includes purchases by contractors for City projects. The City will provide a certificate to contractors for their use in obtaining the sales tax exemption. Contractors are to prepare their bids for City projects without including sales tax.

E. ASSUMPTION OF RISK

The Contractor shall assume the sole risk of transporting all materials from the City's Power & Light (P&L) Department Warehouse located at 21500 East Truman Road to the Contractor's facility for repair or scrap. The Contractor shall assume sole risk of transporting repaired transformers from their facility back to the City's P&L Department Warehouse.

F. TITLE

Title and ownership of all materials covered by this specification, except transformers designated by the City for repair, shall transfer from the City to the Contractor when those materials are loaded on the Contractor's truck at the P&L Department Warehouse. Title and ownership of all transformers designated by the City for repair shall remain with the City unless tests by the Contractor indicate they should be scrapped. If the decision is made to scrap the transformers after they have been transported to the Contractor's facility, title and ownership shall transfer from the City to the Contractor after the Contractor receives written notification from the City of this fact.

3. BID SUBMITTAL

The following information/documents must be submitted electronically through Public Purchase:

- A. Cover page;
- B. Bid Form;
- C. Renewal Options Form;
- D. Non-Collusion Affidavit.

4. OTHER

- A. This a informal bid. Informal insurance requirements shall apply (see terms and conditions).
- B. Any exceptions must be noted as part of the bid. Exceptions to the City's terms and conditions will render the bid non-responsive.
- C. Deadline for questions is 2:00 PM on July 22, 2020.
- D. The bid document, purchase order and successful bidder's response (Contractor) shall constitute the entire agreement.

BID FORM 20059
TRANSFORMER REPAIR & REMANUFACTURE

The firm, fixed pricing below shall include all equipment, material, labor, transportation, administrative services and all other resources required to complete the work in accordance with the requirements contained herein.

1. Bid prices for repair/reconditioning of single-phase, 7620/13200 pole-mount, conventional transformers, as follows:

<u>Size</u>	<u>Minor Repair</u>	<u>Recondition</u>	<u>Aluminum Rewind</u>	
			<u>No Taps</u>	<u>Taps</u>
1 KVA	\$ <u>175.00</u>	\$ <u>250.00</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
5 KVA	\$ <u>200.00</u>	\$ <u>275.00</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
10 KVA	\$ <u>225.00</u>	\$ <u>300.00</u>	\$ <u>900.00</u>	\$ <u>932.00</u>
15 KVA	\$ <u>255.00</u>	\$ <u>330.00</u>	\$ <u>950.00</u>	\$ <u>982.00</u>
25 KVA	\$ <u>295.00</u>	\$ <u>370.00</u>	\$ <u>1000.00</u>	\$ <u>1032.00</u>
37.5 KVA	\$ <u>470.00</u>	\$ <u>495.00</u>	\$ <u>1050.00</u>	\$ <u>1082.00</u>
50 KVA	\$ <u>480.00</u>	\$ <u>555.00</u>	\$ <u>1100.00</u>	\$ <u>1132.00</u>
75 KVA	\$ <u>580.00</u>	\$ <u>655.00</u>	\$ <u>1335.00</u>	\$ <u>1367.00</u>
100 KVA	\$ <u>655.00</u>	\$ <u>730.00</u>	\$ <u>1520.00</u>	\$ <u>1552.00</u>
167 KVA	\$ <u>990.00</u>	\$ <u>1065.00</u>	\$ <u>2330.00</u>	\$ <u>2362.00</u>
250 KVA	\$ <u>1225.00</u>	\$ <u>1300.00</u>	\$ <u>2900.00</u>	\$ <u>2932.00</u>

Bidders may supply alternate bid prices for copper rewind for all sizes of transformers.

2. Bid prices for repair/reconditioning of single-phase, 7620/13200 pad-mount transformers, as follows:

<u>Size</u>	<u>Minor Repair</u>	<u>Recondition</u>	<u>No Taps</u>	<u>Taps</u>
25 KVA	\$ <u>480.00</u>	\$ <u>555.00</u>	\$ <u>1140.00</u>	\$ <u>1190.00</u>
37.5 KVA	\$ <u>545.00</u>	\$ <u>620.00</u>	\$ <u>1300.00</u>	\$ <u>1350.00</u>
50 KVA	\$ <u>605.00</u>	\$ <u>680.00</u>	\$ <u>1445.00</u>	\$ <u>1495.00</u>
75 KVA	\$ <u>695.00</u>	\$ <u>770.00</u>	\$ <u>1650.00</u>	\$ <u>1700.00</u>
100 KVA	\$ <u>835.00</u>	\$ <u>910.00</u>	\$ <u>2005.00</u>	\$ <u>2055.00</u>
167 KVA	\$ <u>1230.00</u>	\$ <u>1305.00</u>	\$ <u>2970.00</u>	\$ <u>3020.00</u>

Bidders may supply alternate bid prices for copper rewind for all sizes of transformers (attach).

3. Bid prices for repair/reconditioning of three-phase, 7620/13200 pad-mount transformers, as follows:

<u>Size</u>	<u>Minor Repair</u>	<u>Recondition</u>	<u>Aluminum Rewind</u>	
			<u>No Taps</u>	<u>Taps</u>
75 KVA	\$ <u>1960.00</u>	\$ <u>2060.00</u>	\$ <u>4060.00</u>	\$ <u>4360.00</u>
150 KVA	\$ <u>2275.00</u>	\$ <u>2375.00</u>	\$ <u>4710.00</u>	\$ <u>5010.00</u>
225 KVA	\$ <u>2675.00</u>	\$ <u>2775.00</u>	\$ <u>5540.00</u>	\$ <u>5840.00</u>
300 KVA	\$ <u>2930.00</u>	\$ <u>3030.00</u>	\$ <u>6060.00</u>	\$ <u>6360.00</u>
500 KVA	\$ <u>3475.00</u>	\$ <u>3575.00</u>	\$ <u>7190.00</u>	\$ <u>7490.00</u>
750 KVA	\$ <u>5425.00</u>	\$ <u>5525.00</u>	\$ <u>11,240.00</u>	\$ <u>11,540.00</u>
1000 KVA	\$ <u>5870.00</u>	\$ <u>5970.00</u>	\$ <u>12,150.00</u>	\$ <u>12,450.00</u>
1500 KVA	\$ <u>8200.00</u>	\$ <u>8380.00</u>	\$ <u>16,990.00</u>	\$ <u>17,290.00</u>
2500 KVA	\$ <u>10,635.00</u>	\$ <u>10,735.00</u>	\$ <u>22,025.00</u>	\$ <u>22,325.00</u>

Bidders may supply alternate bid prices for copper rewind for all sizes of transformers.

4. Bid prices for mineral oil and parts used in repair, reconditioning, or rewinding of pole and pad-mount transformers and not included in base prices quoted above in Items 1, 2 or 3 will be provided, as follows:

<u>Part</u>	<u>Pole-Mount Transformer</u>	<u>Pad-Mount Transformer</u>
H.V. bushing	\$ <u>25.00</u>	\$ <u>50.00</u>
L.V. bushing	\$ <u>15.00</u>	\$ <u>25.00</u>
L.V. bushing complete, 50 KVA and less	\$ <u>15.00</u>	\$ <u>25.00</u>
L.V. bushing complete, 75 KVA and larger	\$ <u>25.00</u>	\$ <u>50.00</u>
Bushing well	\$ <u>N/A</u>	\$ <u>25.00</u>
Bayonet fuse, complete	\$ <u>N/A</u>	\$ <u>70.00</u>
Oil (Must be new and certifiable PCB-free)		\$ <u>2.47</u> /gal.

5. Labor rates included in unit bid prices \$ 90.00 /hr.

Labor rates for additional work not included in unit bids \$ 90.00 /hr.

Bid prices to be paid to the City for non-repairable scrap transformers, as follows:

Pole-mount transformer, 1 KVA to 250 KVA,
Copper windings \$ 4.05 /KVA

Aluminum windings \$ 0.35 Charge /KVA

Pad-mount transformers, 25 KVA to 2500 KVA
Copper windings \$ 4.05 /KVA

Aluminum windings \$ 0.35 Charge /KVA

6. Bid prices for disposal or recycling of non-PCB capacitors, circuit breakers, voltage regulators, potential transformers, switches and other electrical equipment. \$ 0.55 /lb.
7. Bid price for disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches and other electrical equipment by incineration. This is Optional. \$ 1.52 /lb.
8. Bid price for disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches and other electrical equipment by chemical waste landfill. This is Optional. \$ 1.52 /lb.

Is this supposed to be 500+ ppm? -
If so, Pricing is \$2.61/lb. Thank you!

ESTIMATED QUANTITIES

The quantities of materials listed below are estimates of items to be repaired, salvaged or disposed of annually. These estimates are based on quantities generated in recent years. The City does not guarantee these quantities.

Transformer Repair, Recondition and Rewind 10 Transformers/yr.

Approximately ten (10) transformers per year will be repaired. Approximately seven (7) of these will be pole-mount, conventional transformers and three (3) will be pad-mount, single-phase. Most will be 25 KVA, 37.5 KVA or 100 KVA.

Mineral oil 300 gallons mineral oil/yr.

Pole mount transformers to be scrapped With copper windings, 7000 KVA/yr.
With aluminum windings, 1000 KVA/yr.

Pad mount transformers to be scrapped With copper windings, 1000 KVA/yr.
With aluminum windings, 1500 KVA/yr.

MINIMUM BIDDER REQUIREMENTS

1. Has your company provided the services covered herein for 5 years or more? Y/N Yes
2. Does your company accept the City's terms and conditions w/o exceptions? Y/N Yes

WARRANTY

State warranty on repairs, reconditioning and rewinding, including how the City will be compensated if a transformer fails and the warranty provisions are exercised:

Warranty will be three years. Please refer to Sunbelt-Solomon Terms and Conditions document. Thank you!

Exception to Specifications:

Units will not dim under vacuum.

**RENEWAL OPTIONS 20059
TRANSFORMER REPAIR & REMANUFACTURE**

The prices stated herein shall remain firm for the period of Notice of Award through July 31, 2021. If agreed, renewals shall carry the same terms and conditions as stated herein. Please indicate your ability to participate in renewal options at the same pricing or at a not-to-exceed percentage increase. **Firm prices must be submitted ninety (90) days prior to renewal date on the pricing section of the bid form if the percentage of increase option is selected.**

Renewal Option 1: August 1, 2021 – July 31, 2022

Vendor agrees to a second year of this Price Agreement.

Yes, at the same pricing X No

Yes, at prices not-to-exceed by 0 % from the previous year

Renewal Option 2: August 1, 2022 – July 31, 2023

Vendor agrees to a third year of this Price Agreement.

Yes, at the same pricing X No

Yes, at prices not-to-exceed by 0 % from the previous year

Renewal Option 3: August 1, 2023 – July 31, 2024

Vendor agrees to a fourth year of this Price Agreement.

Yes, at the same pricing X No X

Yes, at prices not-to-exceed by X % from the previous year

Renewal Option 4: August 1, 2024 – July 31, 2025

Vendor agrees to a fifth year of this Price Agreement.

Yes, at the same pricing X No X

Yes, at prices not-to-exceed by 5 % from the previous year

Does the vendor take procurement cards without service fees?

Yes No X

If there are service fees, what is the 3.5 %?

Terms and Conditions

Standard Terms and Conditions of Sale

Updated, March 2014

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein.

Payment Terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amount are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: all products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or Delayed Shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy.

Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. **The seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.**

Inspection and Acceptance: The buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernible at the time of inspection. After seven days the buyer is deemed to have accepted the product.

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products and services provided will be free from defects in material or workmanship. The duration of the warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. Or, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

In the event that all or a portion of the products purchased are manufactured by others, the buyers warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

1. Any product, not manufactured by Solomon Corporation
2. That the specifications provided by the purchaser are accurate, or fit for a particular use
3. Damage caused by failure to provide a suitable installation environment
4. Damage caused by use for purposes other than those for which it was designed
5. Damage caused by accidents or disasters such as fire, flood, wind and lightning
6. Damage caused by unauthorized attachments or modification
7. Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages.

The seller makes no warranty of the merchantability or fitness for a particular purpose or any other warranty either expressed or implied.

Storage Policy

Updated, March 2014

Solomon Corporation strives to be flexible with customers and accommodate changes in construction and delivery schedules. We do, however, incur additional costs in storage, security, handling and interest on large units that are completed, but for which customers are not ready to take delivery. Similarly, we store a large number of customer-owned units that have been evaluated for repair, but for which repair work has not been approved. This policy has been developed to balance the flexibility needs of our customers with the cost and risk associated with holding and storing large units.

Completed Units: In the event that delivery cannot be accepted upon completion of manufacture, Solomon Corporation will hold the unit, for up to 30 days beyond the scheduled delivery date, at no charge to the customer. If delivery is delayed beyond 30 days, Solomon Corporation will:

1. Invoice the unit for payment per the terms (net 30 days unless otherwise agreed to). Or, assess interest charges at a rate of $\frac{3}{4}$ of one percent per month.
2. Assess a one-time set-up charge of \$3000 to prepare the unit for storage
3. Assess a storage fee of one-half of one percent per month with a minimum storage fee of \$500/month. After six months, the storage fee increases to one percent per month with a minimum of \$1000/month.

Title passes to the purchaser at the time the equipment is placed into storage, however, Solomon Corporation will insure the equipment from damage until it is received and accepted at the destination as originally quoted. Warranty starts upon arrival at the destination or six months after completion of manufacture, whichever occurs first.

Units Evaluated for Repair

For customer-owned units that have been evaluated for repair, Solomon Corporation will hold and store the unit for 120 days from the date that the evaluation and repair quotation are sent to the customer. After 120 days the customer will be given the following three options:

1. Authorize the repair. The unit will be repaired and returned to the customer.
2. Authorize the return of the unit unrepaired to the customer's site. Customer will be billed for transportation to and from our facility and evaluation charges.
3. Authorize the salvage of the unit. Customer will be paid the salvage value of the unit net of freight in and evaluation charges.

2020 IPL Transformer Rebuild and Remanufacture Bid Abstract
Repair/Rebuild Bidders

Invitation to Bid # 20059	Sunbelt-Solomon Solutions Solomon, KS										Southwest Electric Co. Oklahoma City, OK										T&R Electric Supply Co, Inc. Colman, SD									
Bidder Information	Sunbelt-Solomon Solutions* PO Box 245 103 West Main Solomon, KS 67480 Sandy Hendrix 785-545-5225 800-234-2867 785-655-2502 FAX shendrix@solomoncorp.com										Southwest Electric Co. 6501 SE 74th Street Oklahoma City, OK 73135 Tucker Davis 405-733-4700 405-733-8504 FAX tucker.davis@swelectric.com										T&R Electric Supply Co, Inc. 308 SW 3rd Street Colman, SD 57017 Mike Preheim 800-843-7994 mike@teelectric.com									
	Size	Minor Repair	Recondition	Aluminum Rewind		Copper Rewind			Size	Minor Repair	Recondition	Aluminum Rewind		Copper Rewind			Size	Minor Repair	Recondition	Aluminum Rewind		Copper Rewind								
	No Taps	Taps	No Taps	Taps	No Taps	Taps		Size	No Taps	Taps	No Taps	Taps	No Taps	Taps		Size	No Taps	Taps	No Taps	Taps	No Taps	Taps								
Repair/Reconditioning of Single Phase 7620/13200 Pole-Mount Conventional Transformers	1 KVA	\$ 175.00	\$ 250.00	NR	NR	NR	NR	1 KVA	NR	NR	---	---	NR	NR	NR	1 KVA	\$ 280.00	\$ 280.00	NR	NR	\$ 716.00	\$ 716.00								
	5 KVA	\$ 200.00	\$ 275.00	NR	NR	NR	NR	5 KVA	NR	NR	---	---	NR	NR	NR	5 KVA	\$ 280.00	\$ 280.00	NR	NR	\$ 716.00	\$ 716.00								
	10 KVA	\$ 225.00	\$ 300.00	\$ 900.00	\$ 932.00	NR	NR	10 KVA	NR	NR	---	---	NR	NR	NR	10 KVA	\$ 280.00	\$ 280.00	NR	NR	\$ 743.00	\$ 743.00								
	15 KVA	\$ 255.00	\$ 330.00	\$ 950.00	\$ 982.00	NR	NR	15 KVA	NR	NR	---	---	NR	NR	NR	15 KVA	\$ 285.00	\$ 285.00	NR	NR	\$ 845.00	\$ 845.00								
	25 KVA	\$ 295.00	\$ 370.00	\$ 1,000.00	\$ 1,032.00	NR	NR	25 KVA	\$ 553.00	\$ 737.00	\$ 1,383.00	\$ 1,383.00	NR	NR	NR	25 KVA	\$ 290.00	\$ 290.00	NR	NR	\$ 1,053.00	\$ 1,053.00								
	37.5 KVA	\$ 470.00	\$ 495.00	\$ 1,050.00	\$ 1,082.00	NR	NR	37.5 KVA	\$ 637.00	\$ 849.00	\$ 1,592.00	\$ 1,592.00	NR	NR	NR	37.5 KVA	\$ 337.00	\$ 337.00	NR	NR	\$ 1,307.00	\$ 1,307.00								
	50 KVA	\$ 480.00	\$ 555.00	\$ 1,100.00	\$ 1,132.00	NR	NR	50 KVA	\$ 775.00	\$ 1,033.00	\$ 1,936.00	\$ 1,936.00	NR	NR	NR	50 KVA	\$ 394.00	\$ 394.00	NR	NR	\$ 1,473.00	\$ 1,473.00								
	75 KVA	\$ 580.00	\$ 655.00	\$ 1,335.00	\$ 1,367.00	NR	NR	75 KVA	\$ 933.00	\$ 1,244.00	\$ 2,332.00	\$ 2,332.00	NR	NR	NR	75 KVA	\$ 452.00	\$ 452.00	NR	NR	\$ 2,017.00	\$ 2,017.00								
	100 KVA	\$ 655.00	\$ 730.00	\$ 1,520.00	\$ 1,552.00	NR	NR	100 KVA	\$ 1,036.00	\$ 1,382.00	\$ 2,590.00	\$ 2,590.00	NR	NR	NR	100 KVA	\$ 601.00	\$ 601.00	NR	NR	\$ 2,335.00	\$ 2,335.00								
	167 KVA	\$ 990.00	\$ 1,065.00	\$ 2,330.00	\$ 2,362.00	NR	NR	167 KVA	\$ 1,550.00	\$ 2,067.00	\$ 3,875.00	\$ 3,875.00	NR	NR	NR	167 KVA	\$ 825.00	\$ 825.00	NR	NR	\$ 3,027.00	\$ 3,027.00								
250 KVA	\$ 1,225.00	\$ 1,300.00	\$ 2,900.00	\$ 2,932.00	NR	NR	250 KVA	\$ 2,254.00	\$ 3,005.00	\$ 5,635.00	\$ 5,635.00	NR	NR	NR	250 KVA	\$ 1,202.00	\$ 1,202.00	NR	NR	\$ 4,646.00	\$ 4,646.00									
Repair/Reconditioning of Single Phase 7620/13200 Pad-Mount Conventional Transformers	25 KVA	\$ 480.00	\$ 555.00	\$ 1,140.00	\$ 1,190.00	NR	NR	25 KVA	\$ 553.00	\$ 737.00	\$ 1,383.00	\$ 1,383.00	NR	NR	NR	25 KVA	\$ 640.00	\$ 640.00	NR	NR	\$ 1,474.00	\$ 1,474.00								
	37.5 KVA	\$ 545.00	\$ 620.00	\$ 1,300.00	\$ 1,350.00	NR	NR	37.5 KVA	\$ 637.00	\$ 849.00	\$ 1,592.00	\$ 1,592.00	NR	NR	NR	37.5 KVA	\$ 640.00	\$ 640.00	NR	NR	\$ 1,697.00	\$ 1,697.00								
	50 KVA	\$ 605.00	\$ 680.00	\$ 1,445.00	\$ 1,495.00	NR	NR	50 KVA	\$ 775.00	\$ 1,033.00	\$ 1,936.00	\$ 1,936.00	NR	NR	NR	50 KVA	\$ 640.00	\$ 640.00	NR	NR	\$ 1,833.00	\$ 1,833.00								
	75 KVA	\$ 695.00	\$ 770.00	\$ 1,650.00	\$ 1,700.00	NR	NR	75 KVA	\$ 933.00	\$ 1,244.00	\$ 2,332.00	\$ 2,332.00	NR	NR	NR	75 KVA	\$ 690.00	\$ 690.00	NR	NR	\$ 2,503.00	\$ 2,503.00								
	100 KVA	\$ 835.00	\$ 910.00	\$ 2,005.00	\$ 2,055.00	NR	NR	100 KVA	\$ 1,036.00	\$ 1,382.00	\$ 2,590.00	\$ 2,590.00	NR	NR	NR	100 KVA	\$ 764.00	\$ 764.00	NR	NR	\$ 2,842.00	\$ 2,842.00								
	167 KVA	\$ 1,230.00	\$ 1,305.00	\$ 2,970.00	\$ 3,020.00	NR	NR	167 KVA	\$ 1,550.00	\$ 2,067.00	\$ 3,875.00	\$ 3,875.00	NR	NR	NR	167 KVA	\$ 986.00	\$ 986.00	NR	NR	\$ 3,574.00	\$ 3,574.00								
Repair/Reconditioning of Three Phase 7620/13200 Pad-Mount Transformers	75 KVA	\$ 1,960.00	\$ 2,060.00	\$ 4,060.00	\$ 4,360.00	NR	NR	75 KVA	\$ 2,644.00	\$ 3,966.00	\$ 10,575.00	\$ 10,575.00	NR	NR	NR	75 KVA	\$ 2,095.00	\$ 2,095.00	NR	NR	\$ 4,379.00	\$ 4,379.00								
	150 KVA	\$ 2,275.00	\$ 2,375.00	\$ 4,710.00	\$ 5,010.00	NR	NR	150 KVA	\$ 2,826.00	\$ 4,239.00	\$ 11,304.00	\$ 11,304.00	NR	NR	NR	150 KVA	\$ 2,504.00	\$ 2,504.00	NR	NR	\$ 5,587.00	\$ 5,587.00								
	225 KVA	\$ 2,675.00	\$ 2,775.00	\$ 5,540.00	\$ 5,840.00	NR	NR	225 KVA	\$ 3,150.00	\$ 4,724.00	\$ 12,598.00	\$ 12,598.00	NR	NR	NR	225 KVA	\$ 2,949.00	\$ 2,949.00	NR	NR	\$ 7,172.00	\$ 7,172.00								
	300 KVA	\$ 2,930.00	\$ 3,030.00	\$ 6,060.00	\$ 6,360.00	NR	NR	300 KVA	\$ 3,262.00	\$ 4,892.00	\$ 13,046.00	\$ 13,046.00	NR	NR	NR	300 KVA	\$ 3,508.00	\$ 3,508.00	NR	NR	\$ 8,298.00	\$ 8,298.00								
	500 KVA	\$ 3,475.00	\$ 3,575.00	\$ 7,190.00	\$ 7,490.00	NR	NR	500 KVA	\$ 4,212.00	\$ 6,318.00	\$ 16,848.00	\$ 16,848.00	NR	NR	NR	500 KVA	\$ 4,455.00	\$ 4,455.00	NR	NR	\$ 11,822.00	\$ 11,822.00								
	750 KVA	\$ 5,425.00	\$ 5,525.00	\$ 11,240.00	\$ 11,540.00	NR	NR	750 KVA	\$ 5,628.00	\$ 8,442.00	\$ 22,511.00	\$ 22,511.00	NR	NR	NR	750 KVA	\$ 5,544.00	\$ 5,544.00	NR	NR	\$ 15,662.00	\$ 15,662.00								
1000 KVA	\$ 5,870.00	\$ 5,970.00	\$ 12,150.00	\$ 12,450.00	NR	NR	1000 KVA	\$ 6,026.00	\$ 9,038.00	\$ 24,102.00	\$ 24,102.00	NR	NR	NR	1000 KVA	\$ 6,703.00	\$ 6,703.00	NR	NR	\$ 19,258.00	\$ 19,258.00									
1500 KVA	\$ 8,200.00	\$ 8,380.00	\$ 16,990.00	\$ 17,290.00	NR	NR	1500 KVA	\$ 6,748.00	\$ 10,122.00	\$ 26,993.00	\$ 26,993.00	NR	NR	NR	1500 KVA	\$ 8,985.00	\$ 8,985.00	NR	NR	\$ 26,312.00	\$ 26,312.00									
2500 KVA	\$ 10,365.00	\$ 10,735.00	\$ 22,025.00	\$ 22,325.00	NR	NR	2500 KVA	\$ 7,471.00	\$ 11,207.00	\$ 34,890.00	\$ 34,890.00	NR	NR	NR	2500 KVA	\$ 13,360.00	\$ 13,360.00	NR	NR	\$ 38,500.00	\$ 38,500.00									
PARTS		Pole-Mount Transformer	Pad-Mount Transformer						Pole-Mount Transformer	Pad-Mount Transformer							Pole-Mount Transformer	Pad-Mount Transformer												
	H. V. Bushings	\$ 25.00	\$ 50.00					NR	NR	NR							\$ 40.00	\$ 50.00												
	L. V. Bushings	\$ 15.00	\$ 25.00					NR	NR	NR							\$ 25.00	\$ 40.00												
	L.V. Bushings, complete 50KVA and less	\$ 15.00	\$ 25.00					NR	NR	NR							\$ 25.00	\$ 40.00												
	L. V. Bushings, complete 75KVA and larger	\$ 25.00	\$ 50.00					NR	NR	NR							\$ 30.00	\$ 60.00												
	Bushing Well	NR	\$ 25.00					NR	NR	NR							\$ 40.00	\$ 40.00												
Bayonet Fuse, complete	NR	\$ 75.00					NR	NR	NR							\$ 80.00	\$ 80.00													
Oil, new and certifiable PCB-free		\$ 2.47/gal						\$ 5.64/gal								\$ 5.00/gal														
LABOR																														
	Labor rates included in unit bid prices		\$ 90.00/hr					NR								\$ 85.00/hr														
Labor rates for additional work not included in unit bids		\$ 90.00/hr														\$ 85.00/hr														
SCRAP PAID TO CITY																														
	Pole mount, 1 - 250 KVA																													
	Copper Windings	\$ 4.05/KVA						\$ 1.00/KVA								\$ 2.00/KVA														
	Aluminum windings	\$ 0.35 charge/KVA						\$ 0.25/KVA								\$ 2.00/KVA														
	Pad mount, 25 - 2500 KVA																													
Copper Windings	\$ 4.05/KVA						\$ 1.00/KVA								\$ 1.00/KVA															
Aluminum windings	\$ 0.35 charge/KVA						\$ 0.25/KVA								\$ 1.00/KVA															
DISPOSAL COSTS																														
	Disposal or recycling of non-PCB capacitors, circuit breakers, voltage regulators, potential transformers, switches, and other electrical equipment	\$ 0.55/lb						NR								NR														
	Disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches, and other electrical equipment by incineration. (Optional)	\$ 1.52/lb						NR								NR														
Disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches and other equipment by chemical waste landfill. (Optional)	\$ 1.52/lb \$ 2.61/lb for 500+ ppm							NR							NR															
MINIMUM BIDDER REQUIREMENTS																														
	Provided services for 5 years or more?	Yes						Yes								Yes														
	Accept City's terms and conditions without exceptions?	Yes						Yes								Yes														
WARRANTY	Warranty will be 3 years. Refer to Sunbelt-Solomon Terms and Conditions document.							1 year from date of shipment								Reconditioned transformers are covered for only work done to unit for 1 year Original cores are not covered under warranty Transformers with cores by T&R Electric or cores they rewind have full 1 year warranty **All units that are rewind units will be wound with copper.**														
	 K: Equipment- Rebuild or Recondition Transformer Repair Remanufacture Terms and Conditions							 K: Equipment- Rebuild or Recondition Transformer Warranty.pdf							 K: Equipment- Rebuild or Recondition Transformer Other Restrictions Exceptions.pdf															
RENEWAL OPTIONS																														
	Renewal Option 1: August 1, 2021 - July 31, 2022 At same pricing? At same pricing not to exceed:	Yes 0%						5%								NR														
	Renewal Option 2: August 1, 2022 - July 31, 2023 At same pricing? At same pricing not to exceed:	Yes 0%						NR								NR														

* Sunbelt-Solomon Solutions is lowest bid on most items, most responsive on required items, superior to others in length of warranty, and is recommended for award.

NR - No bid was provided for that section

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$575,000.00 to Graybar Electric, for aluminum & copper cable/wire, for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) uses aluminum and copper cable for new construction, capital projects, outages, daily work and other jobs to maintain efficient daily operations. The cable is an essential component in maintaining reliable service for IPL customers. Graybar Electric was awarded a contract as a result of an invitation to bid, which was approved by Council in 2021. Expenditures for the fiscal year are anticipated to be \$575,000.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$575,000.00. Funding for Aluminum & Copper Cable/Wire is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department /	Power and Light /
Contact	

REVIEWERS

Joseph Hegendeffner

Melissa Cabrera

Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 20093 Aluminum & Copper Cable Bid Tabulation.cleaned
2. 20093 Scope, Specifications & Pricing Pages
3. IPL Wire Contract - Graybar Proposal.cleaned

Aluminum and Copper Cable
Invitation to Bid 20093
12/7/2020

ITEM	STOCK			ARKANSAS ELECTRIC		AMERICAN WIRE GROUP		ANIXTER		GRAYBAR	
	NUMBER	USAGE	UOM	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL
1	20-200-77	2088	LB	\$2.34	\$4,885.92	\$1.97	\$4,113.36	NB	NB	\$2.2328	\$4,662.09
2	20-201-95	4200	LB	\$2.11	\$8,862.00	\$1.81	\$7,602.00	NB	NB	\$2.0106	\$8,444.52
3	20-205-59	43440	FT	\$2.10	\$91,224.00	\$0.84	\$36,272.40	NB	NB	\$1.01693	\$44,175.44
4	20-305-56	7,660	LB	\$1.91	\$14,630.60	\$1.40	\$10,724.00	NB	NB	\$1.7672	\$13,536.75
5	20-400-10	705	LB	\$2.553190	\$1,800.00	\$2.30	\$1,621.50	NB	NB	\$2.6984	\$1,902.37
6	20-500-06	1572	LB	\$3.274809	\$5,148.00	\$1.00	\$1,572.00	\$3.6526717	\$5,742.00	\$3.7778	\$5,938.70
7	20-600-02	3712	LB	\$2.366379	\$8,784.00	\$1.88	\$6,978.56	\$2.7155172	\$10,080.00	\$2.5608	\$9,505.69
8	20-600-04	1890	LB	\$2.277777	\$4,305.00	\$2.30	\$4,347.00	NB	NB	\$3.0159	\$5,700.05
9	20-600-06	542	LB	\$3.247232	\$1,760.00	\$2.25	\$1,219.50	NB	NB	\$3.7778	\$2,047.57
10	20-600-10	10520	LB	\$1.9847908	\$20,880.00	\$1.34	\$14,096.80	\$2.3269961	\$24,480.00	\$2.2751	\$23,934.05
11	20-600-30	867	LB	\$2.0991926	\$1,820.00	\$1.69	\$1,465.23	NB	NB	\$2.328	\$2,018.38
12	20-700-10	701	LB	\$2.225392	\$1,560.00	\$1.80	\$1,261.80	\$2.4650499	\$1,728.00	\$2.4021	\$1,683.87
13	20-700-40	2402	LB	\$2.106577	\$5,060.00	\$1.70	\$4,083.40	\$1.9508742	\$4,686.00	\$2.2116	\$5,312.26
14	21-400-10	145	LB	NB	NB	\$2.35	\$340.75	NB	NB	\$3.0582	\$443.44
15	21-400-40	270	LB	NB	NB	\$2.10	\$567.00	NB	NB	\$2.1164	\$571.43
16	21-403-50	1000	FT	\$0.950000	\$950.00	\$1.15	\$1,150.00	NB	NB	\$0.9609	\$960.85
17	21-405-00	612	LB	\$2.173202	\$1,330.00	\$1.81	\$1,107.72	NB	NB	\$2.0741	\$1,269.35
18	21-600-02	1656	LB	\$2.644927	\$4,380.00	\$2.00	\$3,312.00	\$2.9710144	\$4,920.00	\$2.6667	\$4,416.06
19	21-600-03	970	LB	\$2.835050	\$2,750.00	\$2.15	\$2,085.50	\$2.7319587	\$2,650.00	\$3.0265	\$2,935.71
20	21-600-10	11,032	LB	\$1.908992	\$21,060.00	\$1.82	\$20,078.24	\$2.0487563	\$22,601.88	\$2.254	\$24,866.13
21	21-600-40	3,000	FT	\$1.36	\$4,080.00	\$1.20	\$3,600.00	\$1.35	\$4,050.00	\$1.38307	\$4,149.21
22	21-603-50	1000	FT	\$2.26	\$2,260.00	\$2.03	\$2,030.00	\$2.40	\$2,400.00	\$2.23175	\$2,231.75
23	21-800-00	2500	FT	\$2.21	\$5,525.00	NB	NB	NB	NB	\$1.74603	\$4,365.08
24	21-800-20	13,956	LB	\$2.9503439	\$41,175.00	NB	NB	\$3.5452679	\$49,477.76	\$1.5799842	\$22,050.26
25	21-900-20	8734	LB	\$2.976872	\$26,000.00	NB	NB	NB	NB	\$2.5291006	\$22,089.16
26	21-910-01	11000	FT	\$8.64	\$95,040.00	NB	NB	NB	NB	\$8.4127	\$92,539.70
27	24-080-04	400	FT	\$4.07	\$1,628.00	NB	NB	\$4.64	\$1,856.00	\$0.58413	\$233.65
ITEM	STOCK			ARKANSAS ELECTRIC		AMERICAN WIRE GROUP		ANIXTER		GRAYBAR	
	NUMBER	USAGE	UOM	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL

28	24-100-02	200	LB	\$4.22	\$844.00	NB	NB	NB	NB	\$5.1746	\$1,034.92
29	24-100-40	500	FT	NB	NB	NB	NB	NB	NB	\$3.08995	\$1,544.98
30	24-102-50	200	LB	NB	NB	NB	NB	NB	NB	\$4.6984	\$939.68
31	24-105-00	222	LB	NB	NB	NB	NB	NB	NB	\$4.6772	\$1,038.34
32	24-400-02	115	LB	\$6.3043478	\$725.00	NB	NB	NB	NB	\$4.32482	\$497.35
33	24-400-03	230	LB	NB	NB	NB	NB	NB	NB	\$5.3122	\$1,221.81
34	24-400-05	8000	FT	\$0.62	\$4,960.00	NB	NB	NB	NB	\$0.55	\$4,410.56
35	24-400-07	450	LB	\$3.93	\$1,768.50	NB	NB	\$4.64	\$2,088.00	\$4.6772	\$2,104.74
36	24-400-08	150	LB	\$3.95	\$592.50	NB	NB	NB	NB	\$5.2593	\$788.90
37	24-400-10	560	LB	\$5.90	\$3,304.00	NB	NB	NB	NB	\$4.63866	\$2,597.65
38	24-400-30	572	LB	NB	NB	NB	NB	NB	NB	\$5.48150	\$3,135.42
39	24-403-50	740	LB	NB	NB	NB	NB	NB	NB	\$5.2169	\$3,860.506
40	25-002-01	500	FT	\$0.14	\$70.00	NB	NB	NB	NB	\$0.15026	\$75.130
41	25-003-01	500	FT	\$0.17	\$85.00	NB	NB	NB	NB	\$0.18413	\$92.07
42	25-003-02	500	FT	\$0.17	\$85.00	NB	NB	NB	NB	\$0.18201	\$91.01
43	25-003-03	500	FT	\$0.18	\$90.00	NB	NB	NB	NB	\$0.18307	\$91.54
44	25-003-07	500	FT	\$0.15	\$75.00	NB	NB	\$0.12	\$60.00	\$0.14497	\$72.49
45	25-003-08	500	FT	\$0.15	\$75.00	NB	NB	\$0.12	\$60.00	\$0.14497	\$72.49
46	25-003-09	500	FT	\$0.15	\$75.00	NB	NB	\$0.12	\$60.00	\$0.14497	\$72.49
47	25-004-02	8000	FT	\$0.51	\$4,080.00	NB	NB	NB	NB	\$0.28783	\$2,302.64
48	25-006-01	1500	FT	\$0.26	\$390.00	NB	NB	NB	NB	\$0.26138	\$392.07
49	25-006-02	500	FT	\$0.26	\$130.00	NB	NB	NB	NB	\$0.26138	\$130.69
50	25-006-03	500	FT	\$0.26	\$130.00	NB	NB	NB	NB	\$0.26138	\$130.69
51	25-006-04	500	FT	\$0.26	\$130.00	NB	NB	NB	NB	\$0.26138	\$130.69
52	25-006-05	0	FT	\$0.26	\$0.00	NB	NB	NB	NB	\$0.26138	\$0.00
53	25-006-06	500	FT	\$0.26	\$130.00	NB	NB	NB	NB	\$0.26138	\$130.69
54	25-006-08	0	FT	\$0.26	\$0.00	NB	NB	NB	NB	\$0.26138	\$0.00
55	25-006-10	0	FT	\$0.21	\$0.00	NB	NB	NB	NB	\$0.22116	\$0.00
56	25-006-11	0	FT	\$0.21	\$0.00	NB	NB	NB	NB	\$0.22011	\$0.00
57	25-006-12	0	FT	\$0.21	\$0.00	NB	NB	NB	NB	\$0.22011	\$0.00
58	25-006-13	0	FT	\$0.21	\$0.00	NB	NB	NB	NB	\$0.22011	\$0.00

STOCK				ARKANSAS ELECTRIC		AMERICAN WIRE GROUP		ANIXTER		Graybar	
ITEM	NUMBER	USAGE	UOM	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL	QUOTE	TOTAL
59	25-007-01	0	FT	\$0.65	\$0.00	NB	NB	NB	NB	\$0.89312	\$0.00

60	25-007-02	2000	FT	\$1.25	\$2,500.00	NB	NB	NB	NB	\$1.40741	\$2,814.82
61	25-008-01	0	FT	NB	NB	NB	NB	NB	NB	\$1.20423	\$0.00
62	25-008-03	1000	FT	NB	NB	NB	NB	NB	NB	\$3.64127	\$3,641.27
63	25-008-04	0	FT	NB	NB	NB	NB	NB	NB	\$4.3164	\$0.00
64	25-008-05	0	FT	NB	NB	NB	NB	NB	NB	\$8.82963	\$0.00
65	25-903-50	0	FT	NB	NB	NB	NB	NB	NB	\$10.5164	\$0.00
TOTAL					\$397,136.51		\$129,628.76		\$136,939.64		\$345,399.10

IPL staff recommends awarding the bid to American Wire Group
and Graybar Electric

It is in the best interest of the City to award the contract to multiple
vendors in order to give us options on availability for our line construction
and repair requirements

**INVITATION TO BID 20093
ALUMINUM AND COPPER CABLE
(UNDERGROUND AND OVERHEAD)**

SCOPE

Independence Power & Light, (IP&L) a municipally owned utility of the City of Independence, Missouri (City), is seeking term and supply contracts for the purchase of overhead and underground, aluminum and copper cable. The initial time period covered will be from Notice of Award to November 30, 2021. It is expected that all sixty (60) months will be contracted for by IP&L, but it is expressly understood that renewal of this agreement for each successive 12-month period shall be subject to the availability of annual appropriation of funds each fiscal year from July 1 through June 30. The City reserves the right to make multiple awards. Bidders must accept the City's terms and conditions in order to be considered for award.

QUANTITY AND DELIVERY

The agreement will consist of five (5) terms as listed below

- First Term - Notice of Award – November 30, 2021
- Second Term - December 1, 2021 – November 30, 2022
- Third Term - December 1, 2022 – November 30, 2023
- Fourth Term - December 1, 2023 – November 30, 2024
- Fifth Term - December 1, 2024 – November 30, 2025

Total quantities listed for each line item on the Estimated Yearly Usage section are IP&L projections for the first twelve (12)-month period, but may be increased or decreased as set out above dependent on IP&L needs.

EMERGENCY CONTACT

The successful Vendor must provide to IP&L the name and telephone number for a twenty-four (24) hour emergency contact person with the authority to order and execute emergency shipments of backup units stored by Vendor.

ADDITIONAL CABLE

IP&L reserves the right to add additional types and sizes of cable to this contract in addition to those shown on the pricing. Pricing of units not initially included in this contract shall be as negotiated between the parties. All conditions of this contract shall apply to any additional items.

SHIPMENT AUTHORIZATION

IP&L's purchase order shall serve as authorization for shipment. Releases will be issued when materials are ordered on an as needed basis.

ESCALATION/DE-ESCALATION

Present your escalation/de-escalation formulas and index for copper and aluminum, and the numbers used in the formula to compute changes in purchase price. Include a three-month history of your index figures. IP&L reserves the right to negotiate a change in the escalation/de-escalation clause as deemed necessary during the term of the contract.

Prices quoted shall include all freight, insurance and handling charges for delivery to Independence Power & Light, Dock A, 21500 East Truman Rd., Independence, Mo. 64056 (F.O.B. Destination).

RENEWAL PRICING

Renewal pricing must be submitted ninety (90) days prior to the renewal option annually.

TERMS OF PAYMENT

NET 30 Days.

RIGHT TO REJECT

IP&L reserves the right to reject any portion, or all of a shipment, due to Vendor or transit damage, improper packaging, or defect, and return cable to the Vendor, freight collects for immediate replacement.

CANCELLATION

IP&L reserves the right to cancel all or part of the undelivered portion of the contract if the Vendor does not make deliveries as specified, time being of the essence to this contract, or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor.

If inspection discloses that any part of the goods, materials, or merchandise received are not in accordance with IP&L specifications, IP&L shall have the right to cancel any unshipped portion of the contract. Payment for or signature for freight delivery at dock area for goods, materials or merchandise prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that IP&L may have against the Vendor. Defective goods, material or merchandise will be held for Vendor's instructions as to return shipping at Vendor's risk and will be returned at Vendor's expense.

IP&L reserves the right to cancel this contract by written notice, in accordance with the termination clause in the Terms & Conditions.

ERRORS IN QUOTATIONS

Each Vendor must carefully examine his quotation prior to submission. Failure to do so is at the Vendor's risk, and Vendor is responsible for any errors. Claim of oversight is not a basis for allowing withdrawal of a quotation after opening. There shall be no erasures in any quotation. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the Vendor's initials and date.

RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this request for quotations becomes property of IP&L.

ACCEPTANCE OR REJECTION OF QUOTATIONS

IP&L reserves the right to waive technical defects in quotations and to accept any quote(s) deemed most advantageous to the City. The City will consider quotes submitted on an all or nothing basis if the quote is clearly designated as such.

BID SUBMISSION REQUIREMENTS

The following documents must be included in the bid response:

1. Cover page;
2. Terms and conditions signature page;
3. Pricing pages;
4. Escalation/de-escalation formula.

MISCELLANEOUS

1. Informal insurance requirements apply. A current copy of the insurance certificate of the successful bidder (Contractor) must be on file in the Purchasing Division. It is the responsibility of the Contractor to have a valid certificate on file at all times during this agreement.
2. The bidder must accept the City's terms and conditions in order to be considered for award. A signature on the terms and conditions document is required.
3. The bid document, successful bidder's (Contractor) response and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response.

**INDEPENDENCE POWER & LIGHT
ESTIMATED YEARLY USAGE**

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
1	20-200-77	Ames	Bare AL. AAAC, 77.47, 7 str.	LB.	2088
2	20-201-95	Amherst	Bare AL. AAAC, 195.7, 7 str.	LB.	4200
3	20-205-59	Darien	Bare AL. AAAC 559.5 19 str	FT.	43,440
4	20-305-56	Dove	Bare, AL. ACSR, 556.6 26/7	LB.	7660
5	20-400-10	Quince XLP	1/0 AL, AA, poly covered	LB.	705
6	20-500-06	Shepard XLP	#6, 7 str. AL duplex w/ACSR	LB.	1572
7	20-600-02	Conch XLP	#2, 7 str. AL triplex w/ACSR	LB.	3712
8	20-600-04	Periwinkle XLP	#4, 7 str. AL. triplex W/ACSR	LB.	1890
9	20-600-06	Voluta XLP	#6, 7 str. AL. triplex W/ACSR	LB.	542
10	20-600-10	Neritina XLP	1/O, 7 str. AL. triplex W/ACSR	LB.	10,520
11	20-600-30	Mursia	3/O, 7 str. AL. triplex W/ACSR	LB.	867
12	20-700-10	Costena	1/O, 19 str. AL. quad. W/ACSR	LB.	701
13	20-700-40	Appaloosa	4/O, 19 str. AL. quad. W/ACSR	LB.	2402
14	21-400-10	Harvard	1/O, 19 str. AL. one cond. RHH-RHW	LB.	145
15	21-400-40	Beloit	4/O, 19 str. AL. one cond. RHH-RHW	LB.	270
16	21-403-50	Rutgers XLP	350 AL., 37 str. UG single cond.	FT.	1000
17	21-405-00	Emory	500 AL., 37 str. UG Single cond.	LB.	612
18	21-600-02	Ramapo	#2, 7str. AL. triplex, w/#2 neutral	LB.	1656
19	21-600-03	Vassar XLP	#4, 7 str. AL. triplex w/#4 neutral	LB.	970
20	21-600-10	Brenau	1/O, 19 str AL triplex w/#2 neutral	LB.	11,032
21	21-600-40	Sweetbriar	4/O, 19 str AL triplex w/2/O neutral	FT.	3000

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
22	21-603-50	Wesleyan XLP	350 MCM AL triplex w/4/O neutral	FT.	1000
23	21-800-00	#2 Primary	#2 AL 15 kv 175 mil No jacket.	FT.	2500
24	21-800-20	#2 Primary	#2 AL 15 kv 220 mil 1-cond.	LB.	13,956
25	21-900-20	4/O Primary	4/O, AL 15 kv 220 mil, 1-cond.	LB.	8734
26	21-910-01	1000 MCM	1000 MCM, AL 15 kv, 220 mil. EPR	FT.	11,000
27	24-080-04	#4 CU Bare	#4 bare CU, soft 200'/25# spools	FT.	400
28	24-100-02	#2 CU Bare	#2 bare CU, med. drawn, 7 stranded	LB.	200
29	24-100-40	4/O CU	4/O CU, bare, 19 str. Med. drawn	FT.	500
30	24-102-50	250 CU Bare	250 MCM CU, bare, 19 str on 200 lb reels	LB.	200
31	24-105-00	500 Copper	500 KCMIL, Bare CU., 37 str.	LB.	222
32	24-400-02	#2 Copper	#2 CU, poly, solid, soft drawn, 60 mil.	LB.	115
33	24-400-03	#2 Copper	#2 CU, poly, 7 strand Soft drawn	LB.	230
34	24-400-05	#6 Copper	#6 CU, Riser wire, 110 mil.	FT.	8000
35	24-400-07	#6 Copper	#6 CU solid, bare, Soft drawn	LB.	450
36	24-400-08	#8 Copper	#8 CU tie wire, bare, Soft drawn	LB.	150
37	24-400-10	1/O Copper	1/O, CU AWG, 7 str. Poly, med. drawn	LB.	560
38	24-400-30	3/O Copper	3/O, CU AWG, 19 str. Poly, med. drawn	LB.	572
39	24-403-50	350 Copper	350 CU, 19 str. Poly med-hard AWG	LB.	75
40	25-002-01	Switchboard wire	#14 AWG, SIS 600 volts.	FT.	500
41	25-003-01	#12	#12 XHHW, 1 cond. CU, str. RED	FT.	500
42	25-003-02	#12	#12 XHHW, 1 cond. CU, str. BLACK	FT.	500
43	25-003-03	#12	#12 XHHW, 1 cond. CU, str. BLUE	FT.	500
44	25-003-07	#12	#12 THHN, 1 cond. CU, str. RED	FT.	500

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
45	25-003-08	#12	#12 THHN, 1 cond. CU, str. BLACK	FT.	500
46	25-003-09	#12	#12 THHN, 1 cond. CU, str. BLUE	FT.	500
47	25-004-02	12/2	#12 AWG, 2 cond. CU no ground	FT.	8000
48	25-006-01	#10	#10 XHHW, 1 cond. WHITE	FT.	1500
49	25-006-02	#10	#10 XHHW, 1 cond. YELLOW	FT.	500
50	25-006-03	#10	#10 XHHW, 1 cond. BROWN	FT.	500
51	25-006-04	#10	#10 XHHW, 1 cond. ORANGE	FT.	500
52	25-006-05	#10	#10 XHHW, 1 cond. BLUE	FT.	0
53	25-006-06	#10	#10 XHHW, 1 cond. RED	FT.	500
54	25-006-08	#10	#10 XHHW, 1 cond. BLACK	FT.	0
55	25-006-10	#10	#10 THHN, 1 cond. CU, str. WHITE	FT.	0
56	25-006-11	#10	#10 THHN, 1 cond. CU, str. YELLOW	FT.	0
57	25-006-12	#10	#10 THHN, 1 cond. CU, str. BROWN	FT.	0
58	25-006-13	#10	#10 THHN, 1 cond. CU, str. ORANGE	FT.	0
59	25-007-01	#10 control cable	#10 CU, str. 2 cond. K-1 color code	FT.	0
60	25-007-02	#10 control cable	#10 CU, str., 4 cond. K-1 color code, EPR	FT.	2000
61	25-008-01	#2 XLP	#2 stranded, 1 cond., CU, UG	FT.	0
62	25-008-03	4/O Copper	4/O CU, AWG, RHH and VW1	FT.	1000
63	25-008-04	250 MCM	250 MCM CU, class B, RHH or VW-1	FT.	0
64	25-008-05	500 MCM	500 MCM, CU, RHH single cond.	FT.	0
65	25-903-50	350 MCM	350 MCM, CU, 15 kv 220 mil. EPR	FT.	0

Stock Item Specification Page

Stock Number: 20-200-77

Item No.: 1

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 77.47 AWG – 7 STRAND
CODE NAME “**AMES**” TO BE SHIPPED ON 696 POUND NON RETURNABLE REELS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 2088 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 20-201-95

Item No.: 2

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 195.7 AWG – 7 STRAND
CODE NAME “**AMHERST**” TO BE SHIPPED ON 1400-POUND (APPROX. 7620 FT) NON-
RETURNABLE REELS.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 4200 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-205-59

Item No.: 3

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 559.5 AWG – 19 STRAND.
CODE NAME "**DARIEN**" TO BE SHIPPED ON 3800 POUND (APPROX. 7,240 FT) NON-
RETURNABLE REELS.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 43,440 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 20-305-56

Item No.: 4

Description: ALUMINUM BARE WIRE 556.6 MCM ACSR, CODE NAME "**DOVE**" STRANDING 26
ALUM 7 STEEL ON 10,000 FOOT (7660 LBS) NON-RETURNABLE REELS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est.Quantity: 7660 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-400-10

Item No.: 5

Description: ALUMINUM, 1/0 AWG, AA, POLY COVERED, "**QUINCE**", ON 5,000 FT.
(705 LBS.) NON RETURNABLE REELS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est.Quantity: 705 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 20-500-06

Item No.: 6

Description: CABLE, ALUMINUM, DUPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE
DROP CABLE, #6, 7-STRAND ACSR NEUTRAL WITH CROSS-LINKED POLY-
ETHYLENE INSULATION. CODE NAME "**SHEPERD XLP**" ON 30.18" NON-
RETURNABLE REELS OF 3,300 FT. (APPROX. 262 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1572 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-600-02

Item No.: 7

Description: CABLE, ALUMINUM TRIPLEX, NEUTRAL SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NETURAL. PHASE CONDUCTOR #2, 7-STRAND. NEUTRAL SIZE #2, 6/1 STR WITH CROSS-LINKED POLYETHYLENE INSULATION CODE NAME "**CONCH XLP**", TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1800 FEET (APPROX 464 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 3712 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 20-600-04

Item No.: 8

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #4, 7 STRAND, NEUTRAL SIZE #4, 6/1 STR. WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**PERIWINKEL XLP**" TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1500 FEET (APPROX. 270 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1890 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-600-06

Item No.: 9

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #6, 7-STRAND. NEUTRAL SIZE #6, 6/1 STR. WITH CROSS LINKED POLYETHYLENE INSULATION. CODE NAME "**VOLUTA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 2200 FEET (APPROX. 271 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 542 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 20-600-10

Item No.: 10

Description: CABLE, ALUMINUM, TRIPLES, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUTOR #1/0, 7-STRAND NEUTRAL SIZE #1/0 6/1 STR WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**NERITINA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1200 FEET (APPROX. 526 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 10,520 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-600-30

Item No.: 11

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE ACSR NEUTRAL. PHASE CONDUCTOR #3/0, 19-STRAND. NEUT. SIZE #3/0, 6/1 STR. WITH CROSS-LINKED POLYEHTYLENE INSULATION. CODE NAME "**MERSIA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1300 FEET (APPROX. 867 LBS).

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 867 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 20-700-10

Item No.: 12

Description: CABLE, ALUMINUM, QUADRUPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #1/0, 19 STRAND. NEUTRAL SIZE #1/0, 6/1 STR. WITH CROSS LINKED POLYETHYLENE INSULATION. CODE NAME "**COSTENA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1200 FEET (APPROX. 701 LBS)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 701 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 20-700-40

Item No.: 13

Description: CABLE, ALUMINUM, QUADRUPLX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE. ACSR NEUTRAL, PHASE CONDUCTOR #4/0, 19-STRAND NEUTRAL SIZE #4/0, 6/1 STR. WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**APPALOOSA XLP**" TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1100 FEET (APPROX. 1201 LBS)

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 2402 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Number: 21-400-10

Item No.: 14

Description: ALUMINUM, 1/0, 19 STRAND, 600 VOLT, SINGLE CONDUCTOR, O.D. .545", RHH-RHW-USE INSULATION. CODE NAME "**HARVARD**" ON 1000' REELS 145 POUNDS PER REEL.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order

Est. Quantity: 145 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 21-400-40

Item No.: 15

Description: ALUMINUM, 4/O, 19 STR, 600 VOLT, SINGLE CONDUCTOR, UNDERGROUND
CABLE, RHH-RHW-USE INSULATION, 80 MILS - SPEC #CA21401 - CODE
WORD "**BELOIT**" ON 1000 FT N.R. REELS (APPROX. 270 LBS/REEL)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 270 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 21-403-50

Item No.: 16

Description: SINGLE CONDUCTOR, 600 V UD CABLE, 350 KCMIL, 37 WIRE ALLOY
1350-H-19 ALUMINUM, 95 MILS, BLACK CROSSLINKED POLY INSULATION.
CODE NAME "**RUTGERS XLP**" SHIPPED ON 1000' NON RETURNABLE REELS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 21-405-00

Item No.: 17

Description: 500 MCM ALUMINUM SINGLE CONDUCTOR, 600 VOLT CABLE WITH CROSS-LINKED POLY INSULATION - CODE NAME "**EMORY**" TO BE SUPPLIED ON 1000 FT (612 LBS) NON RETURNABLE REELS - PER SPEC CA21402

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 612 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 21-600-02

Item No.: 18

Description: CABLE, 600-VOLT SECONDARY UNDERGROUND, TRIPLEXED WITH YELLOW NEUTRAL. PHASE CONDUCTORS: #2, 7 STRAND. NEUTRAL: #2, 7 STRAND. CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**RAMAPO**" ON 1000 FT. NON-RETURNABLE REELS (276 LBS.)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1656 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 21-600-03

Item No.: 19

Description: CABLE, ALUMINUM TRIPLEX. 600-VOLT UG #7 STRANDED – TO BE SHIPPED ON 1000 FOOT NON RETURNABLE REELS – PER SPEC. CA60004 - 194 LBS. PER REEL CODE NAME **VASSAR**.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 970 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 21-600-10

Item No.: 20

Description: ALUMINUM TRIPLEX, 600 VOLT URD CABLE, 2 #1/0 (.537 O.D.) AND 1 #2 (.421 O.D.) WITH RHH-RHW-USE INSULATION, 19 STRANDED. CODE NAME "**BRENAU**" ON 1000' NON-RETURNABLE REELS – PER SPEC CA60010 ATTACHED – 19 STRANDED (APPROX. 410 LBS PER REEL) SUPERTUF XLS – NOT ACCEPTABLE

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 11,032 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 21-600-40

Item No.: 21

Description: CABLE, TRIPLEX, 600 VOLT URD, TWO 4/0, 19 STR PHASE CONDUCTORS & ONE 2/0, 19 STR YELLOW NEUTRAL CONDUCTOR W/CROSS – LINKED POLY INSULATION. CODE NAME “**SWEETBRIAR**” PER SPEC CA60010 – 1000’/REEL (726 LBS. PER REEL) SUPERTUF XLS NOT ACCEPTABLE

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 3000 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 21-603-50

Item No.: 22

Description: ALUMINUM TRIPLEX CONDUCTOR, 600 VOLT, 350 MCM-37 STRAND, WITH 4/0 19 STRAND YELLOW NEUTRAL - CODE NAME “**WESLEYAN XLP**” TO BE SHIPPED ON 1000' NON-RETURNABLE WOODEN REELS - PER SPEC CA60350

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 21-800-00

Item No.: 23

Description: CABLE, ALUMINUM, 15 KV, #2 REA-U1 TYPE, TREE-RETARDANT CROSS-LINKED POLYETHYLENE INSULATED (175 MIL THICKNESS), NON-JACKETED URD/UD STYLE PRIMARY CABLE WITH EASY STRIP INSULATION SHIELD. CABLE SHALL BE SUPPLIED ON 2500 FOOT NON-RETURNABLE REELS PER SPECIFICATION #25-000-00 (900 LBS) IMPORTANT - **NEUTRAL IS NOT INSULATED!!!**

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 2500 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 21-800-20

Item No.: 24

Description: ALUMINUM WIRE #2 15KV REA-U1 TYPE TREE RETARDANT CROSSLINKED POLYETHYLENE INSULATED (220 MIL THICKNESS), JACKETED URD/UD STYLE PRIMARY CABLE W/EASY STRIP ON 2500' REELS/APPX. 1368 LB – 25-000-00 220 MIL ONLY

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 13,956 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 21-900-20

Item No.: 25

Description: ALUMINUM WIRE 4/0 15 KV REA-U1 TYPE TREE RETARDANT CROSS-LINKED
POLYETHYLENE INSULATED, JACKETED URD/UD STYLE PRIMARY CABLE WITH
EASY STRIP INSULATION SHIELD PER SPEC 25-000-00 -2500FT/2030LB REEL
220 MIL INSULATION ONLY

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 8734 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 21-910-01

Item No.: 26

Description: CABLE, 1000 MCM STRANDED ALUMINUM, 1 CONDUCTOR, 15 KV, JACKETED
URD/UD STYLE PRIMARY CABLE WITH EASY STRIP INSULATION SHIELD.
220 MIL EPR INSULATION TO BE SHIPPED ON 2,000 FOOT NON RETURNABLE
REELS. 11,000 feet is minumum order per Manufacturer.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 11,000 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 24-080-04

Item No.: 27

Description: COPPER, #4, BARE, SOFT DRAWN ANNEALED. PER ASTM SPECIFICATION B3
SOFT AND ANNEALED SOLIDS.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est.Quantity: 400 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 24-100-02

Item No.: 28

Description: COPPER, BARE, NO.2, AWG STR 7, MEDIUM-HARD DRAWN ON
NON-RETURNABLE REEL. 200 POUNDS PER REEL.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 200 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 24-100-40

Item No.: 29

Description: COPPER, BARE, 4/O, 19 STRAND, MEDIUM DRAWN ON NON-RETURNABLE REEL. 327 LBS. (500') PER REEL. (653 LBS. PER 1000 FT.)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 24-102-50

Item No.: 30

Description: COPPER, BARE, 250 MCM, 19 STR. MHD, ON NON-RETURNABLE REEL. 200 POUNDS PER REEL.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 200 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 24-105-00

Item No.: 31

Description: COPPER, BARE, 500 KCMIL, 37 STRAND.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 222 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 24-400-02

Item No.: 32

Description: COPPER, #2 AWG, 60 MIL, SOLID, POLY SOFT DRAWN.
(500 FT.) 111 POUND REEL. (222 LBS PER 1000')

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est.Quantity: 115 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 24-400-03

Item No.: 33

Description: COPPER WIRE #2, 7 STRAND SOFT TEMPER, POLY COVERED, TO BE SHIPPED
ON WOODEN NON-RETURNABLE 500 FT. REELS (115 LBS.)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 230 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 24-400-05

Item No.: 34

Description: TRANSFORMER RISER WIRE, #6 SOLID COPPER, ANNEALED (SOFT DRAWN)
WITH 110 MIL POLYETHYLENE COVERING, ON 500' HAND COIL

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 8000 FEET

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 24-400-07

Item No.: 35

Description: #6 SOFT DRAWN SOILD COPPER WIRE (25 POUNDS PER SPOOL)

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 450 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Number: 24-400-08

Item No.: 36

Description: BARE SOFT DRAWN COPPER WIRE #8 – 25 POUNDS PER COIL

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 150 POUNDS

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 24-400-10

Item No.: 37

Description: COPPER, #1/0 AWG. 7 STR, POLY COVERED, MEDIUM DRAWN, TO BE
DELIVERED ON 1400 FT. NON-RETURNABLE REELS
(APPROXIMATELY 560 LBS PER REEL)

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 560 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Number: 24-400-30

Item No.: 38

Description: COPPER, 3/0 AWG 19 STR, POLYETHYLENE COVERED. TO BE DELIVERED ON
NON-RETURNABLE REELS. - 1000 FT PER REEL - APPROX. 572 LBS.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est.Quantity: 572 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 24-403-50

Item No.: 39

Description: COPPER, 350 MCM, POLY COVERED, MEDIUM HARD AWG ON NON RETURNABLE
650 FT REELS, 19 STRANDED. (740#'S)

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 740 POUNDS

Unit Cost:_____ Total Cost:_____

Stock Number: 25-002-01

Item No.: 40

Description: COPPER, #14 AWG, 41 STRAND, 600 VOLT SWITCHBOARD WIRE PER
SPEC #CC00201 - 500 FOOT COILS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-003-01

Item No.: 41

Description: COPPER, #**12 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED, ON 500 FT SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-003-02

Item No.: 42

Description: COPPER, #**12 XHHW** 1 CONDUCTOR, 600 VOLT, STRANDED,
BLACK ON 500 FOOT SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-003-03

Item No.: 43

Description: COPPER, #**12 XHHW**, 1 CONDUCTOR, 600 VOLT, STRANDED,
BLUE, ON 500 FOOT SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-003-07

Item No.: 44

Description: COPPER, #**12 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED ON 500 FT. SPOOLS.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-003-08

Item No.: 45

Description: COPPER, #**12 THHN** 1 CONDUCTOR, 600 VOLT, STRANDED,
BLACK ON 500 FOOT SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-003-09

Item No.: 46

Description: COPPER, #**12 THHN**, 1 CONDUCTOR, 600 VOLT, STRANDED,
BLUE ON 500 FOOT SPOOLS.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-004-02

Item No.: 47

Description: COPPER, #12 AWG, 2 CONDUCTOR, TYPE UF SOLID, 600 VOLT WITHOUT
GROUNDWIRE IN 1000 FOOT REELS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 8000 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 25-006-01

Item No.: 48

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
WHITE, ON 500' SPOOLS

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1500 FEET

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 25-006-02

Item No.: 49

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
YELLOW, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est.Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-006-03

Item No.: 50

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
BROWN, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-006-04

Item No.: 51

Description: COPPER, #10 XHHW, 1 CONDUCTOR, 600 VOLT STRANDED,
ORANGE, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-006-05

Item No.: 52

Description: COPPER, #10 XHHW, 1 CONDUCTOR, 600 VOLT STRANDED,
BLUE, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-006-06

Item No.: 53

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-006-08

Item No.: 54

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
BLACK, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-006-10

Item No.: 55

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
WHITE, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-006-11

Item No.: 56

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
YELLOW, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-006-12

Item No.: 57

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
BROWN, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-006-13

Item No.: 58

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
ORANGE, ON 500' SPOOLS

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-007-01

Item No.: 59

Description: COPPER WIRE #10 AWG, 2 CONDUCTOR, STRANDED, 600 VOLT CONTROL CABLE, TYPE CT-B

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-007-02

Item No.: 60

Description: COPPER, #10 AWG, STRANDED, 4 CONDUCTOR, 600 VOLT CONTROL CABLE COLORS TO BE BLACK, WHITE, RED, GREEN ONLY.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 2000 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-008-01

Item No.: 61

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTM B8, #2 AWG, LOW VOLTAGE POWER CABLE, TYPE USE OR RHH AND VW-1 600 VOLT, SINGLE CONDUCTOR, SEVEN STRAND ON 1000' NON-RETURNABLE REELS.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: _____ Total Cost: _____

Stock Number: 25-008-03

Item No.: 62

Description: CONDUCTOR, COPPER 4/0 AWG, LOW VOLTAGE POWER CABLE, TYPE USE OR RHH AND VW-1, 600 VOLT SINGLE CONDUCTOR ON 1,000' NON-RETURNABLE REELS.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: _____ Total Cost: _____

Stock Item Specification Page

Stock Number: 25-008-04

Item No.: 63

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTM B8, 250 MCM,
LOW VOLTAGE POWER CABLE TYPE USE OR RHH AND VW-1, 600 VOLT,
SINGLE CONDUCTOR ON 1000' NON-RETURNABLE REELS.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Number: 25-008-05

Item No.: 64

Description: COPPER, 600 VOLT, 500 MCM STRANDED, SINGLE COND., XLPE 95 MIL.
SEE SPECIFICATION #CC00801 ATTACHED.

MFG Name Quoting:_____

MFG Catalog # Quoting:_____

Delivery to be_____days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost:_____ Total Cost:_____

Stock Item Specification Page

Stock Number: 25-903-50

Item No.: 65

Description: CABLE, 350 MCM STRANDED COPPER, 1 CONDUCTOR, 15 KV, JACKETED
URD/UD STYLE PRIMARY CABLE WITH EASY-STRIP INSULATION SHIELD,
220 MIL EPR INSULATED TO BE SHIPPED ON 1000 FOOT NON RETURNABLE
REELS PER SPECIFICATION 25-000-00 ATTACHED.

MFG Name Quoting: _____

MFG Catalog # Quoting: _____

Delivery to be _____ days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: _____ Total Cost: _____

EMERGENCY CONTACT

The successful Vendor must provide to IP&L the name and telephone number for a twenty-four (24) hour emergency contact person with the authority to order and execute emergency shipments of backup units stored by Vendor.

Name: _____

Title: _____

Primary telephone number: _____

Alternate telephone number: _____

SPECIFICATION CA60004

ALUMINUM CABLE, TRIPLEX, 600-VOLT UNDERGROUND
CONSISTING OF TWO-PHASE CONDUCTORS, #4, 7 STRAND
AND ONE YELLOW NEUTRAL CONDUCTOR, #4, 7 STRAND
WITH CROSS-LINKED POLYETHYLENE INSULATION

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED)
POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW
OR TYPE USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS
44 AND 854. THE INSULATION THICKNESS SHALL BE 60 MILS.

APPROVED SUPPLIERS

ALCO RENYOLDS CABLE-CON

BIDDERS WILL SUPPLY MANUFACTURER'S NAME AT THE TIME OF QUOTATION THE
"REQUEST FOR QUOTATION" FORM.

SHIPPING

TO BE SHIPPED ON 1,000' NON-RETURNABLE REELS. REELS CONTAINING MORE THAN 1,000'
WILL NOT BE ACCEPTED.

21-600-03

SPECIFICATION CA60010

600-VOLT TRIPLEX UNDERGROUND CABLE

CONDUCTOR TYPE AND SIZE

THIS SPECIFICATION COVERS EC GRADE ALUMINUM, CLASS "B" STRANDED CONDUCTORS PER ASTM-B-231, MAXIMUM OPERATING TEMPERATURE 90 DEGREES FARENHEIT CONTINUOUS, IN SIZES FROM #1 TO AND INCLUDING 4/0. CONDUCTOR SIZES ARE LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED) POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW-USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS 44 AND 854. THE INSULATION THICKNESS SHALL BE 80 MILS.

CABLE ASSEMBLY

THE CONDUCTORS SHALL BE TWISTED UPON EACH TO FORM A TRIPLEX CABLE CONSISTING OF TWO OR THE LARGE SIZE CONDUCTORS SPECIFIED AND ONE OF THE SMALLER SIZE CONDUCTOR SPECIFIED. THE SMALL CONDUCTOR SHALL BE OF YELLOW COLOR.

IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF EACH CONDUCTOR AT INTERVALS NOT EXCEEDING 24 INCHES. MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

CABLE SHALL BE SHIPPED ON NON-RETURNABLE REELS OF THE SIZE SHOWN ON THE "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER". THE CABLE SHALL BE PROTECTED BY PAPER LAGGING OF NOT LESS THAN 1/8" THICKNESS.

21-600-10 BRENAU
21-600-40 SWEETBRIAR

SPECIFICATION CC00801

SINGLE CONDUCTOR, 600 VOLT POWER CABLE

THIS SPECIFICATION COVERS 600 VOLTS SINGLE STRANDED COPPER CONDUCTOR POWER CABLES. CONDUCTOR SIZES SHALL BE AS LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" OR "PURCHASE ORDER" FORM.

CONDUCTOR

THE CONDUCTOR SHALL BE CLASS B STRANDED ANNEALED COPPER (ICEA S-66-524 PART 2).

INSULATION

THE INSULATION SHALL BE CROSS-LINKED POLYETHYLENE XLPE (ICEA S-66-524 PART 3) WITH INSULATION THICKNESS AS LISTED BELOW.

CONDUCTOR SIZE (AWG OR MCM)	INSULATION THICKNESS (MILS (ICEA S-66-524 TABLE 3-1)
14-9	45
8-2	60
1-4/0	80
225-500	95
525-1000	110

TEMPERATURE RATING

CABLES SHALL BE SUITABLE FOR OPERATION IN WET OR DRY LOCATIONS UNDER THE FOLLOWING MAXIMUM CONDUCTOR TEMPERATURES:

90 DEGREES CENTIGRADE - CONTINUOUS - DRY LOCATIONS
75 DEGREES CENTIGRADE - CONTINUOUS - WET LOCATIONS

FACTORY TESTS

ALL CABLE SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF ICEA S-66-524.

CABLE IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE OUTER SURFACE OF THE ASSEMBLED CABLE AT INTERVALS NOT EXCEEDING 24 INCHES. MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SPECIFICATION CC00201

CABLE, SINGLE CONDUCTOR, 600 VOLT SWITCHBOARD WIRE

CONDUCTOR

THE SPECIFICATION COVERS STANDARD ROUND COATED COPPER, STAND CLASS B, MAXIMUM OPERATING TEMPERATURE OF 90 DEGREES CENTIGRADE, IN SIZES AS LISTED ON THE ATTACHED "REQUESTED FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CROSS-LINKED POLYETHYLENE.

TEST

THE WIRE SHALL MEET THE VERTICAL FLAME TEST REQUIREMENTS PER IP-CEA S-19-81, PAR. 6.19.6.

IDENTIFICATION

THE DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF THE CABLE AT INTERVALS NOT EXCEEDING 24 INCHES. THE MARKINGS SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

THE CABLE SHALL BE SHIPPED IN COILS PACKED IN HEAVY CARDBOARD CARTONS. THE LENGTH NOT TO EXCEED 500 FEET IN ANY ONE COIL.

DATED 9/20/73

25-002-01

SPECIFICATION CA60350
600 VOLT TRIPLEX URD CABLE

CONDUCTOR TYPE AND SIZES

THIS SPECIFICATION COVERS EC GRADE ALUMINUM, CLASS "B" STRANDED CONDUCTORS PER ASTM B-231, MAXIMUM OPERATING TEMPERATURE 90 DEGREES CENTIGRADE CONTINUOUS, IN SIZES FROM 250 MCM THROUGH 500 MCM. CONDUCTOR SIZES ARE LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED) POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW-USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS 44 AND 854. THE INSULATION THICKNESS SHALL BE 95 MILS.

CABLE ASSEMBLY

THE CONDUCTORS SHALL BE TWISTED UPON EACH OTHER TO FORM A TRIPLEX CABLE CONSISTING OF TWO LARGE SIZE PHASE CONDUCTORS AND ONE SMALL SIZE NEUTRAL CONDUCTOR AS SPECIFIED. THE NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A CONTINUOUS YELLOW COLORED STRIPE EXTRUDED ALONG THE SURFACE OF THE INSULATION.

IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF EACH CONDUCTOR AT INTERVALS NOT EXCEEDING 24". MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

CABLE SHALL BE SHIPPED ON NON-RETURNABLE REELS OF THE SIZE SHOWN ON THE "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER" AND SHALL BE PROTECTED BY PAPER LAGGING OF NOT LESS THAN 1/8" THICKNESS.

REVISED 5/2/83

21-603-50 WESLEYAN

SPECIFICATION CA-80001

**15 kV TR XLPE / EPR INSULATED,
CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE
WITH EASY-STRIP INSULATION SHIELD
13200 GRD Y/7620 VOLT**

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 1 of 5

1. Scope

This specification covers the construction mechanical and electrical requirements for Tree Retardant Crosslinked Polyethylene (TRXLP) &/or Ethylene Propylene Rubber (EPR) insulated, concentric neutral, jacketed primary distribution power cables.

The cable is intended to be operated on a 60 Hz single-phase or three-phase system with a solidly grounded neutral. It shall be suitable for installation in conduit or direct burial in earth, for wet or dry locations, and in open air in sunlight.

Note: This Specification supersedes all previous Specifications including: 25-000-00, CA-80000, CA-80002, CA-90002, CA-90350 & CC-00901.

2. General Requirements

2.1. Cable shall be supplied in the various sizes & lengths as shown on any attached Request for Quotation (RFQ) or Purchase Order (PO).

2.2. The cable manufacturer shall have on file with the Distribution Standards Department at IPL, prior to the shipment of cable, documentation showing ratings, dimensions and all pertinent information for each size and design of cable the vendor wishes to supply.

3. Standards

3.1. The cable shall be in compliance with the requirements of the latest editions of RUS Bulletin 1728F-U1, AEIC, ICEA, ASTM, (B-8, B230, B231) & NEMA, except where they conflict with the requirements of this specification. In case of conflict, these specifications shall govern.

3.2. The cable shall have the conductor shield, insulation and insulation shield applied in a triple extrusion process where all three are applied in the same extrusion operation and cured simultaneously. The curing process shall be dry-cure or steam-cured.

4. Testing

4.1. Manufacturer's standard production testing shall be performed on all cable lengths and supplied on request.

SPECIFICATION CA-80001

**15 kV TR XLPE / EPR INSULATED,
CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE
WITH EASY-STRIP INSULATION SHIELD
13200 GRD Y/7620 VOLT**

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 2 of 5

5. Specific Requirements

Standard IPL Cable Sizes

Conductor Size

(AWG/kcmil) Conductor Type AWG Strand

Count

Insulation

Type

Insulation

Thickness

#2 Aluminum 7x

TR XLPE

or EPR

220 mils

4/0 Aluminum 19x

TR XLPE

or EPR

220 mils

350 Copper 37x EPR 220 mils

750 Copper 61x EPR 220 mils

1000 MCM Aluminum 61x EPR 220 mils

Table 1

5.1. Center Conductor

5.1.1. If the insulated center conductor is aluminum, the conductor temper shall be hard drawn (H19) in accordance with ASTM-B-230/231 or three-quarter hard (H16 or H26) in accordance with ASTM-B-609.

5.1.2. If the insulated center conductor is copper, the conductor temper shall be in accordance with ASTM-B-8.

5.1.3. Conductor shall be compressed in accordance with ASTM standards.

5.1.4. Center conductor shall contain a strand filling compound that meets, or exceeds, requirements set forth by ICEA T-31-610 testing.

5.2. Conductor Shield

5.2.1. The conductor shield shall be extruded and shall consist of black, super smooth, extra clean semiconducting crosslinked polymer, or EPR, compatible with the insulation in accordance with AEIC CS8-13 and ICEA S-94-649-13.

SPECIFICATION CA-80001

15 kV TR XLPE / EPR INSULATED,

CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE WITH EASY-STRIP INSULATION SHIELD

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 3 of 5

5.3. Insulation

5.3.1. The insulation shall be unfilled tree-retardant crosslinked polyethylene in accordance with ICEA S-94-649-13 Part 4.1, or ethylene-propylene-rubber (EPR).

5.3.2. The nominal insulation thickness shall be 220 mils for 15 kV cable or specified on the purchase order in accordance with ICEA S-94-649-13.

5.4. Insulation Shielding

5.4.1. The insulation shield shall be extruded and shall consist of one layer of black easy stripping semiconducting crosslinked polymer. The polymer shall be Borealis LE-0520 for TR XPLE & Borealis LE-0315 for EPR, or a British Petroleum equivalent based on insulation material. The insulation shield shall be applied directly over the insulation in accordance with ICEA S-94-649-13 Part 5.4.1.1 and ICEA T-27-581/NEMA WC-53-2008, with the following exceptions:

5.4.1.1. One-half (1/2) inch wide longitudinally cut strips at room temperature shall have stripping tensions in accordance with the following table:

Conductor Size

(AWG/kcmil)

Insulation Shield Stripping Tension (lbs.)

Minimum Maximum

#2 – 4/0 3 18

350 3 24

750 3 24

1000 3 24

SPECIFICATION CA-80001

15 kV TR XLPE / EPR INSULATED,

CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE WITH EASY-STRIP INSULATION SHIELD

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 4 of 5

5.5. Concentric Neutral

The concentric neutral shall consist of annealed uncoated solid copper wires. The concentric neutral wires shall be applied helically and equally spaced directly over the insulation shield. The number and size of the concentric neutral wires shall be as indicated in the following table:

Conductor Size

(AWG/kcmil)

Concentric Neutral

Number Size

#2 Al 10 14

4/0 Al 11 14

350 Cu 18 12

750 Cu 25 10

1000 Al 21 10

5.6. Overall Cable Jacket

5.6.1. A black, linear low density polyethylene (LLDPE), insulating jacket shall be extruded over the concentric neutral. The jacket shall be extruded-to-fill.

5.6.2. The jacket thickness and cable dimensions over the jacket shall be in accordance with ICEA S-94-649-13.

5.6.3. Outer jacket shall include RED stripe(s) indicative of electric cable.

6. Packaging

6.1. Cable shall be protected by paper lagging of not less than 1/8 inch thickness.

6.2. All reels shall be wood and non-returnable.

SPECIFICATION CA-80001

15 kV TR XLPE / EPR INSULATED,

CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE WITH EASY-STRIP INSULATION SHIELD

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

Note: Invoices may not be processed for payment until cables/reels have been inspected and/or testing verified.

End of Specification



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid 20093
Aluminum and Copper Cable
Response Deadline Date and Time: December 7, 2020, 2:00 p.m., Local Time

Deadline for questions is 2:00 p.m. local time on December 3, 2020
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Graybar Electric Company Phone Number 816-329-5614
(Please print or type)

Address 1221 East 13th Street City Kansas City State MO Zip 64106

Name of Authorized Agent Steven Seitz Email steven.seitz@graybar.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid 20093

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

9. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

10. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

11. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).

- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

12. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

13. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

14. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

15. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

16. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

17. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accountspayable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City. See attached "Insurance Requirements" if this ITB includes services.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

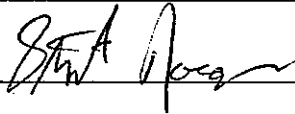
36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

Invitation to Bid 20093
Aluminum and Copper Cable

The bidder agrees to accept the City's terms and conditions without any exceptions.

Company: GRAYBAR ELECTRIC COMPANY, INC.

Authorized Representative: 

Title: DIRECTOR, FINANCE

AFFIDAVIT

STATE OF MISSOURI)

) SS.

COUNTY OF ST. LOUIS)

Stuart Jaeger _____ of the City of St. Louis _____

_____, County of St. Louis _____, State of Missouri _____,

being duly sworn on her or his oath, deposes and says:

1. That I am the _____ Director, Finance _____ (Title of Affiant) of
Graybar Electric Company, Inc. _____ (Name of Bidder) and have
been authorized by said bidder to make this affidavit on the bidder's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City
employee is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor
is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest
would arise if any person named in this section is in a position to affect either the decision to solicit bids or the
selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which
bears upon anyone's response or lack of response to this Invitation; and
4. Bidder is responsible for submitting with his or her bid a record of any discussion with a Councilmember, City
Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee
regarding this invitation; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended
or debarred by the City of Independence, State of Missouri or Federal government.

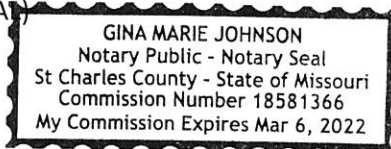
Graybar Electric Company, Inc. _____ (Name of Bidder)

By: Stuart Jaeger (Signature of Affiant)

Director, Finance _____ (Title of Affiant)

Subscribed and sworn to before me this 7th day of December, 2020.

(SEAL)



Gina Marie Johnson

NOTARY PUBLIC in and for the County of ST. CHARLES

State of MISSOURI

My commission expires: 3/6/22

**INVITATION TO BID 20093
ALUMINUM AND COPPER CABLE
(UNDERGROUND AND OVERHEAD)**

SCOPE

Independence Power & Light, (IP&L) a municipally owned utility of the City of Independence, Missouri (City), is seeking term and supply contracts for the purchase of overhead and underground, aluminum and copper cable. The initial time period covered will be from Notice of Award to November 30, 2021. It is expected that all sixty (60) months will be contracted for by IP&L, but it is expressly understood that renewal of this agreement for each successive 12-month period shall be subject to the availability of annual appropriation of funds each fiscal year from July 1 through June 30. The City reserves the right to make multiple awards. Bidders must accept the City's terms and conditions in order to be considered for award.

QUANTITY AND DELIVERY

The agreement will consist of five (5) terms as listed below

- First Term - Notice of Award – November 30, 2021
- Second Term - December 1, 2021 – November 30, 2022
- Third Term - December 1, 2022 – November 30, 2023
- Fourth Term - December 1, 2023 – November 30, 2024
- Fifth Term - December 1, 2024 – November 30, 2025

Total quantities listed for each line item on the Estimated Yearly Usage section are IP&L projections for the first twelve (12)-month period, but may be increased or decreased as set out above dependent on IP&L needs.

EMERGENCY CONTACT

The successful Vendor must provide to IP&L the name and telephone number for a twenty-four (24) hour emergency contact person with the authority to order and execute emergency shipments of backup units stored by Vendor.

ADDITIONAL CABLE

IP&L reserves the right to add additional types and sizes of cable to this contract in addition to those shown on the pricing. Pricing of units not initially included in this contract shall be as negotiated between the parties. All conditions of this contract shall apply to any additional items.

SHIPMENT AUTHORIZATION

IP&L's purchase order shall serve as authorization for shipment. Releases will be issued when materials are ordered on an as needed basis.

ESCALATION/DE-ESCALATION

Present your escalation/de-escalation formulas and index for copper and aluminum, and the numbers used in the formula to compute changes in purchase price. Include a three-month history of your index figures. IP&L reserves the right to negotiate a change in the escalation/de-escalation clause as deemed necessary during the term of the contract.

Prices quoted shall include all freight, insurance and handling charges for delivery to Independence Power & Light, Dock A, 21500 East Truman Rd., Independence, Mo. 64056 (F.O.B. Destination).

RENEWAL PRICING

Renewal pricing must be submitted ninety (90) days prior to the renewal option annually.

TERMS OF PAYMENT

NET 30 Days.

RIGHT TO REJECT

IP&L reserves the right to reject any portion, or all of a shipment, due to Vendor or transit damage, improper packaging, or defect, and return cable to the Vendor, freight collects for immediate replacement.

CANCELLATION

IP&L reserves the right to cancel all or part of the undelivered portion of the contract if the Vendor does not make deliveries as specified, time being of the essence to this contract, or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor.

If inspection discloses that any part of the goods, materials, or merchandise received are not in accordance with IP&L specifications, IP&L shall have the right to cancel any unshipped portion of the contract. Payment for or signature for freight delivery at dock area for goods, materials or merchandise prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that IP&L may have against the Vendor. Defective goods, material or merchandise will be held for Vendor's instructions as to return shipping at Vendor's risk and will be returned at Vendor's expense.

IP&L reserves the right to cancel this contract by written notice, in accordance with the termination clause in the Terms & Conditions.

ERRORS IN QUOTATIONS

Each Vendor must carefully examine his quotation prior to submission. Failure to do so is at the Vendor's risk, and Vendor is responsible for any errors. Claim of oversight is not a basis for allowing withdrawal of a quotation after opening. There shall be no erasures in any quotation. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the Vendor's initials and date.

RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this request for quotations becomes property of IP&L.

ACCEPTANCE OR REJECTION OF QUOTATIONS

IP&L reserves the right to waive technical defects in quotations and to accept any quote(s) deemed most advantageous to the City. The City will consider quotes submitted on an all or nothing basis if the quote is clearly designated as such.

BID SUBMISSION REQUIREMENTS

The following documents must be included in the bid response:

1. Cover page;
2. Terms and conditions signature page;
3. Pricing pages;
4. Escalation/de-escalation formula.

MISCELLANEOUS

1. Informal insurance requirements apply. A current copy of the insurance certificate of the successful bidder (Contractor) must be on file in the Purchasing Division. It is the responsibility of the Contractor to have a valid certificate on file at all times during this agreement.
2. The bidder must accept the City's terms and conditions in order to be considered for award. A signature on the terms and conditions document is required.
3. The bid document, successful bidder's (Contractor) response and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response.

**INDEPENDENCE POWER & LIGHT
ESTIMATED YEARLY USAGE**

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
1	20-200-77	Ames	Bare AL. AAAC, 77.47, 7 str.	LB.	2088
2	20-201-95	Amherst	Bare AL. AAAC, 195.7, 7 str.	LB.	4200
3	20-205-59	Darien	Bare AL. AAAC 559.5 19 str	FT.	43,440
4	20-305-56	Dove	Bare, AL. ACSR, 556.6 26/7	LB.	7660
5	20-400-10	Quince XLP	1/0 AL, AA, poly covered	LB.	705
6	20-500-06	Shepard XLP	#6, 7 str. AL duplex w/ACSR	LB.	1572
7	20-600-02	Conch XLP	#2, 7 str. AL triplex w/ACSR	LB.	3712
8	20-600-04	Periwinkle XLP	#4, 7 str. AL. triplex W/ACSR	LB.	1890
9	20-600-06	Voluta XLP	#6, 7 str. AL. triplex W/ACSR	LB.	542
10	20-600-10	Neritina XLP	1/O, 7 str. AL. triplex W/ACSR	LB.	10,520
11	20-600-30	Mursia	3/O, 7 str. AL. triplex W/ACSR	LB.	867
12	20-700-10	Costena	1/O, 19 str. AL. quad. W/ACSR	LB.	701
13	20-700-40	Appaloosa	4/O, 19 str. AL. quad. W/ACSR	LB.	2402
14	21-400-10	Harvard	1/O, 19 str. AL. one cond. RHH-RHW	LB.	145
15	21-400-40	Beloit	4/O, 19 str. AL. one cond. RHH-RHW	LB.	270
16	21-403-50	Rutgers XLP	350 AL., 37 str. UG single cond.	FT.	1000
17	21-405-00	Emory	500 AL., 37 str. UG Single cond.	LB.	612
18	21-600-02	Ramapo	#2, 7str. AL. triplex, w/#2 neutral	LB.	1656
19	21-600-03	Vassar XLP	#4, 7 str. AL. triplex w/#4 neutral	LB.	970
20	21-600-10	Brenau	1/O, 19 str AL triplex w/#2 neutral	LB.	11,032
21	21-600-40	Sweetbriar	4/O, 19 str AL triplex w/2/O neutral	FT.	3000

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
22	21-603-50	Wesleyan XLP	350 MCM AL triplex w/4/O neutral	FT.	1000
23	21-800-00	#2 Primary	#2 AL 15 kv 175 mil No jacket.	FT.	2500
24	21-800-20	#2 Primary	#2 AL 15 kv 220 mil 1-cond.	LB.	13,956
25	21-900-20	4/O Primary	4/O, AL 15 kv 220 mil, 1-cond.	LB.	8734
26	21-910-01	1000 MCM	1000 MCM, AL 15 kv, 220 mil. EPR	FT.	11,000
27	24-080-04	#4 CU Bare	#4 bare CU, soft 200'/25# spools	FT.	400
28	24-100-02	#2 CU Bare	#2 bare CU, med. drawn, 7 stranded	LB.	200
29	24-100-40	4/O CU	4/O CU, bare, 19 str. Med. drawn	FT.	500
30	24-102-50	250 CU Bare	250 MCM CU, bare, 19 str on 200 lb reels	LB.	200
31	24-105-00	500 Copper	500 KCMIL, Bare CU., 37 str.	LB.	222
32	24-400-02	#2 Copper	#2 CU, poly, solid, soft drawn, 60 mil.	LB.	115
33	24-400-03	#2 Copper	#2 CU, poly, 7 strand Soft drawn	LB.	230
34	24-400-05	#6 Copper	#6 CU, Riser wire, 110 mil.	FT.	8000
35	24-400-07	#6 Copper	#6 CU solid, bare, Soft drawn	LB.	450
36	24-400-08	#8 Copper	#8 CU tie wire, bare, Soft drawn	LB.	150
37	24-400-10	1/O Copper	1/O, CU AWG, 7 str. Poly, med. drawn	LB.	560
38	24-400-30	3/O Copper	3/O, CU AWG, 19 str. Poly, med. drawn	LB.	572
39	24-403-50	350 Copper	350 CU, 19 str. Poly med-hard AWG	LB.	75
40	25-002-01	Switchboard wire	#14 AWG, SIS 600 volts.	FT.	500
41	25-003-01	#12	#12 XHHW, 1 cond. CU, str. RED	FT.	500
42	25-003-02	#12	#12 XHHW, 1 cond. CU, str. BLACK	FT.	500
43	25-003-03	#12	#12 XHHW, 1 cond. CU, str. BLUE	FT.	500
44	25-003-07	#12	#12 THHN, 1 cond. CU, str. RED	FT.	500

ITEM NUMBER	IP&L STOCK NUMBER	CODE NAME	DESCRIPTION AND STOCKING REQUIREMENTS	UOM	LAST YEARS USAGE
45	25-003-08	#12	#12 THHN, 1 cond. CU, str. BLACK	FT.	500
46	25-003-09	#12	#12 THHN, 1 cond. CU, str. BLUE	FT.	500
47	25-004-02	12/2	#12 AWG, 2 cond. CU no ground	FT.	8000
48	25-006-01	#10	#10 XHHW, 1 cond. WHITE	FT.	1500
49	25-006-02	#10	#10 XHHW, 1 cond. YELLOW	FT.	500
50	25-006-03	#10	#10 XHHW, 1 cond. BROWN	FT.	500
51	25-006-04	#10	#10 XHHW, 1 cond. ORANGE	FT.	500
52	25-006-05	#10	#10 XHHW, 1 cond. BLUE	FT.	0
53	25-006-06	#10	#10 XHHW, 1 cond. RED	FT.	500
54	25-006-08	#10	#10 XHHW, 1 cond. BLACK	FT.	0
55	25-006-10	#10	#10 THHN, 1 cond. CU, str. WHITE	FT.	0
56	25-006-11	#10	#10 THHN, 1 cond. CU, str. YELLOW	FT.	0
57	25-006-12	#10	#10 THHN, 1 cond. CU, str. BROWN	FT.	0
58	25-006-13	#10	#10 THHN, 1 cond. CU, str. ORANGE	FT.	0
59	25-007-01	#10 control cable	#10 CU, str. 2 cond. K-1 color code	FT.	0
60	25-007-02	#10 control cable	#10 CU, str., 4 cond. K-1 color code, EPR	FT.	2000
61	25-008-01	#2 XLP	#2 stranded, 1 cond., CU, UG	FT.	0
62	25-008-03	4/O Copper	4/O CU, AWG, RHH and VW1	FT.	1000
63	25-008-04	250 MCM	250 MCM CU, class B, RHH or VW-1	FT.	0
64	25-008-05	500 MCM	500 MCM, CU, RHH single cond.	FT.	0
65	25-903-50	350 MCM	350 MCM, CU, 15 kv 220 mil. EPR	FT.	0

Stock Item Specification Page

Stock Number: 20-200-77

Item No.: 1

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 77.47 AWG – 7 STRAND
CODE NAME “**AMES**” TO BE SHIPPED ON 696 POUND NON RETURNABLE REELS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10201203

Delivery to be 105 days after receipt of order.

Est. Quantity: 2088 POUNDS

Unit Cost: 223.28 CWT Total Cost: 4662.09

Stock Number: 20-201-95

Item No.: 2

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 195.7 AWG – 7 STRAND
CODE NAME “**AMHERST**” TO BE SHIPPED ON 1400-POUND (APPROX. 7620 FT) NON-
RETURNABLE REELS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10204601

Delivery to be 105 days after receipt of order.

Est. Quantity: 4200 POUNDS

Unit Cost: 201.06 CWT Total Cost: 8444.52

Stock Item Specification Page

Stock Number: 20-205-59

Item No.: 3

Description: CABLE, ALUMINUM, BARE 6201 ALLOY CONDUCTORS, 559.5 AWG – 19 STRAND.
CODE NAME "**DARIEN**" TO BE SHIPPED ON 3800 POUND (APPROX. 7,240 FT) NON-
RETURNABLE REELS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10208701

Delivery to be 105 days after receipt of order.

Est. Quantity: 43,440 FEET

Unit Cost: 1016.93 MFT Total Cost: 44175.44

Stock Number: 20-305-56

Item No.: 4

Description: ALUMINUM BARE WIRE 556.6 MCM ACSR, CODE NAME "**DOVE**" STRANDING 26
ALUM 7 STEEL ON 10,000 FOOT (7660 LBS) NON-RETURNABLE REELS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10144442

Delivery to be 105 days after receipt of order.

Est.Quantity: 7660 POUNDS

Unit Cost: 176.72 CWT Total Cost: 13536.75

Stock Item Specification Page

Stock Number: 20-400-10

Item No.: 5

Description: ALUMINUM, 1/0 AWG, AA, POLY COVERED, "**QUINCE**", ON 5,000 FT.
(705 LBS.) NON RETURNABLE REELS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10216023

Delivery to be 119 days after receipt of order.

Est.Quantity: 705 POUNDS

Unit Cost: 269.84 CWT Total Cost: 1902.37

Stock Number: 20-500-06

Item No.: 6

Description: CABLE, ALUMINUM, DUPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE
DROP CABLE, #6, 7-STRAND ACSR NEUTRAL WITH CROSS-LINKED POLY-
ETHYLENE INSULATION. CODE NAME "**SHEPERD XLP**" ON 30.18" NON-
RETURNABLE REELS OF 3,300 FT. (APPROX. 262 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10465301

Delivery to be 105 days after receipt of order.

Est. Quantity: 1572 POUNDS

Unit Cost: 377.78 CWT Total Cost: 5938.70

Stock Item Specification Page

Stock Number: 20-600-02

Item No.: 7

Description: CABLE, ALUMINUM TRIPLEX, NEUTRAL SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NETURAL. PHASE CONDUCTOR #2, 7-STRAND. NEUTRAL SIZE #2, 6/1 STR WITH CROSS-LINKED POLYETHYLENE INSULATION CODE NAME "**CONCH XLP**", TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1800 FEET (APPROX 464 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10484401

Delivery to be 105 days after receipt of order.

Est. Quantity: 3712 POUNDS

Unit Cost: 256.08 CWT Total Cost: 9505.69

Stock Number: 20-600-04

Item No.: 8

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #4, 7 STRAND, NEUTRAL SIZE #4, 6/1 STR. WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**PERIWINKEL XLP**" TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1500 FEET (APPROX. 270 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10483601

Delivery to be 105 days after receipt of order.

Est. Quantity: 1890 POUNDS

Unit Cost: 301.59 CWT Total Cost: 5700.05

Stock Item Specification Page

Stock Number: 20-600-06

Item No.: 9

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #6, 7-STRAND. NEUTRAL SIZE #6, 6/1 STR. WITH CROSS LINKED POLYETHYLENE INSULATION. CODE NAME "**VOLUTA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 2200 FEET (APPROX. 271 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10481001

Delivery to be 105 days after receipt of order.

Est. Quantity: 542 POUNDS

Unit Cost: 377.78 CWT Total Cost: 2047.57

Stock Number: 20-600-10

Item No.: 10

Description: CABLE, ALUMINUM, TRIPLES, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUTOR #1/0, 7-STRAND NEUTRAL SIZE #1/0 6/1 STR WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**NERITINA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1200 FEET (APPROX. 526 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10485101

Delivery to be 105 days after receipt of order.

Est. Quantity: 10,520 POUNDS

Unit Cost: 227.51 CWT Total Cost: 23934.05

Stock Item Specification Page

Stock Number: 20-600-30

Item No.: 11

Description: CABLE, ALUMINUM, TRIPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE ACSR NEUTRAL. PHASE CONDUCTOR #3/0, 19-STRAND. NEUT. SIZE #3/0, 6/1 STR. WITH CROSS-LINKED POLYEHTYLENE INSULATION. CODE NAME "**MERSIA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1300 FEET (APPROX. 867 LBS).

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10489301

Delivery to be 105 days after receipt of order.

Est. Quantity: 867 POUNDS

Unit Cost: 232.8 CWT Total Cost: 2018.38

Stock Number: 20-700-10

Item No.: 12

Description: CABLE, ALUMINUM, QUADRUPLX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE, ACSR NEUTRAL. PHASE CONDUCTOR #1/0, 19 STRAND. NEUTRAL SIZE #1/0, 6/1 STR. WITH CROSS LINKED POLYETHYLENE INSULATION. CODE NAME "**COSTENA XLP**". TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1200 FEET (APPROX. 701 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10531201

Delivery to be 105 days after receipt of order.

Est. Quantity: 701 POUNDS

Unit Cost: 240.21 CWT Total Cost: 1683.87

Stock Item Specification Page

Stock Number: 20-700-40

Item No.: 13

Description: CABLE, ALUMINUM, QUADRUPLX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE. ACSR NEUTRAL, PHASE CONDUCTOR #4/0, 19-STRAND NEUTRAL SIZE #4/0, 6/1 STR. WITH CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**APPALOOSA XLP**" TO BE SHIPPED ON WOODEN NON-RETURNABLE REELS OF 1100 FEET (APPROX. 1201 LBS)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10534601

Delivery to be 105 days after receipt of order.

Est. Quantity: 2402 POUNDS

Unit Cost: 221.16 CWT Total Cost: 5312.26

Stock Number: 21-400-10

Item No.: 14

Description: ALUMINUM, 1/0, 19 STRAND, 600 VOLT, SINGLE CONDUCTOR, O.D. .545", RHH-RHW-USE INSULATION. CODE NAME "**HARVARD**" ON 1000' REELS 145 POUNDS PER REEL.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10546006

Delivery to be 105 days after receipt of order

Est. Quantity: 145 POUNDS

Unit Cost: 305.82 CWT Total Cost: 443.44

Stock Item Specification Page

Stock Number: 21-400-40

Item No.: 15

Description: ALUMINUM, 4/O, 19 STR, 600 VOLT, SINGLE CONDUCTOR, UNDERGROUND
CABLE, RHH-RHW-USE INSULATION, 80 MILS - SPEC #CA21401 - CODE
WORD "**BELOIT**" ON 1000 FT N.R. REELS (APPROX. 270 LBS/REEL)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10549405

Delivery to be 105 days after receipt of order.

Est. Quantity: 270 POUNDS

Unit Cost: 211.64 CWT Total Cost: 571.43

Stock Number: 21-403-50

Item No.: 16

Description: SINGLE CONDUCTOR, 600 V UD CABLE, 350 KCMIL, 37 WIRE ALLOY
1350-H-19 ALUMINUM, 95 MILS, BLACK CROSSLINKED POLY INSULATION.
CODE NAME "**RUTGERS XLP**" SHIPPED ON 1000' NON RETURNABLE REELS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10551003

Delivery to be 105 days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: 960.85 MFT Total Cost: 960.85

Stock Item Specification Page

Stock Number: 21-405-00

Item No.: 17

Description: 500 MCM ALUMINUM SINGLE CONDUCTOR, 600 VOLT CABLE WITH CROSS-LINKED POLY INSULATION - CODE NAME "**EMORY**" TO BE SUPPLIED ON 1000 FT (612 LBS) NON RETURNABLE REELS - PER SPEC CA21402

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10552805

Delivery to be 105 days after receipt of order.

Est. Quantity: 612 POUNDS

Unit Cost: 207.41 CWT Total Cost: 1269.35

Stock Number: 21-600-02

Item No.: 18

Description: CABLE, 600-VOLT SECONDARY UNDERGROUND, TRIPLEXED WITH YELLOW NEUTRAL. PHASE CONDUCTORS: #2, 7 STRAND. NEUTRAL: #2, 7 STRAND. CROSS-LINKED POLYETHYLENE INSULATION. CODE NAME "**RAMAPO**" ON 1000 FT. NON-RETURNABLE REELS (276 LBS.)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 27265801

Delivery to be 105 days after receipt of order.

Est. Quantity: 1656 POUNDS

Unit Cost: 266.67 CWT Total Cost: 4416.06

Stock Item Specification Page

Stock Number: 21-600-03

Item No.: 19

Description: CABLE, ALUMINUM TRIPLEX. 600-VOLT UG #7 STRANDED – TO BE SHIPPED ON 1000 FOOT NON RETURNABLE REELS – PER SPEC. CA60004 - 194 LBS. PER REEL CODE NAME **VASSAR**.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 24166101

Delivery to be 105 days after receipt of order.

Est. Quantity: 970 POUNDS

Unit Cost: 302.65 CWT Total Cost: 2935.71

Stock Number: 21-600-10

Item No.: 20

Description: ALUMINUM TRIPLEX, 600 VOLT URD CABLE, 2 #1/0 (.537 O.D.) AND 1 #2 (.421 O.D.) WITH RHH-RHW-USE INSULATION, 19 STRANDED. CODE NAME "**BRENAU**" ON 1000' NON-RETURNABLE REELS – PER SPEC CA60010 ATTACHED – 19 STRANDED (APPROX. 410 LBS PER REEL) SUPERTUF XLS – NOT ACCEPTABLE

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 20572401

Delivery to be 105 days after receipt of order.

Est. Quantity: 11,032 POUNDS

Unit Cost: 225.4 CWT Total Cost: 24866.13

Stock Item Specification Page

Stock Number: 21-600-40

Item No.: 21

Description: CABLE, TRIPLEX, 600 VOLT URD, TWO 4/0, 19 STR PHASE CONDUCTORS & ONE 2/0, 19 STR YELLOW NEUTRAL CONDUCTOR W/CROSS – LINKED POLY INSULATION. CODE NAME “**SWEETBRIAR**” PER SPEC CA60010 – 1000’/REEL (726 LBS. PER REEL) SUPERTUF XLS NOT ACCEPTABLE

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 23702401

Delivery to be 105 days after receipt of order.

Est. Quantity: 3000 FEET

Unit Cost: 1383.07 MFT Total Cost: 4149.21

Stock Number: 21-603-50

Item No.: 22

Description: ALUMINUM TRIPLEX CONDUCTOR, 600 VOLT, 350 MCM-37 STRAND, WITH 4/0 19 STRAND YELLOW NEUTRAL - CODE NAME “**WESLEYAN XLP**” TO BE SHIPPED ON 1000' NON-RETURNABLE WOODEN REELS - PER SPEC CA60350

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 24251101

Delivery to be 105 days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: 2231.75 MFT Total Cost: 2231.75

Stock Item Specification Page

Stock Number: 21-800-00

Item No.: 23

Description: CABLE, ALUMINUM, 15 KV, #2 REA-U1 TYPE, TREE-RETARDANT CROSS-LINKED POLYETHYLENE INSULATED (175 MIL THICKNESS), NON-JACKETED URD/UD STYLE PRIMARY CABLE WITH EASY STRIP INSULATION SHIELD. CABLE SHALL BE SUPPLIED ON 2500 FOOT NON-RETURNABLE REELS PER SPECIFICATION #25-000-00 (900 LBS) IMPORTANT - **NEUTRAL IS NOT INSULATED!!!**

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 61616101

Delivery to be 189 days after receipt of order.

Est. Quantity: 2500 FEET

Unit Cost: 1746.03 MFT Total Cost: 4365.08

Stock Number: 21-800-20

Item No.: 24

Description: ALUMINUM WIRE #2 15KV REA-U1 TYPE TREE RETARDANT CROSSLINKED POLYETHYLENE INSULATED (220 MIL THICKNESS), JACKETED URD/UD STYLE PRIMARY CABLE W/EASY STRIP ON 2500' REELS/APPX. 1368 LB – 25-000-00 220 MIL ONLY

MFG Name Quoting: Okonite

MFG Catalog # Quoting: 163-23-3060

Delivery to be 21 days after receipt of order.

Est. Quantity: 13,956 POUNDS

Unit Cost: 1764.02 MFT Total Cost: 22050.26

Stock Item Specification Page

Stock Number: 21-900-20

Item No.: 25

Description: ALUMINUM WIRE 4/0 15 KV REA-U1 TYPE TREE RETARDANT CROSS-LINKED
POLYETHYLENE INSULATED, JACKETED URD/UD STYLE PRIMARY CABLE WITH
EASY STRIP INSULATION SHIELD PER SPEC 25-000-00 -2500FT/2030LB REEL
220 MIL INSULATION ONLY

MFG Name Quoting: Okonite

MFG Catalog # Quoting: 162-23-3081

Delivery to be 21 days after receipt of order.

Est. Quantity: 8734 POUNDS

Unit Cost: 2529.1 MFT Total Cost: 22089.16

Stock Number: 21-910-01

Item No.: 26

Description: CABLE, 1000 MCM STRANDED ALUMINUM, 1 CONDUCTOR, 15 KV, JACKETED
URD/UD STYLE PRIMARY CABLE WITH EASY STRIP INSULATION SHIELD.
220 MIL EPR INSULATION TO BE SHIPPED ON 2,000 FOOT NON RETURNABLE
REELS. 11,000 feet is minumum order per Manufacturer.

MFG Name Quoting: Okonite

MFG Catalog # Quoting: 162-23-3099

Delivery to be 21 days after receipt of order.

Est. Quantity: 11,000 FEET

Unit Cost: 8412.7 MFT Total Cost: 92539.70

Stock Number: 24-080-04

Item No.: 27

Description: COPPER, #4, BARE, SOFT DRAWN ANNEALED. PER ASTM SPECIFICATION B3
SOFT AND ANNEALED SOLIDS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10644302

Delivery to be 49 days after receipt of order.

Est.Quantity: 400 FEET

Unit Cost: 584.13 MFT Total Cost: 233.65

Stock Number: 24-100-02

Item No.: 28

Description: COPPER, BARE, NO.2, AWG STR 7, MEDIUM-HARD DRAWN ON
NON-RETURNABLE REEL. 200 POUNDS PER REEL.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10687208

Delivery to be 49 days after receipt of order.

Est. Quantity: 200 POUNDS

Unit Cost: 517.46 CWT Total Cost: 1034.92

Stock Item Specification Page

Stock Number: 24-100-40

Item No.: 29

Description: COPPER, BARE, 4/O, 19 STRAND, MEDIUM DRAWN ON NON-RETURNABLE REEL. 327 LBS. (500') PER REEL. (653 LBS. PER 1000 FT.)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 13518602

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 3089.95 MFT Total Cost: 1544.98

Stock Number: 24-102-50

Item No.: 30

Description: COPPER, BARE, 250 MCM, 19 STR. MHD, ON NON-RETURNABLE REEL. 200 POUNDS PER REEL.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10709416

Delivery to be 49 days after receipt of order.

Est. Quantity: 200 POUNDS

Unit Cost: 469.84 CWT Total Cost: 939.68

Stock Item Specification Page

Stock Number: 24-105-00

Item No.: 31

Description: COPPER, BARE, 500 KCMIL, 37 STRAND.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10720103

Delivery to be 49 days after receipt of order.

Est. Quantity: 222 POUNDS

Unit Cost: 467.72 CWT Total Cost: 1038.34

Stock Number: 24-400-02

Item No.: 32

Description: COPPER, #2 AWG, 60 MIL, SOLID, POLY SOFT DRAWN.
(500 FT.) 111 POUND REEL. (222 LBS PER 1000')

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10920720

Delivery to be 77 days after receipt of order.

Est.Quantity: 115 POUNDS

Unit Cost: 994.71 MFT Total Cost: 99.47

Stock Item Specification Page

Stock Number: 24-400-03

Item No.: 33

Description: COPPER WIRE #2, 7 STRAND SOFT TEMPER, POLY COVERED, TO BE SHIPPED
ON WOODEN NON-RETURNABLE 500 FT. REELS (115 LBS.)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10929837

Delivery to be 77 days after receipt of order.

Est. Quantity: 230 POUNDS

Unit Cost: 531.22 CWT Total Cost: 1221.81

Stock Number: 24-400-05

Item No.: 34

Description: TRANSFORMER RISER WIRE, #6 SOLID COPPER, ANNEALED (SOFT DRAWN)
WITH 110 MIL POLYETHYLENE COVERING, ON 500' HAND COIL

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 14275201

Delivery to be 77 days after receipt of order.

Est. Quantity: 8000 FEET

Unit Cost: 551.32 MFT Total Cost: 4410.56

Stock Item Specification Page

Stock Number: 24-400-07

Item No.: 35

Description: #6 SOFT DRAWN SOILD COPPER WIRE (25 POUNDS PER SPOOL)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10638508

Delivery to be 49 days after receipt of order.

Est. Quantity: 450 POUNDS

Unit Cost: 467.72 CWT Total Cost: 2104.74

Stock Number: 24-400-08

Item No.: 36

Description: BARE SOFT DRAWN COPPER WIRE #8 – 25 POUNDS PER COIL

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10632827

Delivery to be 49 days after receipt of order.

Est. Quantity: 150 POUNDS

Unit Cost: 525.93 CWT Total Cost: 788.90

Stock Item Specification Page

Stock Number: 24-400-10

Item No.: 37

Description: COPPER, #1/0 AWG. 7 STR, POLY COVERED, MEDIUM DRAWN, TO BE
DELIVERED ON 1400 FT. NON-RETURNABLE REELS
(APPROXIMATELY 560 LBS PER REEL)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10933021

Delivery to be 77 days after receipt of order.

Est. Quantity: 560 POUNDS

Unit Cost: 1887.83 MFT Total Cost: 2597.65

Stock Number: 24-400-30

Item No.: 38

Description: COPPER, 3/0 AWG 19 STR, POLYETHYLENE COVERED. TO BE DELIVERED ON
NON-RETURNABLE REELS. - 1000 FT PER REEL - APPROX. 572 LBS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 68041337

Delivery to be 77 days after receipt of order.

Est.Quantity: 572 POUNDS

Unit Cost: 548.15 CWT Total Cost: 3135.42

Stock Item Specification Page

Stock Number: 24-403-50

Item No.: 39

Description: COPPER, 350 MCM, POLY COVERED, MEDIUM HARD AWG ON NON RETURNABLE
650 FT REELS, 19 STRANDED. (740#'S)

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 10949637

Delivery to be 77 days after receipt of order.

Est. Quantity: 740 POUNDS

Unit Cost: 521.69 CWT Total Cost: 391.27

Stock Number: 25-002-01

Item No.: 40

Description: COPPER, #14 AWG, 41 STRAND, 600 VOLT SWITCHBOARD WIRE PER
SPEC #CC00201 - 500 FOOT COILS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 61686502

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 150.26 MFT Total Cost: 75.13

Stock Item Specification Page

Stock Number: 25-003-01

Item No.: 41

Description: COPPER, #**12 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED, ON 500 FT SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37103971

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 184.13 MFT Total Cost: 92.07

Stock Number: 25-003-02

Item No.: 42

Description: COPPER, #**12 XHHW** 1 CONDUCTOR, 600 VOLT, STRANDED,
BLACK ON 500 FOOT SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 11293871

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 182.01 MFT Total Cost: 91.01

Stock Item Specification Page

Stock Number: 25-003-03

Item No.: 43

Description: COPPER, #**12 XHHW**, 1 CONDUCTOR, 600 VOLT, STRANDED,
BLUE, ON 500 FOOT SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37104771

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 183.07 MFT Total Cost: 91.54

Stock Number: 25-003-07

Item No.: 44

Description: COPPER, #**12 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED ON 500 FT. SPOOLS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22966601

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 144.97 MFT Total Cost: 72.49

Stock Item Specification Page

Stock Number: 25-003-08

Item No.: 45

Description: COPPER, #**12 THHN** 1 CONDUCTOR, 600 VOLT, STRANDED,
BLACK ON 500 FOOT SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22964101

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 144.97 MFT Total Cost: 72.49

Stock Number: 25-003-09

Item No.: 46

Description: COPPER, #**12 THHN**, 1 CONDUCTOR, 600 VOLT, STRANDED,
BLUE ON 500 FOOT SPOOLS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22967401

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 144.97 MFT Total Cost: 72.49

Stock Item Specification Page

Stock Number: 25-004-02

Item No.: 47

Description: COPPER, #12 AWG, 2 CONDUCTOR, TYPE UF SOLID, 600 VOLT WITHOUT
GROUNDWIRE IN 1000 FOOT REELS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 13049201

Delivery to be 77 days after receipt of order.

Est. Quantity: 8000 FEET

Unit Cost: 287.83 MFT Total Cost: 2302.64

Stock Number: 25-006-01

Item No.: 48

Description: COPPER, #10 XHHW, 1 CONDUCTOR, 600 VOLT STRANDED,
WHITE, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37112003

Delivery to be 49 days after receipt of order.

Est. Quantity: 1500 FEET

Unit Cost: 261.38 MFT Total Cost: 392.07

Stock Item Specification Page

Stock Number: 25-006-02

Item No.: 49

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
YELLOW, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37115303

Delivery to be 49 days after receipt of order.

Est.Quantity: 500 FEET

Unit Cost: 261.38 MFT Total Cost: 130.69

Stock Number: 25-006-03

Item No.: 50

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
BROWN, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37118703

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 261.38 MFT Total Cost: 130.69

Stock Item Specification Page

Stock Number: 25-006-04

Item No.: 51

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
ORANGE, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37117903

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 261.38 MFT Total Cost: 130.69

Stock Number: 25-006-05

Item No.: 52

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
BLUE, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37114603

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 261.38 MFT Total Cost: 0.00

Stock Item Specification Page

Stock Number: 25-006-06

Item No.: 53

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
RED, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 37113803

Delivery to be 49 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 261.38 MFT Total Cost: 130.69

Stock Number: 25-006-08

Item No.: 54

Description: COPPER, #**10 XHHW**, 1 CONDUCTOR, 600 VOLT STRANDED,
BLACK, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 11294604

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 261.38 MFT Total Cost: 0.00

Stock Item Specification Page

Stock Number: 25-006-10

Item No.: 55

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
WHITE, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22974001

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 221.16 MFT Total Cost: 0.00

Stock Number: 25-006-11

Item No.: 56

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
YELLOW, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22978101

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 220.11 MFT Total Cost: 0.00

Stock Item Specification Page

Stock Number: 25-006-12

Item No.: 57

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
BROWN, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22980701

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 220.11 MFT Total Cost: 0.00

Stock Number: 25-006-13

Item No.: 58

Description: COPPER, #**10 THHN**, 1 CONDUCTOR, 600 VOLT STRANDED,
ORANGE, ON 500' SPOOLS

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 22979901

Delivery to be 49 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 220.11 MFT Total Cost: 0.00

Stock Item Specification Page

Stock Number: 25-007-01

Item No.: 59

Description: COPPER WIRE #10 AWG, 2 CONDUCTOR, STRANDED, 600 VOLT CONTROL CABLE, TYPE CT-B

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 57313501

Delivery to be 63 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 893.12 MFT Total Cost: 0.00

Stock Number: 25-007-02

Item No.: 60

Description: COPPER, #10 AWG, STRANDED, 4 CONDUCTOR, 600 VOLT CONTROL CABLE COLORS TO BE BLACK, WHITE, RED, GREEN ONLY.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 61908801

Delivery to be 63 days after receipt of order.

Est. Quantity: 2000 FEET

Unit Cost: 1407.41 MFT Total Cost: 2814.82

Stock Item Specification Page

Stock Number: 25-008-01

Item No.: 61

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTM B8, #2 AWG, LOW VOLTAGE POWER CABLE, TYPE USE OR RHH AND VW-1 600 VOLT, SINGLE CONDUCTOR, SEVEN STRAND ON 1000' NON-RETURNABLE REELS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 11349801

Delivery to be 77 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 1204.23 MFT Total Cost: 0.00

Stock Number: 25-008-03

Item No.: 62

Description: CONDUCTOR, COPPER 4/0 AWG, LOW VOLTAGE POWER CABLE, TYPE USE OR RHH AND VW-1, 600 VOLT SINGLE CONDUCTOR ON 1,000' NON-RETURNABLE REELS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 11354801

Delivery to be 77 days after receipt of order.

Est. Quantity: 1000 FEET

Unit Cost: 3641.27 MFT Total Cost: 3641.27

Stock Item Specification Page

Stock Number: 25-008-04

Item No.: 63

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTM B8, 250 MCM,
LOW VOLTAGE POWER CABLE TYPE USE OR RHH AND VW-1, 600 VOLT,
SINGLE CONDUCTOR ON 1000' NON-RETURNABLE REELS.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 11355501

Delivery to be 77 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 4316.4 MFT Total Cost: 0.00

Stock Number: 25-008-05

Item No.: 64

Description: COPPER, 600 VOLT, 500 MCM STRANDED, SINGLE COND., XLPE 95 MIL.
SEE SPECIFICATION #CC00801 ATTACHED.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 50898628

Delivery to be 105 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 8829.63 MFT Total Cost: 0.00

Stock Item Specification Page

Stock Number: 25-903-50

Item No.: 65

Description: CABLE, 350 MCM STRANDED COPPER, 1 CONDUCTOR, 15 KV, JACKETED
URD/UD STYLE PRIMARY CABLE WITH EASY-STRIP INSULATION SHIELD,
220 MIL EPR INSULATED TO BE SHIPPED ON 1000 FOOT NON RETURNABLE
REELS PER SPECIFICATION 25-000-00 ATTACHED.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 58553401

Delivery to be 189 days after receipt of order.

Est. Quantity: 0 FEET

Unit Cost: 10516.4 MFT Total Cost: 0.00

EMERGENCY CONTACT

The successful Vendor must provide to IP&L the name and telephone number for a twenty-four (24) hour emergency contact person with the authority to order and execute emergency shipments of backup units stored by Vendor.

Name: Brandon Gibson

Title: Outside Sales Rep

Primary telephone number: (816) 421-9014

Alternate telephone number: (816) 506-7706

SPECIFICATION CA60004

ALUMINUM CABLE, TRIPLEX, 600-VOLT UNDERGROUND
CONSISTING OF TWO-PHASE CONDUCTORS, #4, 7 STRAND
AND ONE YELLOW NEUTRAL CONDUCTOR, #4, 7 STRAND
WITH CROSS-LINKED POLYETHYLENE INSULATION

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED)
POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW
OR TYPE USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS
44 AND 854. THE INSULATION THICKNESS SHALL BE 60 MILS.

APPROVED SUPPLIERS

ALCO RENYOLDS CABLE-CON

BIDDERS WILL SUPPLY MANUFACTURER'S NAME AT THE TIME OF QUOTATION THE
"REQUEST FOR QUOTATION" FORM.

SHIPPING

TO BE SHIPPED ON 1,000' NON-RETURNABLE REELS. REELS CONTAINING MORE THAN 1,000'
WILL NOT BE ACCEPTED.

21-600-03

SPECIFICATION CA60010

600-VOLT TRIPLEX UNDERGROUND CABLE

CONDUCTOR TYPE AND SIZE

THIS SPECIFICATION COVERS EC GRADE ALUMINUM, CLASS "B" STRANDED CONDUCTORS PER ASTM-B-231, MAXIMUM OPERATING TEMPERATURE 90 DEGREES FARENHEIT CONTINUOUS, IN SIZES FROM #1 TO AND INCLUDING 4/0. CONDUCTOR SIZES ARE LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED) POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW-USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS 44 AND 854. THE INSULATION THICKNESS SHALL BE 80 MILS.

CABLE ASSEMBLY

THE CONDUCTORS SHALL BE TWISTED UPON EACH TO FORM A TRIPLEX CABLE CONSISTING OF TWO OR THE LARGE SIZE CONDUCTORS SPECIFIED AND ONE OF THE SMALLER SIZE CONDUCTOR SPECIFIED. THE SMALL CONDUCTOR SHALL BE OF YELLOW COLOR.

IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF EACH CONDUCTOR AT INTERVALS NOT EXCEEDING 24 INCHES. MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

CABLE SHALL BE SHIPPED ON NON-RETURNABLE REELS OF THE SIZE SHOWN ON THE "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER". THE CABLE SHALL BE PROTECTED BY PAPER LAGGING OF NOT LESS THAN 1/8" THICKNESS.

21-600-10 BRENAU
21-600-40 SWEETBRIAR

SPECIFICATION CC00801

SINGLE CONDUCTOR, 600 VOLT POWER CABLE

THIS SPECIFICATION COVERS 600 VOLTS SINGLE STRANDED COPPER CONDUCTOR POWER CABLES. CONDUCTOR SIZES SHALL BE AS LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" OR "PURCHASE ORDER" FORM.

CONDUCTOR

THE CONDUCTOR SHALL BE CLASS B STRANDED ANNEALED COPPER (ICEA S-66-524 PART 2).

INSULATION

THE INSULATION SHALL BE CROSS-LINKED POLYETHYLENE XLPE (ICEA S-66-524 PART 3) WITH INSULATION THICKNESS AS LISTED BELOW.

CONDUCTOR SIZE (AWG OR MCM)	INSULATION THICKNESS (MILS (ICEA S-66-524 TABLE 3-1)
14-9	45
8-2	60
1-4/0	80
225-500	95
525-1000	110

TEMPERATURE RATING

CABLES SHALL BE SUITABLE FOR OPERATION IN WET OR DRY LOCATIONS UNDER THE FOLLOWING MAXIMUM CONDUCTOR TEMPERATURES:

90 DEGREES CENTIGRADE - CONTINUOUS - DRY LOCATIONS
75 DEGREES CENTIGRADE - CONTINUOUS - WET LOCATIONS

FACTORY TESTS

ALL CABLE SHALL BE TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF ICEA S-66-524.

CABLE IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE OUTER SURFACE OF THE ASSEMBLED CABLE AT INTERVALS NOT EXCEEDING 24 INCHES. MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SPECIFICATION CC00201

CABLE, SINGLE CONDUCTOR, 600 VOLT SWITCHBOARD WIRE

CONDUCTOR

THE SPECIFICATION COVERS STANDARD ROUND COATED COPPER, STAND CLASS B, MAXIMUM OPERATING TEMPERATURE OF 90 DEGREES CENTIGRADE, IN SIZES AS LISTED ON THE ATTACHED "REQUESTED FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CROSS-LINKED POLYETHYLENE.

TEST

THE WIRE SHALL MEET THE VERTICAL FLAME TEST REQUIREMENTS PER IP-CEA S-19-81, PAR. 6.19.6.

IDENTIFICATION

THE DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF THE CABLE AT INTERVALS NOT EXCEEDING 24 INCHES. THE MARKINGS SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

THE CABLE SHALL BE SHIPPED IN COILS PACKED IN HEAVY CARDBOARD CARTONS. THE LENGTH NOT TO EXCEED 500 FEET IN ANY ONE COIL.

DATED 9/20/73

25-002-01

SPECIFICATION CA60350
600 VOLT TRIPLEX URD CABLE

CONDUCTOR TYPE AND SIZES

THIS SPECIFICATION COVERS EC GRADE ALUMINUM, CLASS "B" STRANDED CONDUCTORS PER ASTM B-231, MAXIMUM OPERATING TEMPERATURE 90 DEGREES CENTIGRADE CONTINUOUS, IN SIZES FROM 250 MCM THROUGH 500 MCM. CONDUCTOR SIZES ARE LISTED ON THE ATTACHED "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER".

INSULATION

THE INSULATION SHALL BE CHEMICALLY CROSS-LINKED (VULCANIZED) POLYETHYLENE AS LISTED BY UNDERWRITERS LABORATORIES, INC. AS TYPE RHH-RHW-USE IN ACCORDANCE WITH IPCEA S-66-524, NEMA WC7-1971 AND UL STANDARDS 44 AND 854. THE INSULATION THICKNESS SHALL BE 95 MILS.

CABLE ASSEMBLY

THE CONDUCTORS SHALL BE TWISTED UPON EACH OTHER TO FORM A TRIPLEX CABLE CONSISTING OF TWO LARGE SIZE PHASE CONDUCTORS AND ONE SMALL SIZE NEUTRAL CONDUCTOR AS SPECIFIED. THE NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A CONTINUOUS YELLOW COLORED STRIPE EXTRUDED ALONG THE SURFACE OF THE INSULATION.

IDENTIFICATION

A DURABLE MARKING SHALL BE PROVIDED ON THE SURFACE OF EACH CONDUCTOR AT INTERVALS NOT EXCEEDING 24". MARKING SHALL INCLUDE MANUFACTURER'S NAME, INSULATING MATERIAL, CONDUCTOR SIZE AND VOLTAGE CLASS.

SHIPPING

CABLE SHALL BE SHIPPED ON NON-RETURNABLE REELS OF THE SIZE SHOWN ON THE "REQUEST FOR QUOTATION" AND/OR "PURCHASE ORDER" AND SHALL BE PROTECTED BY PAPER LAGGING OF NOT LESS THAN 1/8" THICKNESS.

REVISED 5/2/83

21-603-50 WESLEYAN

SPECIFICATION CA-80001

**15 kV TR XLPE / EPR INSULATED,
CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE
WITH EASY-STRIP INSULATION SHIELD
13200 GRD Y/7620 VOLT**

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 1 of 5

1. Scope

This specification covers the construction mechanical and electrical requirements for Tree Retardant Crosslinked Polyethylene (TRXLP) &/or Ethylene Propylene Rubber (EPR) insulated, concentric neutral, jacketed primary distribution power cables.

The cable is intended to be operated on a 60 Hz single-phase or three-phase system with a solidly grounded neutral. It shall be suitable for installation in conduit or direct burial in earth, for wet or dry locations, and in open air in sunlight.

Note: This Specification supersedes all previous Specifications including: 25-000-00, CA-80000, CA-80002, CA-90002, CA-90350 & CC-00901.

2. General Requirements

2.1. Cable shall be supplied in the various sizes & lengths as shown on any attached Request for Quotation (RFQ) or Purchase Order (PO).

2.2. The cable manufacturer shall have on file with the Distribution Standards Department at IPL, prior to the shipment of cable, documentation showing ratings, dimensions and all pertinent information for each size and design of cable the vendor wishes to supply.

3. Standards

3.1. The cable shall be in compliance with the requirements of the latest editions of RUS Bulletin 1728F-U1, AEIC, ICEA, ASTM, (B-8, B230, B231) & NEMA, except where they conflict with the requirements of this specification. In case of conflict, these specifications shall govern.

3.2. The cable shall have the conductor shield, insulation and insulation shield applied in a triple extrusion process where all three are applied in the same extrusion operation and cured simultaneously. The curing process shall be dry-cure or steam-cured.

4. Testing

4.1. Manufacturer's standard production testing shall be performed on all cable lengths and supplied on request.

SPECIFICATION CA-80001

**15 kV TR XLPE / EPR INSULATED,
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13200 GRD Y/7620 VOLT**

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 2 of 5

5. Specific Requirements

Standard IPL Cable Sizes

Conductor Size

(AWG/kcmil) Conductor Type AWG Strand

Count

Insulation

Type

Insulation

Thickness

#2 Aluminum 7x

TR XLPE

or EPR

220 mils

4/0 Aluminum 19x

TR XLPE

or EPR

220 mils

350 Copper 37x EPR 220 mils

750 Copper 61x EPR 220 mils

1000 MCM Aluminum 61x EPR 220 mils

Table 1

5.1. Center Conductor

5.1.1. If the insulated center conductor is aluminum, the conductor temper shall be hard drawn (H19) in accordance with ASTM-B-230/231 or three-quarter hard (H16 or H26) in accordance with ASTM-B-609.

5.1.2. If the insulated center conductor is copper, the conductor temper shall be in accordance with ASTM-B-8.

5.1.3. Conductor shall be compressed in accordance with ASTM standards.

5.1.4. Center conductor shall contain a strand filling compound that meets, or exceeds, requirements set forth by ICEA T-31-610 testing.

5.2. Conductor Shield

5.2.1. The conductor shield shall be extruded and shall consist of black, super smooth, extra clean semiconducting crosslinked polymer, or EPR, compatible with the insulation in accordance with AEIC CS8-13 and ICEA S-94-649-13.

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15 kV TR XLPE / EPR INSULATED,

CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE WITH EASY-STRIP INSULATION SHIELD

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 3 of 5

5.3. Insulation

5.3.1. The insulation shall be unfilled tree-retardant crosslinked polyethylene in accordance with ICEA S-94-649-13 Part 4.1, or ethylene-propylene-rubber (EPR).

5.3.2. The nominal insulation thickness shall be 220 mils for 15 kV cable or specified on the purchase order in accordance with ICEA S-94-649-13.

5.4. Insulation Shielding

5.4.1. The insulation shield shall be extruded and shall consist of one layer of black easy stripping semiconducting crosslinked polymer. The polymer shall be Borealis LE-0520 for TR XPLE & Borealis LE-0315 for EPR, or a British Petroleum equivalent based on insulation material. The insulation shield shall be applied directly over the insulation in accordance with ICEA S-94-649-13 Part 5.4.1.1 and ICEA T-27-581/NEMA WC-53-2008, with the following exceptions:

5.4.1.1. One-half (1/2) inch wide longitudinally cut strips at room temperature shall have stripping tensions in accordance with the following table:

Conductor Size
(AWG/kcmil)

Insulation Shield Stripping Tension (lbs.)

Minimum Maximum

#2 – 4/0 3 18

350 3 24

750 3 24

1000 3 24

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15 kV TR XLPE / EPR INSULATED,

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WITH EASY-STRIP INSULATION SHIELD**

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

JBG ST 10/6/15 SPECIFICATION CA-80001

INDEPENDENCE POWER & LIGHT Page 4 of 5

5.5. Concentric Neutral

The concentric neutral shall consist of annealed uncoated solid copper wires. The concentric neutral wires shall be applied helically and equally spaced directly over the insulation shield. The number and size of the concentric neutral wires shall be as indicated in the following table:

Conductor Size
(AWG/kcmil)

Concentric Neutral

Number Size

#2 Al 10 14

4/0 Al 11 14

350 Cu 18 12

750 Cu 25 10

1000 Al 21 10

5.6. Overall Cable Jacket

5.6.1. A black, linear low density polyethylene (LLDPE), insulating jacket shall be extruded over the concentric neutral. The jacket shall be extruded-to-fill.

5.6.2. The jacket thickness and cable dimensions over the jacket shall be in accordance with ICEA S-94-649-13.

5.6.3. Outer jacket shall include RED stripe(s) indicative of electric cable.

6. Packaging

6.1. Cable shall be protected by paper lagging of not less than 1/8 inch thickness.

6.2. All reels shall be wood and non-returnable.

SPECIFICATION CA-80001

15 kV TR XLPE / EPR INSULATED,

**CONCENTRIC NEUTRAL, JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE
WITH EASY-STRIP INSULATION SHIELD**

13200 GRD Y/7620 VOLT

PREPARED REVISED 15kV TR XLPE / EPR INSULATED, CONCENTRIC NEUTRAL,
JACKETED URD STYLE PRIMARY DISTRIBUTION CABLE

BY APR DATE BY DATE WITH EASY-STRIP INSULATION SHIELD

Note: Invoices may not be processed for payment until cables/reels have been inspected and/or testing verified.

End of Specification

1. Prices quoted are firm for one year except for metals. The base price of aluminum is \$107 CWT and the base price of copper is \$350 CWT. Price subject to update every 30 days on the first of the month subject to the Commodity Index Terms based on the suppliers formula index calculations (to be provided with the bid) on the last day of the previous month. The suppliers terms are to not hold firm pricing and our cost will be based on the commodity index in place at the time of shipment. The price to IPL will be based on the firm 30-day contract pricing arrangement in place at the time of shipment, agreed to based on the firm quotations provided on the first day of every month.
2. Quoted lead times are based on current market conditions provided by the manufacturers
3. Most of the wire quoted on this bid will be delivered via Graybar Truck out of Kansas City
4. Freight is allowed and paid on normal orders. Exceptions will be incurred on expedited shipments.

**GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
 2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
 3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
 4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
 5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
 6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill as a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.**
 7. **PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
 8. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
 9. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
 10. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
 11. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
 12. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
 13. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
 14. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
 15. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
 16. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
 17. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
 18. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
-

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.



Adjustable Blanket Contract Policy

The following addresses Southwire Company's standard pricing policy for long-term Adjustable priced contracts. Southwire standard escalation/de-escalation procedure is as follows:

ALUMINUM PRICE ADJUSTMENT POLICY

Southwire's aluminum base is the average of the METALS WEEK U.S. Transaction daily prices (including Midwest Premium) for the previous month. Invoice prices will be adjusted by the following procedures:

CONDUCTOR AND CABLE PRICED PER CWT

Unit Price Adjustment = (% Aluminum Content) X (Amount of change of the Aluminum Base/Cwt).

CONDUCTOR AND CABLE PRICED PER MFT

Unit Price Adjustment = (Weight of Aluminum/Mft divided by 100) X (Amount of change of the Aluminum Base/Cwt).

COPPER PRICE ADJUSTMENT POLICY

Southwire's copper base is the average of the daily closing COMEX prices for the previous month. Invoice prices will be adjusted by the following procedures:

CONDUCTOR PRICED PER CWT

Unit Price Adjustment = (% Copper Content) X (Amount of Increase or Decrease of the Metal Base/Cwt).

CONDUCTOR PRICED PER MFT

Unit Price Adjustment = (Weight of Copper/Mft divided by 100) X (Amount of Increase or Decrease of the Metal Base/Cwt).

All contracts are entered into with the expectation that while the actual volumes may vary from the requested amounts, that such variation should be reasonable. In such cases as actual volume variances may exceed $\pm 15\%$, Southwire reserves the right to limit the additional volume or cancel the contract in the case of volume shortfall.



Adjustable Blanket Contract Policy - continued

All blanket contracts are priced based on the assumption that Southwire's raw material, energy and transportation costs will remain relatively stable for the duration of the contract period. Notwithstanding anything to the contrary within the contract agreement, Southwire reserves the right to modify prices upon a material increase in any of such costs.

STEEL

In the event of an increase from Southwire's supplier(s) equal to or greater than \$0.03 per pound per event or \$0.03 per pound aggregate since the previous announced increase, Southwire will notify the buyer of the change, providing either new unit pricing based upon the steel content of the material ordered or a percentage per effected product type.

WIRE COVERING MATERIALS (COMPOUND)

In the event of an increase from Southwire's supplier(s) equal to or greater than \$0.02 per pound per event or \$0.02 per pound aggregate since the previous announced increase, Southwire will notify the buyer of the change, providing either new unit pricing based upon compound requirements of the material ordered or a percentage per effected product type.

OTHER COSTS

Every effort will be made to contain costs of other major components including other raw materials, energy, transportation, packaging, and other related costs. However, in the event of a significant increase in such costs, Southwire and the buyer agree to renegotiate prices for the period of time during which such cost increases are incurred.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$350,000.00 in purchase orders for fiscal year 2025-2026 to Fletcher-Reinhardt for steel and aluminum poles for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) uses steel and aluminum poles for street lighting to illuminate the way for pedestrians, cyclists, and motorists. Council approved contracts with Fletcher-Reinhardt and Wesco in 2021. IPL has continuously used these contracts since that time.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact on the city is \$350,000.00. Funding for the steel and aluminum poles is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 21045 Fletcher-Reinhardt Aluminum and Steel Poles (2)
2. 21045 Bid Tabulation
3. 21045 Fletcher-Reinhardt Front End Documents (1)

ALUMINUM AND STEEL POLES INVITATION TO BID 21045

SCOPE

Independence Power & Light, (IPL), a municipally-owned utility of the City of Independence, Missouri, is seeking an annual agreement for the purchase of aluminum and steel poles. Bids are to cover all areas indicated herein. Bids must include supplemental information on material, engineering services, and quality control methods sufficient to ensure manufacture of products meeting industry and IPL standards. All pricing shall be FOB Destination. The City reserves the right to make multiple awards as a result of this solicitation.

INITIAL TERM OF AGREEMENT

The initial term of the agreement is September 1, 2021 through August 31, 2022.

RENEWAL PERIODS

The agreement may be renewed for up to four, one-year periods. Renewal pricing must be submitted ninety (60) days prior to the renewal date for each year of the contract. The City will review the pricing and make a decision as to whether to renew the agreement within thirty (30) days of receipt of the renewal pricing. Failure to submit renewal pricing ninety (60) days prior to the expiration date of the agreement may result in the cancellation of the agreement.

ESTIMATED QUANTITIES

The quantities listed for each line item on the Estimated Quantities of this bid document are IPL projections for the first twelve (12)-month period, but may be increased or decreased depending on IPL needs.

ADDITIONAL POLES

IPL reserves the right to add poles of different descriptions to this contract in addition to those shown on this Invitation to Bid. Vendor shall provide additional items within sixty (60) days of IPL request. Pricing of units not initially included in this agreement shall be as negotiated between the parties. All conditions of this agreement shall apply to any additional items.

PRICE ADJUSTMENTS

Price adjustments (increase/decrease) will be considered on a quarterly basis. The adjustments must be based on an index acceptable to both parties.

EMERGENCY CONTACT

The successful vendor must provide to IPL the name and telephone number for a twenty-four (24)-hour emergency contact person with the authority to order and expedite emergency shipments of backup units stored by vendor.

SHIPMENT AUTHORIZATION

The written schedule for quantities of items to be provided at the beginning of each term shall be authorization for vendor to ship and invoice the specified items monthly without further authorization, subject to any changes, as set out above.

TERMS OF PAYMENT

Net 30 days.

RIGHT TO REJECT

IPL reserves the right to reject any portion, or all of a shipment, due to vendor or transit damage, improper packaging, or defect, and return to the vendor, freight collect, for immediate replacement.

CANCELLATION

IPL reserves the right to cancel all or part of the undelivered portion of the contract if the vendor does not make deliveries as specified, time being of the essence to this contract, or if vendor breaches any of the terms herein, including, without limitation, the warranties of vendor.

If inspection discloses that any part of the goods, materials, or merchandise received is not in accordance with IPL's specifications, IPL shall have the right to cancel any unshipped portion of the contract. Payment for or signature for freight delivery at dock area for goods, materials or merchandise prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that IPL may have against the vendor. Defective goods, material or merchandise will be held for vendor's instructions as to return shipping at vendor's risk and will be returned at vendor's expense.

GENERAL

1. Any exceptions to the bid specifications must be noted as part of the bid in writing. Submit a separate page that clearly describes the exceptions.
2. Any exceptions to the City's Terms and Conditions will render the bid non-responsive.

BID SUBMISSION

Submit the following bid documents/information:

1. Affidavit;
2. Estimated Quantities and Lead Time Form;
3. Pricing pages;
4. Cover Page;
5. Emergency contact information (name, title, telephone, fax and email address);
6. Any supporting documentation (i.e., information regarding specifications).

GROUP 2

STEEL STREET LIGHT POLES AND STEEL MASTARMS

IP&L STOCK NUMBER	ITEM NUMBER	DESCRIPTION	LAST YEARS USEAGE	LEAD TIME REQUIRED PER ORDER
03-020-01	1	Fluted steel ornamental, 20' Brown, per Spec. 02581 and Drawing A-397. Valmont FL30-700A200-HH-NC-AB-FP486-OS	1	10-12 weeks
03-035-00	2	Galvanized steel, 35' mounting height, per Spec. 03-035-00 and Drawing A-356	37	10-12 weeks
03-035-01	3	Galvanized steel, 35' mounting height, double arm, per Spec. 03-035-01 and Drawing A-357	1	10-12 weeks
03-035-08	4	Fluted steel ornamental, 35' dark green, per Spec 03-035-08 and Drawing A-370. Valmont FL30-850A-340-OS-FP/GV-HH-NC-LAB-FO- Dark Green	2	10-12 weeks
03-035-10	5	Fluted steel ornamental, 35' dark green, double arm, per Spec. 03-035-10 and Drawing A-371. Valmont FL30-850A-340-OD-FP/GV-HH-NC-LAB-FO-dark green.	1	10-12 weeks
62-010-06	6	Mastarm, wood pole mount, 6', per Spec MAO1006	20	4-6 weeks
62-010-08	7	Mastarm, wood pole mount, 8', per Spec MAO1008	7	4-6 weeks
62-033-06	8	Mastarm, wood pole mount, 6', per Spec MAO03306	24	10-12 weeks
62-033-08	9	Mastarm, steel pole mount, 8', per Spec MAO03308	4	10-12 weeks
62-035-01	10	Mastarm, ornamental pole mount, 6', cocoa, per Spec. 02581 and Drawing A-398. Valmont FL30-06FP cocoa brown, 486.	0	10-12 weeks
62-035-06	11	Mastarm, ornamental pole mount 6', dark green per Spec. 02581 and Drawing A-373. Valmont FL30-60W/SCB-FP-dark green.	2	10-12 weeks
62-036-06	12	Ornamental scroll for 6' green arm, per Drawing A-372	2	10-12 weeks
65-010-10	13	Street Light Foundation, per Drawing A-331	14	8-10 weeks

GROUP 3

ALUMINUM POLES AND DAVIT ARMS

IP&L STOCK NUMBER	ITEM NUMBER	DESCRIPTION	LAST YEARS USEAGE	LEAD TIME REQUIRED PER ORDER
05-012-01	14	Aluminum lamp post, 12', black, Main Street Lighting Windsor III, AAF-811.6 SPC-BK	1	No Quote
05-016-01	15	Aluminum lamp post, 16', black, Main Street Lighting Windsor III, AAF-816-SPC-BK	7	No Quote
05-020-10	16	Aluminum pole, 20', per Spec. 02582 and Drawing A-396. Valmont 2000-66108D4-satin finish.	1	11-13 weeks
05-040-10	17	Aluminum pole, 40', per Spec. 02582 and Drawing A-376 and A-377. Valmont 400-00-ES0860-LAB-FO-satin finish	16	11-13 weeks
60-150-05	18	Ballast, 150-watt, King Luminaire HPS-150MT-MOG-120 S/F K205E	0	No Quote
60-250-14	20	Glass refractor, Main Street Lighting GL43 Type III 6".	0	No Quote
60-250-15	21	Casting, black, for lamp post, Main Street Lighting L200 with receptacle and cover.	8	No Quote
60-604-03	22	Refractor globe, Main Street Lighting G-118-9-clear.	14	No Quote
62-016-01	23	Bracket for lamp post, Main Street Lighting PB-12-BK	1	No Quote
62-034-06	24	Aluminum davit arm, 6', per Drawing A-403	1	11-13 weeks
62-034-08	25	Aluminum davit arm, 8', per Drawing A-376	3	11-13 weeks
62-034-09	26	Aluminum double davit arm, 8', per Drawing A-377	6	11-13 weeks
65-020-05	27	Breakaway Base, Valmont MO93	30	10-12 weeks
65-020-08	28	Breakaway Base, Valmont MO93 - painted dark green	5	10-12 weeks

**PRICING PAGE
ALUMINUM AND STEEL POLES**

The Offeror agrees to provide the products below in accordance with the specifications contained herein for the period of September 1, 2021, through August 31, 2022. All pricing shall be FOB destination. Renewal pricing must be submitted 60 days prior to each renewal period.

Group 2 – Steel Poles and Mastarms

Item 1

Stock Number: **03-020-01**

Description: FLUTED STEEL ORNAMENTAL POLE, 20 FEET, COLOR REQUIRED IS VALMONT COCOA BROWN 486, PER SPECIFICATION #02581 AND DRAWING A-397.

Acceptable: Valmont FL30-700A200-HH-NC-AB-FP486-0S

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: FL30-700A200-HH-NC-FP486-0S

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$1948.00

Item 2

Stock Number: **03-035-00**

Description: STEEL POLE FOR 35' MOUNTING HEIGHT, PER SPECIFICATION 03-035-00 AND DRAWING A-356.

Acceptable: VALMONT EM60-900A370-OS-GV-HH-AH (2)-M104-BTP
UNION METAL 70950-Y191

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: EM60-900A370-OS-GV-HH-AH (2)M104-BTP

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$1960.00

Vendor Name: Fletcher-Reinhardt Company

Item 3

Stock Number: **03-035-01**

Description: STEEL POLE, 35 FOOT GALVANIZED STEEL POLE - DOUBLE MASTARM MOUNT AT 180 DEGREE, PER SPECIFICATION 03-035-01 AND DRAWING A-357.

Acceptable: VALMONT EM60-900A370-OD-GV-HH-AH (2)-M104-BTP
UNION METAL 70950-Y193

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: EM60-900A370-0D-GV-HH-AH (2)-M104-BTP
:

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$2262.00

Item 4

Stock Number: **03-035-08**

Description: STEEL POLE, FLUTED STEEL ORNAMENTAL BASE MOUNTED POLE - 35 FOOT PER SPECIFICATION 03-035-08 AND DRAWING A-370 (WITH FESTOON OPTION 1).

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS
FOUR FLAT AND FOUR LOCK WASHERS.

Acceptable: VALMONT FLUTED POLE FL30-850A-340-0S-FP/GV-HH-NC-LAB-FO dark green.

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: FL30-850A340-0S-FPGV-HH-NC-LAB

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$3035.00

Vendor Name: Fletcher-Reinhardt Company

Item 5

Stock Number: **03-035-10**

Description: STEEL POLE, FLUTED ORNAMENTAL BASE MOUNTED DOUBLE ARM POLE, 35' SPECIFICATION 03-035-10 AND DRAWING A-371, WITH FESTOON OPTION 1.

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS, FOUR FLAT AND FOUR LOCK WASHERS

Acceptable: VALMONT FLUTED POLE FL30-850A-340-0D-FP/GV-HH-NC-LAB-FO dark green.

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: FL30-850A340-0D-FPGV-HH-NC-LAB

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$3185.00

Item 6

Stock Number: **62-010-06**

Description: MASTARM, 6' ELLIPITICAL, ALUMINUM OR STEEL, WOOD POLE MOUNT, PER SPECIFICATION MA01006.

Acceptable:

MFG Name Quoting: LEMAC

MFG Catalog Quoting: WP-2-6-A-48R

Delivery to be 42 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$115.00 freight allowed on order of 25 pieces,

Vendor Name: Fletcher-Reinhardt Company

Item 7

Stock Number: **62-010-08**

Description: MASTARM, 8' ELLIPTICAL, ALUMINUM OR STEEL, WOOD POLE MOUNT, PER SPECIFICATION MA01008.

Acceptable:

MFG Name Quoting: LEMAC

MFG Catalog Quoting: WP-2-8-A-48R

Delivery to be 42 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$135.00 freight allowed on order of 25 pieces

Item 8

Stock Number: **62-033-06**

Description: MASTARM, 6' FOR STEEL POLE, DOUBLE BOLT WITH COVER TO BE USED FOR SECOND SIMPLEX FITTING, PER SPECIFICATION MA03306.

Acceptable: VALMONT DS50-06-DB-GV WITH COVER 301-381 AND HARDWARE KIT 2119A. UTILITY METALS P200SO60SP WITH SIMPLEX COVER.

MFG Name Quoting: Valmont Steel Alternate: LEMAC

MFG Catalog Quoting: DS50-06-GV Alternate: 2BS-2-6-S-48R

Delivery to be 84 days after receipt of order. Alternate: 42 days ARO

Unit of Measure: 1 EACH

Unit Cost: \$175.00 Alternate: \$150.00, freight allowed on order of 25 pieces

Vendor Name: Fletcher-Reinhardt Company

Item 9

Stock Number: **62-033-08**

Description: MASTARM, 8' FOR STEEL POLE, DOUBLE BOLT WITH COVER TO BE USED FOR SECOND SIMPLEX FITTING, PER SPECIFICATION MA03308.

Acceptable: VALMONT DS50-08-DB-GV WITH COVER 301-381 AND HARDWARE KIT 2119A. UTILITY METALS P200S080 WITH SIMPLEX COVER.

MFG Name Quoting: Valmont Steel Alternate: LEMAC

MFG Catalog Quoting: DS50-08-GV Alternate: 2BS-2-8-S-48R

Delivery to be 84 days after receipt of order. Alternate: 42 days ARO.

Unit of Measure: 1 EACH

Unit Cost: \$201.00 Alternate: \$169.00, freight allowed on order of 25 pieces

Item 10

Stock Number: **62-035-01**

Description: MASTARM, ORNIMENTAL POLE MOUNT, 6 FT. COLOR MUST MATCH VALMONT COCOA BROWN 486. SEE SPECIFICATION 02581 AND DRAWING A-398, ATTACHED.

Acceptable: Valmont FL30-06FP-COCOA BROWN 486.

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: FL30-06-FP

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$471.00

Vendor Name: Fletcher-Reinhardt Company

Item 11

Stock Number: **62-035-06**

Description: MASTARM, 6', ORNAMENTAL LUMINAIRE ARM, SEE DRAWING A-373.

Acceptable: VALMONT FL30-60W/SCB-FP-DARK GREEN (HOLOPHANE DARK GREEN)

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: FL30-60W/SCB-FP

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$410.00

Item 12

Stock Number: **62-036-06**

Description: ORNAMENTAL SCROLL, PER DRAWING A-372.

Acceptable: VALMONT ORNAMENTAL SCROLL, DARK GREEN.

MFG Name Quoting: Valmont Steel

MFG Catalog Quoting: ORNAMENTAL SCROLL-FP

Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$243.00

Vendor Name: Fletcher-Reinhardt Company

Item 13

Stock Number: **65-010-10**

Description: POWER INSTALLED STREET LIGHT FOUNDATION, GALVANIZED STEEL,
WITH 7' X 8 5/8" DIAMETER SHAFT.

SUPPLIED WITH: 1" X 4" CARRIAGE BOLT, FOUR EACH
1" NUTS, FOUR EACH
1" FLAT AND LOCK WASHERS, FOUR EACH

Acceptable: A.B. CHANCE C112QINDPVP
J.H. BOTTS JHB884-1117IPL
PELCO SP-3015-MO

MFG Name Quoting: LEMAC

MFG Catalog Quoting: HELIX08

Delivery to be 70 days after receipt of order.

Unit of Measure: EACH

Unit Cost: \$849.00

Vendor Name: Fletcher-Reinhardt Company

Group 2

Aluminum Poles and Davit Arms

Item 14

Stock Number: **05-012-01**

Description: 11' 6" ALUMINUM ORNIMENTAL LAMP POST

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS, FOUR FLAT WASHERS and FOUR LOCK WASHERS.

Acceptable: MAIN STREET LIGHTING WINDSOR III SERIES AAF 811.6-SPC-BK

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Item 15

Stock Number: **05-016-01**

Description: 16' ALUMINUM ORNAMENTAL LAMP POST WITH FOUR BOLT HOLES AT 13" DIAMETER BOLT CIRCLE.

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS, FOUR FLAT and FOUR LOCK WASHERS.

Acceptable: MAIN STREET WINDSOR III SERIES - AAF 816-SPC-BK

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Vendor Name: Fletcher-Reinhardt Company

Item 16

Stock Number: **05-020-10**

Description: POLE, ALUMINUM, 20 FOOT.

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS, FOUR FLAT and FOUR LOCK WASHERS.

Acceptable: Valmont 2000-66108D4-SATIN FINISHED

MFG Name Quoting: Valmont ALuminum _____

MFG Catalog Quoting: 200065106D4Z _____

Delivery to be 91 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$907.00 _____

Item 17

Stock Number: **05-040-10**

Description: ALUMINUM POLE, 40' MOUNTING HEIGHT, SINGLE AND DOUBLE ARM MOUNT WITH FESTOON 15' ABOVE BASE.

BOLT KITS TO INCLUDE: FOUR 1" X 4" CARRIAGE BOLTS, FOUR NUTS, FOUR FLAT and FOUR LOCK WASHERS.

Acceptable: Valmont 12-400-000-ES0860-LAB-F0-SATIN FINISH

MFG Name Quoting: Valmont Aluminum _____

MFG Catalog Quoting: 330660808T4D _____

Delivery to be 91 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$2262.00 _____

Vendor Name: Fletcher-Reinhardt Company _____

Item 18

Stock Number: **60-150-05**

Description: BALLAST, 150 WATT, HPS, 120-VOLT.

Acceptable: KING LUMINAIRE HPS-150MT-MOG-120 S/F K205E

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Item 19

Stock Number: **60-250-12**

Description: BALLAST, 250-WATT, HPS, 120 VOLT.

Acceptable: MAIN STREET LIGHTING L-200-250S-120

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Vendor Name: Fletcher-Reinhardt Company

Item 20

Stock Number: **60-250-14**

Description: GLASS REFRACTOR.

Acceptable: MAIN STREET LIGHTING GL43 TYPE III, 6".

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Item 21

Stock Number: **60-250-15**

Description: CASTING, BLACK WITH HOLE FOR WEATHER PROOF COVER
AND NEMA 5-20R RECEPTACLE.

Acceptable: MAIN STREET LIGHTING L200, CASTING ONLY.

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Vendor Name: Fletcher-Reinhardt Company

Item 22

Stock Number: **60-604-03**

Description: GLOBE

Acceptable: MAIN STREET LIGHTING G-118-9-CLEAR

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Item 23

Stock Number: **62-016-01**

Description: BRACKET, POST TOP FOR 16' ALUMINUM POLE, BLACK.

Acceptable: MAIN STREET LIGHTING PB-12-BK

MFG Name Quoting: No Quote

MFG Catalog Quoting: No Quote

Delivery to be _____ days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: No Quote

Vendor Name: Fletcher-Reinhardt Company

Item 24

Stock Number: **62-034-06**

Description: MASTARM, ALUMINUM, SATIN BRUSHED, POLE MOUNT, 6' SINGLE DAVIT ARM WITH SPECIAL RADIUS. SEE DRAWING A-403.

INCLUDE: 2 EA. 1/2" X 5" STAINLESS STEEL BOLTS.
4 EA. 1/2" ID X 1 1/2" OD S.S. FLAT WASHERS
2 EA. 1/2" S.S. LOCKING NUT.

Acceptable: VALMONT 11-ARM-06-SATIN BRUSHED-SPECIAL RADIUS.

MFG Name Quoting: Valmont Aluminum

MFG Catalog Quoting: 1DX06078048B

Delivery to be 91 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost:\$ 315.00

Item 25

Stock Number: **62-034-08**

Description: MASTARM, ALUMINUM, SATIN BRUSHED, POLE MOUNT, 8' SINGLE DAVIT ARM WITH SPECIAL RADIUS. SEE SPECIFICATION SHEET ATTACHED A-376. ANY VARIATIONS TO SPECIFICATION A-376 MUST BE NOTED AND JUSTIFIED ON YOUR QUOTE.

INCLUDE: 2 EA. 5/8" X 7" STAINLESS STEEL BOLTS.
4 EA. 5/8" ID X 1 1/2" OD S.S. FLAT WASHERS
2 EA. 5/8" S.S. LOCKING NUT.

Acceptable: Valmont 11-ARM-08-SATIN BRUSHED-SPECIAL RADIUS.

MFG Name Quoting: Valmont Aluminum

MFG Catalog Quoting: 1DX08078048

Delivery to be 91 days after receipt of order.

Quantity: 1 EACH

Unit of Measure: \$315.00

Vendor Name: Fletcher-Reinhardt Company

Item 26Stock Number: **62-034-09**

Description: MASTARM, ALUMINUM, SATIN BRUSHED, POLE MOUNT, 8' DOUBLE DAVIT ARM WITH SPECIAL RADIUS. SEE SPECIFICATION SHEET ATTACHED A-377. ANY VARIATIONS TO SPECIFICATION A-377 MUST BE NOTED AND JUSTIFIED ON YOUR QUOTE.

INCLUDE: 2 EA. 5/8" X 7" STAINLESS STEEL BOLTS.
4 EA. 5/8" ID X 1 1/2" OD S.S. FLAT WASHERS
2 EA. 5/8" S.S. LOCKING NUT.

Acceptable: Valmont 12-ARM-08-SATIN BRUSHED-SPECIAL RADIUS.

MFG Name Quoting: Valmont AluminumMFG Catalog Quoting: 2DX06078048Delivery to be 84 days after receipt of order.

Unit of Measure: 1 EACH

Unit Cost: \$562.00**Item 27**Stock Number: **65-020-05**

Description: ALUMINUM BREAK-A-WAY TRANSFORMER BASE FOR STREET
LIGHT POLE - 17" HIGH

Acceptable: VALMONT - MO93-BB23153

1)Valmont Steel
MFG Name Quoting: 2)Valmont Aluminum
1)1M-093-TB1-17 - TRANSFORMER BASE WITH CONNECTING HDW
MFG Catalog Quoting: 2)08R1315B17 (M-093-TB1-17) - AL BASE 10.5-13.5 BC TOP-13-15 BC BOT
W/HDW

Delivery to be 84 days after receipt of order.

Quantity: 1 EACH

Unit of Measure: \$437.00Vendor Name: Fletcher-Reinhardt Company

Item 28

Stock Number: **65-020-08**

Description: ALUMINUM BREAK-A-WAY TRANSFORMER BASE FOR GREEN
STREET LIGHT POLE 17" HIGH, PAINTED DARK GREEN

Acceptable: VALMONT MO93-FP DARK GREEN

1) Valmont Steel

MFG Name Quoting: 2) Valmont Auminum

1)M-093-TB1-17 - TRANSFORMER BASE WITH CONNECTING HDW - FP

MFG Catalog Quoting: DARK GREEN

2) 08R1315B17-DRK GRN (M-093-TB1-17)

Delivery to be 91 days after receipt of order.

Quantity: 1 EACH

Unit of Measure: \$459.00

Vendor Name: Fletcher-Reinhardt Company

By submitting this bid, the respondent agrees to the City's terms and conditions.

Company: Fletcher-Reinhardt Company

Authorized Representative: Gary A. Bokermann

Printed Name and Title: Gary A. Bokermann, Sales Manager

*NOTICE (from raw material manufacturers):

We reserve the right to update pricing as we continue to leverage resources to reduce costs and eliminate waste, however, costs continue to rise, and we are experiencing additional inflation across the spectrum of our product inputs.

PART 1 - GENERAL

A. SUMMARY

This specification covers the furnishing of all design, manufacturing, fabrication, materials, and labor to furnish and deliver complete FOB site, all tubular steel structures as indicated on the contract drawings or detail sheets and as specified herein.

B. REFERENCES

Structures shall be designed and manufactured in accordance with the latest revision of the following standards.

**AMERICAN ASSOCIATION OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS (AASHTO)**

Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals as published in 1975, amended and adopted in 1985 and 1994, for static and wind load requirements.

**AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
/AMERICAN WELDING SOCIETY**

ANSI/AWS D1.1-92 Structural Welding Code-Steel

ANSI/NEMA TT-1 Tapered Tubular Steel Structures

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Standard Specification for Carbon Structural Steel
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A385	Standard Practice for Providing High Quality Zinc Coatings (Hot-Dip)
ASTM A595	Standard Specification for Steel Tubes, Low-Carbon, Tapered for Structural Use

ASTM D3359 Measuring Adhesion by Tape Test

ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC-SP6 Cleaning Exterior Steel Surface

C. GENERAL

1. Contract drawing(s) or attached detail sheet(s) indicates mounting height, arm span(s), luminaire E.P.A. and weight, and other special features or options.
2. Division 1 or purchase order will stipulate desired option(s) and delivery site(s).

D. SUBMITTALS

1. Supplier shall furnish all detailed drawings and data necessary for fabrication and installation of all structures furnished, including but not limited to the following:
 - a. Structure calculations: Calculations shall include luminaire arm, structure, base plate, and anchor bolt analysis.
 - b. Tube Drag coefficients shall take into account the effects of fluted shapes.
 - c. Maximum loads and stresses shall be determined for the most critical wind direction.
 - d. The structure shall be analyzed in its final deflected position, at the arm to structure connection(s) and structure base.
 - e. Maximum arm and structure loads, stresses and combined stress ratios (CSR) shall be provided for the specified loading combinations, as well as maximum top of structure dead load rotation.

E. DELIVERY, STORAGE, AND HANDLING

1. The Supplier shall ship structures F.O.B. at stated delivery site(s). The supplier shall be responsible for the structures until final inspection and acceptance has been completed.
2. Structures held in storage shall be stacked on treated or non-decaying skids or beams arranged to support structures without noticeable deflection of the structures such that the structures do not contact ground, standing water, or vegetation and shall be placed to avoid damage to structures on bottom layers.

3. Structures shall be wrapped in protective covering prior to shipping. Protective covering shall not damage structures if left on structures for extended periods of time.
4. All small parts shall be boxed.

F. SEQUENCING AND SCHEDULING

1. All structures shall be shipped according to accepted schedule.
2. The individual(s) identified on the purchase order shall be notified 48 hours prior to delivery.

G. WARRANTY

1. The Supplier shall guarantee to remedy promptly, without cost to purchaser, any defects or workmanship that appears within 1 year after the date of delivery.
2. Transportation and labor costs to repair or replace a structure shall be the responsibility of the Supplier within the warranty period.
3. All structures shall be new, and all workmanship shall conform to the best standard practice.

PART 2 - EQUIPMENT AND MATERIALS

A. MANUFACTURERS

1. Manufacturers may be considered if, and only if, equal quality structures are proposed and accepted.

B. DESIGN

1. Structural design calculations shall be the responsibility of the manufacturer.
2. Structures shall be designed for the configurations, loadings, and limitations as stipulated in the specification and indicated on the drawing(s).
3. Each shaft shall be designed for a single uniform taper from the base plate or ground line to top of structure.

4. Structures shall be designed with the required angle and axis of camber to assure the position of the top of the structure will be vertical with respect to the base when subjected to normal design loading conditions.
5. Typical design details shall be in accordance with the following requirements:
 - a. Telescoping splices joining sections (slip joints) shall be designed for a minimum overlap of 1.5 times the largest inside diameter of the outer section. Slip joint structure sections shall be dimensional checked and match marked. Erection drawings and assembly procedure instructions must correspond to exact requirements for slip joint connections.
 - b. Flanged joints for structure sections shall be pre-fitted and match marked to facilitate correct alignment during erection.
 - c. Shaft to base plate and shaft to flange shall be full penetration welds.
 - d. Attachment welds and arm bracket welds shall be designed and detailed to develop the full loading of the equipment to be attached.
 - e. Longitudinal welds shall be a minimum of 80%.
 - f. Longitudinal welds of the male section shall be full penetration.
 - g. Bolt holes shall have a tolerance of 1/4" for anchor bolts and 1/8" for all connection bolts.
6. Anchor bolt requirements shall be determined from the loading conditions as part of the design. The anchor bolts (if required) will be installed in a concrete foundation with a 28-day compressive strength of 3000 psi.

C. MATERIALS

1. All materials shall comply with ASTM requirements listed in Part 1, Section B of this specification.
2. Welded materials shall comply with the requirements of ANSI/AWS D1.1.
3. Materials shall be new and conform to the following requirements:
 - a. Anchor bolts shall conform to ASTM F1554.
 - b. The material used for making welds shall be compatible with the parent material, as defined in ANSI/AWS D1.1-92 and shall meet the structural requirements of the plates being joined.

- c. Components of the structures shall be galvanized as follows:
 - (1) Shafts and attachments shall conform to the requirements of ASTM A123.
 - (2) Bolts and studs shall conform to the requirements of ASTM A153.
 - (3) Anchor bolts shall be hot-dip galvanized for the entire thread length plus 6".
 - (4) All surfaces shall be prepared to be hot-dip galvanized as required by ASTM A385.

D. FABRICATION

- 1. Fabrication methods shall follow the best accepted practice within the industry.
- 2. Structures shall be fabricated in strict compliance with the approved drawings. Material substitution or deviations shall not be made without prior written approval by the purchaser.
- 3. Welding sequence and procedures shall be completed to minimize distortion and shrinkage.
- 4. All welding shall be performed by qualified welders whose qualifications are in accordance with ASTM/AWS D1.1.
- 5. All materials shall be fabricated completely prior to initiating the galvanizing process.
- 6. Unless otherwise specified, all materials shall be hot-dip galvanized.
- 7. Each component shall be inspected for conformance to the approved drawings and specifications. The inspection shall include, but not be limited to the following:
 - a. Visual inspection of all dimensions to assure allowable tolerances are not exceeded.
 - b. Visual inspection of cut edges to conform to ANSI/AWS D1.1 criteria.
 - c. Visual inspection of bent surfaces for surface separation.
 - d. Visual inspection of bolt holes to assure perpendicular and circular holes with clean edges.
 - e. Visual inspection of all welds to ANSI/AWS D1.1 Section 8 criteria.
 - f. Visual inspection of all finishes.

E. POWDER COATING (IF APPLICABLE)

1. Exterior steel surface shall be blast cleaned to Steel Structures Painting Council Surface Preparation Specification No. 6 (SSPC-SP6).
2. All exterior surfaces shall be coated with a Urethane or Triglycidyl Isocyanurate (TGIC) Polyester Powder to a minimum dry film thickness of 2.0 mils.
3. Thermosetting powder resin shall meet 5A or 5B classifications of ASTM D3359.

F. PACKING AND SHIPPING

1. Each shipment shall include a detailed packing list that identifies all material by part number and associated hardware.
2. All material shall be carefully loaded and secured for shipment.

G. SOURCE QUALITY CONTROL

1. The purchaser reserves the right to inspect the manufacturing facilities during fabrication.
2. The manufacturer shall provide record documentation that verifies the material used in the fabrication of the steel structures meets the requirements of this specification and ASTM standards.
3. The manufacturer shall demonstrate the quality assurance procedures that are applicable to the design, material, fabrication, and inspection associated with the production of the tubular steel structures.

H. EQUIPMENT DETAIL SHEETS COVERED BY SPECIFICATION

1. A-370
2. A-371
3. A-372
4. A-373

PART 3 - PERFORMANCE (Not applicable)

* * * * *

Specification No.: 03-035-00

Galvanized Steel Pole

Single Mastarm Mount

Sheet 1 of 2

This specification shall apply to steel street lighting poles with two double bolt pole simplex mountings. This pole shall accommodate single 6 foot or 8 foot long mastarms with a 4 foot rise to provide a 34 foot mounting height, or shall accommodate a 12 foot or 15 foot long truss type bracket mastarm consisting of an upper and lower member with a 5 foot rise to provide a 35 foot mounting height.

The pole must be suitable for both overhead and underground wiring and is to be furnished with a 5.19 inch by 7.56 inch oval hand hole, two 2.5 inch by 6 inch underground cable entrances on opposite sides at 90 degrees with the mastarm mounting position and a pole cap to accommodate overhead wiring.

The round tapered steel shaft shall be fabricated from a single length of sheet steel having a minimum thickness of 11 gauge and shall comply with ASTM A-36. The steel shaft shall be fabricated with a single smooth longitudinal weld and free of circumferential welds throughout the length of the shaft. The entire length of the steel shaft shall be round in shape and free of angles, bends, dents, multiple sides, or flat areas. The entire length of the shaft shall have a constant round taper of .14 inches per foot and the shaft shall be straight and centered on its longitudinal axis. The round tapered steel shaft shall be fabricated with an integral round tapered steel base for 6 foot embedment in the ground with a minimum bottom diameter of 9 inches. The steel shaft shall have a minimum yield strength of 55,000 pounds per square inch after fabrication. All material used in the fabrication of the pole shall be new, unused, and mill traceable.

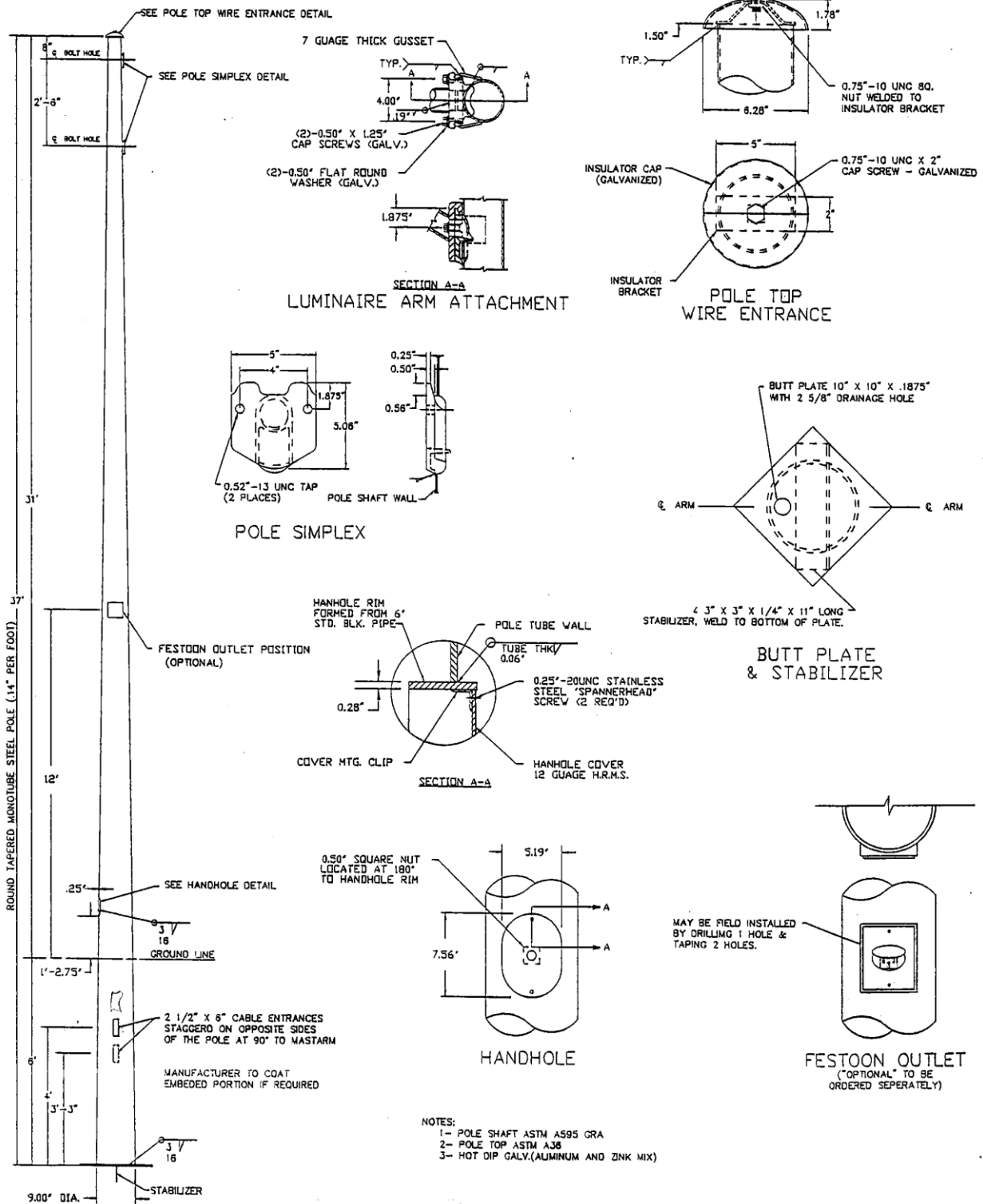
The pole shall have a hot dipped (aluminum and zinc mix) galvanized finish 2.5 mils. thick inside and out in accordance with ASTM-123. The pole is to be furnished with a 10 inch square butt plate, .1875 inches thick with a 2.625 inches in diameter drainage hole, and an $\angle$ 3 inch by 3 inch by .25 inch by 11 inch stabilizer on bottom of butt plate.

All pole hardware is to be hot dipped (aluminum and zinc mix) galvanized in accordance with ASTM-153. The two mastarm supports shall be double bolt cast steel pole simplex mounts properly aligned and welded to the steel shaft. The mastarm supports shall be capable of mechanically supporting the arm and luminaire in both the vertical and horizontal planes. The Simplex mounts shall include four .50 inch diameter by 1.25 inch long galvanized cap screws with four galvanized steel washers.

See detail sheet 2 of 2, Drawing A-356.

Detailed specifications must be submitted with bids.

Approved galvanized steel pole: Valmont #EM60-900A370-OS-GV-HH-AH(2)-M104-BTP



A-356 SHEET 2 OF 2

INDEPENDENCE
POWER & LIGHT

DRWN. BY SCA
APPVD. BY MBS

DATE 11-6-95
DATE 11-6-95

J.O. NO.
R.O. NO.

TITLE STEEL STREET LIGHT POLE SPEC.
SINGLE MAST ARM
SPEC. 03-035-00

SCALE N.T.S.
NO. 03-035-00

Specification No.: 03-035-01
Galvanized Steel Pole
Double Mastarm Mount at 180°

Sheet 1 of 2

This specification shall apply to steel street lighting poles with four double bolt pole simplex mountings. This pole shall accommodate double 6 foot or 8 foot long mastarms with a 4 foot rise to provide a 34 foot mounting height, or shall accommodate double 12 foot or 15 foot long truss type bracket mastarms consisting of an upper and lower member with a 5 foot rise to provide a 35 foot mounting height.

The pole must be suitable for both overhead and underground wiring and is to be furnished with a 5.19 inch by 7.56 inch oval hand hole, two 2.5 inch by 6 inch underground cable entrances on opposite sides at 90 degrees with the mastarm mounting positions and a pole cap to accommodate overhead wiring.

The round tapered steel shaft shall be fabricated from a single length of sheet steel having a minimum thickness of 11 gauge and shall comply with ASTM A-36. The steel shaft shall be fabricated with a single smooth longitudinal weld and free of circumferential welds throughout the length of the shaft. The entire length of the steel shaft shall be round in shape and free of angles, bends, dents, multiple sides, or flat areas. The entire length of the shaft shall have a constant round taper of .14 inches per foot and the shaft shall be straight and centered on its longitudinal axis. The round tapered steel shaft shall be fabricated with an integral round tapered steel base for 6 foot embedment in the ground with a minimum bottom diameter of 9 inches. The steel shaft shall have a minimum yield strength of 55,000 pounds per square inch after fabrication. All material used in the fabrication of the pole shall be new, unused, and mill traceable.

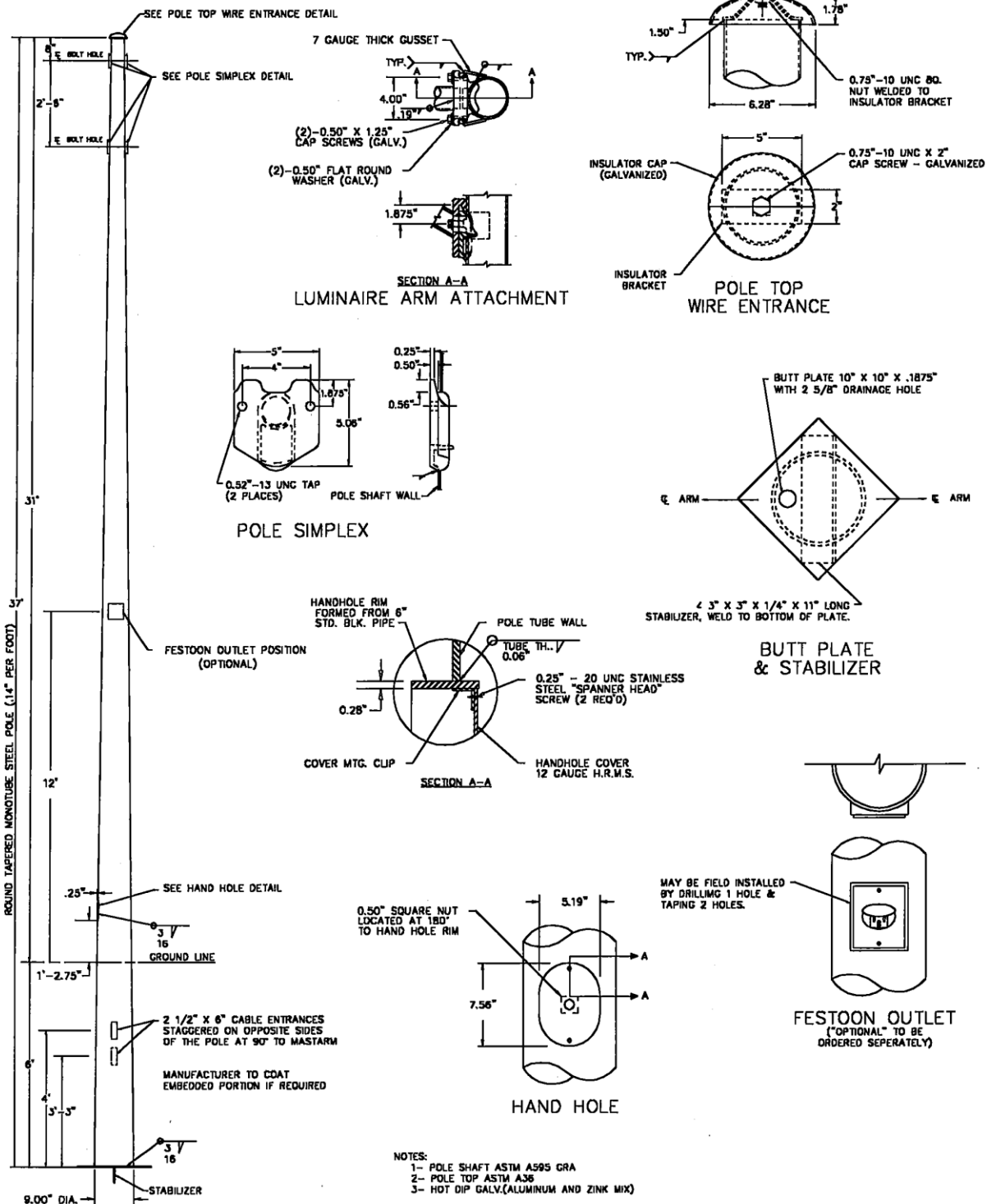
The pole shall have a hot dipped (aluminum and zinc mix) galvanized finish 2.5 mils. thick inside and out in accordance with ASTM-123. The pole is to be furnished with a 10 inch square butt plate, .1875 inches thick with a 2.625 inches in diameter drainage hole, and an p 3 inch by 3 inch by .25 inch by 11 inch stabilizer on bottom of butt plate.

All pole hardware is to be hot dipped (aluminum and zinc mix) galvanized in accordance with ASTM-153. The four mastarm supports shall be double bolt cast steel pole simplex mounts properly aligned and welded to the steel shaft. The mastarm supports shall be capable of mechanically supporting the arms and luminaires in both the vertical and horizontal planes. The Simplex mounts shall include eight .50 inch diameter by 1.25 inch long galvanized cap screws with eight galvanized steel washers and two Simplex mount cover plates.

See detail sheet 2 of 2, Drawing A-357.

Detailed specifications must be submitted with bids.

Approved galvanized steel pole: Valmont #EM60-900A370-OD-GV-HH-AH(2)-M104-BTP



A-357 SHEET 2 OF 2

RAWN	BKW	M.O.S.S. APPR.		CITY OF INDEPENDENCE	SHEET
CHECKED	MBS	T&D MGR. APPR.		POWER & LIGHT DEPARTMENT	1 OF 1
DATE		ENG. MGR. APPR.		STEEL STREET LIGHT POLE SPEC.	
REVISED		STD. COMM. APPR.		DOUBLE MAST ARM	03-035-01
				SPEC. 03-035-01	

**SPECIFICATION 03-035-08
ORNAMENTAL SINGLE ARM STREET LIGHT POLE**

PART 1 - GENERAL

A. SUMMARY

This specification contains the requirements for furnishing Fluted Steel Ornamental Street Light Pole with single arm configuration.

B. REFERENCES

Street Light Pole must meet at a minimum the following standards. Where there is a conflict between this specification and any other specification or standard referred to herein, this specification shall govern.

**AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)**

Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals as published in 1975, amended and adopted in 1985 and 1994, for static and wind load requirements.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Standard Specification for Carbon Structural Steel
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A595	Standard Specification for Steel Tubes, Low-Carbon, Tapered for Structural Use
ASTM D3359	Measuring Adhesion by Tape Test
ASTM F1554	Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC-SP6	Cleaning Exterior Steel Surface
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C. GENERAL

1. The Fluted Steel Ornamental Street Light Pole shall conform to the specification contained herein.
2. Reference will be made to the drawing number(s) that will give the details of the light pole which will become part of these specifications.
3. Purchase orders will specify the mounting height, arm span, and delivery points.

D. SUBMITTALS

1. Certification that pole meets AASHTO standards will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency.
2. Supplier shall submit any and all data required by this specification.

E. DELIVERY, STORAGE, AND HANDLING

1. The Supplier shall ship the poles F.O.B. to the stated delivery site(s). The supplier shall be responsible for the poles until final inspection and acceptance has been completed. Poles shall be loaded on flat trailers and secured in position in such a manner so as assure damage-free receipt. Cross wires between stakes or similar devices shall be placed as to avoid chafing or other injury to the poles while in transit.
2. Poles held in storage shall be stacked on treated or non-decaying skids or beams arranged to support poles without noticeable deflection of the poles such that the poles do not contact ground, standing water, or vegetation and shall be piled to avoid damage to poles on bottom layers.

F. SEQUENCING AND SCHEDULING

1. The poles shall be shipped on schedule by the Supplier.
2. The individual(s) listed on the purchase order shall be notified 24 hours prior to delivery.

G. WARRANTY

1. The Supplier shall guarantee to remedy promptly, without cost to purchaser, any defects or workmanship that appears within 1 year after the date of delivery.
2. Transportation and labor costs to repair or replace a pole shall be the responsibility of the Supplier within the warranty period.
3. All poles shall be new, and all workmanship shall conform to the best standard practice.

PART 2 - EQUIPMENT AND MATERIALS

A. MANUFACTURERS

02581-2

1. The following list indicates the acceptable manufacturers:
 - a. Valmont
2. Other Manufacturers may be considered if, and only if, equal quality poles are proposed and accepted.

B. DESIGN

1. The structure design calculations shall be the responsibility of the manufacturer.
2. Tubular steel poles shall be designed for the configurations, loadings, and limitations provided in the specification and drawing(s).
3. Each shaft shall be designed for a single uniform taper from the baseplate to the top of the pole.
4. The tubular steel poles shall be designed with the required angle and axis of rake to assure the position of the top of the pole will be vertical with respect to the base when subjected to the design loading conditions.

C. LUMINAIRE MOUNTING HEIGHT

1. 35 feet vertically as measured from the base of the pole.

D. LIGHT POLE

1. Light pole shall be a base mounted, single arm structure, suitable for underground wiring. (see drawing #A-370)
2. Shaft shall be 8.5" in diameter, tapered, and have 16 sharp flutes that are uniform, equally spaced Doric flutes. The termination of the flutes shall be well defined by having no greater than 1.5 inch radii transition into the round section of the pole.
3. Shaft shall be formed from 11 gauge steel tubes conforming to ASTM A595 process, and have a constant linear taper of .14 in/ft.
5. Shaft shall be one piece, and contain no circumferential welded butt splices.
5. Shaft shall be wrapped with protective paper and all small parts shall be boxed.
6. Shaft shall contain an internal grounding lug with a 1/4" or 3/8" hole. Ground lug shall be accessible from handhole.
7. Decorative pole cap shall be a sandcast alloy 356.2, and be attached to the pole using three set screws.
8. The finish shall be hot dip galvanized to ASTM A123, painted using TGIC polyester powder,

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or provided with a combination coating using a TGIC polyester powder directly over hot dip galvanized. The color of the finished pole shall be Dark Green 923 (RAL 9002/Holophane Dark Green).

E. LUMINAIRE ARM

1. Luminaire arm shall have a 6 foot span as measured horizontally from the back side of the arm to the end of the arm. (See drawing A-373)
2. Luminaire arm shall be made from 2.375" diameter tubing with a minimum yield strength of 36,000 psi. The arm shall be 6' in length and have a 1' upsweep rise above the top of the pole. The pole and arm simplex components shall be made of cast steel and welded to their respective members.

F. LUMINAIRE

1. Maximum E.P.A. of luminaire: 2.0 ft²
2. Maximum luminaire weight: 60 lbs.

G. ANCHOR BASE

1. Anchor bolts shall conform to the requirements of AASHTO M314 Grade 55. The strength of the nuts shall equal or exceed the proof load of the bolts.
2. Anchor base plate shall conform to ASTM A36 and shall be integrally welded to the tubes with a telescopic welded joint. The bolt circle must be 11" to 12" in diameter.
3. Decorative cast aluminum nut cover shall be provided for each anchor bolt. Nut cover shall be a sandcast alloy 356.2. Each cover shall be attached to the pole with a stainless steel, self tapping, hex head screw.
4. Eight spacers to level pole shall be included.

H. HANDHOLE

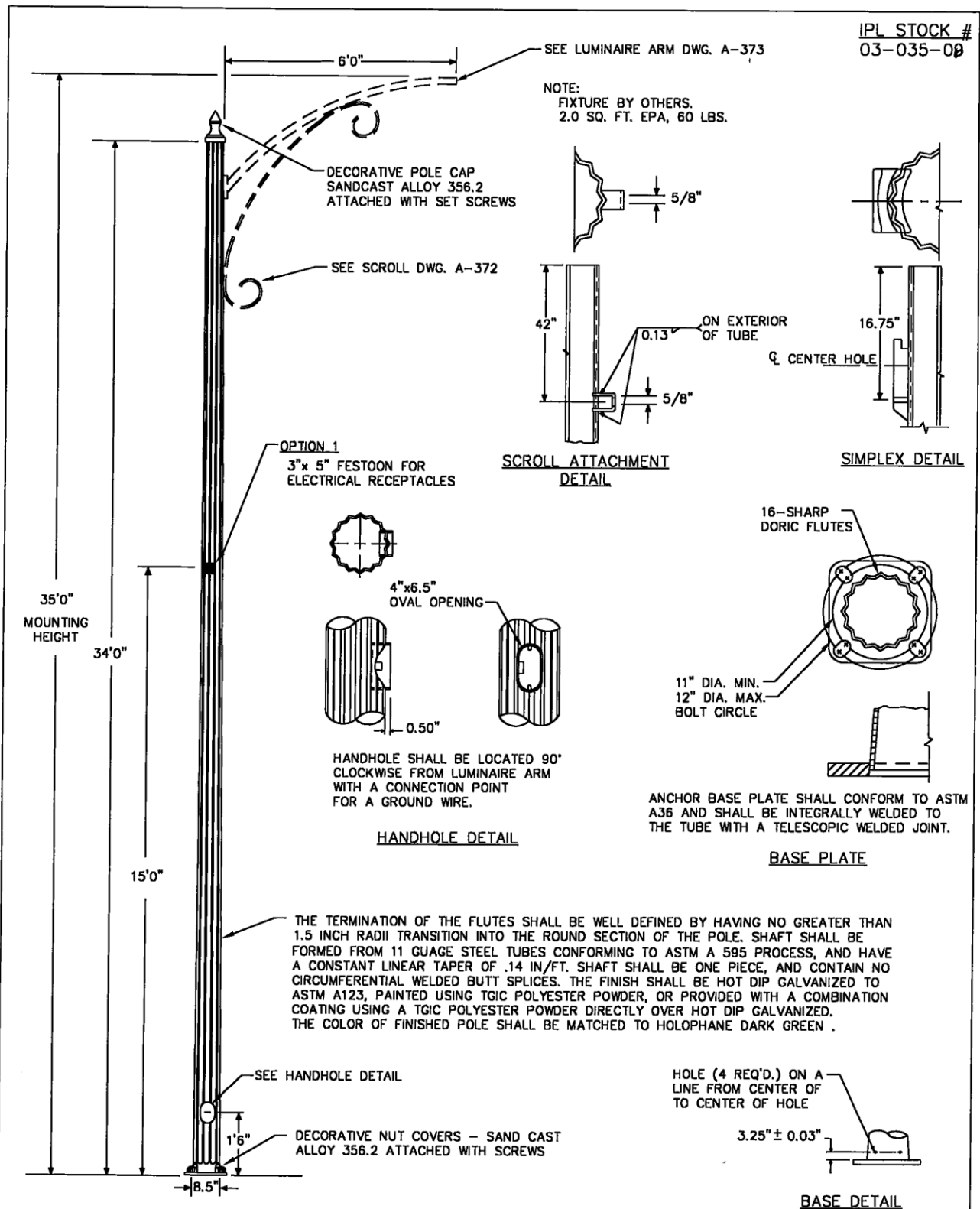
1. Handhole is approximately 4" by 6" with an oval opening, with the major dimension along the vertical axis.
2. Handhole is centered 18" above the base of the pole and has a flush fitting aluminum door attached with stainless steel countersunk screws.
3. Handhole shall be located at 90° clockwise from the luminaire arm.

I. DECORATIVE SCROLL

1. See drawing A-372.

J. FESTOON BOX

02581-4



DRAWN	BKW	CITY OF INDEPENDENCE POWER & LIGHT DEPARTMENT ORNAMENTAL STREET LIGHT POLE SINGLE ARM WITH FESTOON	SHEET
CHECKED	RSK		1 OF 1
DATE	7-98		A-370
REVISED			

1. 3" x 5" festoon box tapped for an electrical outlet (receptacle) and/or a blank cover plate shall be located 15' measured vertically from the base of the pole. See Drawing # A-370.

K. WIND LOAD

1. 80 M.P.H. wind zone.

Approved: Valmont Fluted Pole #FL30-850-A340-6SW/SCB-FP-GREEN-HH-NC-LAB

02581-5

**SPECIFICATION 03-035-10
ORNAMENTAL DOUBLE ARM STREET LIGHT POLE**

PART 1 - GENERAL

A. SUMMARY

This specification outlines the requirements for design, materials, fabrication, and delivery of tubular steel poles.

B. REFERENCES

The tubular steel poles must meet at a minimum the following standards. Where there is a conflict between this specification and the referenced specifications or standards, this specification shall govern.

**AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)**

Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals as published in 1975, amended and adopted in 1985 and 1994, for static and wind load requirements.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Standard Specification for Carbon Structural Steel
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A595	Standard Specification for Steel Tubes, Low-Carbon, Tapered for Structural Use
ASTM D3359	Measuring Adhesion by Tape Test
ASTM F1554	Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC-SP6	Cleaning Exterior Steel Surface
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02581-1

C. **GENERAL**

1. The Fluted Steel Ornamental Street Light Pole shall conform to the specification contained herein.
2. Reference will be made to the drawing number(s) that will give the details of the light pole which will become part of these specifications.
3. Purchase orders will specify the mounting height, arm span, and delivery points.

D. **SUBMITTALS**

1. Certification that pole meets AASHTO standards will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency.
2. Supplier shall submit any and all data required by this specification.

E. **DELIVERY, STORAGE, AND HANDLING**

3. The Supplier shall ship the poles F.O.B. to the stated delivery site(s). The supplier shall be responsible for the poles until final inspection and acceptance has been completed. Poles shall be loaded on flat trailers and secured in position in such a manner so as assure damage-free receipt. Cross wires between stakes or similar devices shall be placed as to avoid chafing or other injury to the poles while in transit.
4. Poles held in storage shall be stacked on treated or non-decaying skids or beams arranged to support poles without noticeable deflection of the poles such that the poles do not contact ground, standing water, or vegetation and shall be piled to avoid damage to poles on bottom layers.

F. **SEQUENCING AND SCHEDULING**

1. The poles shall be shipped on schedule by the Supplier.
2. The individual(s) listed on the purchase order shall be notified 24 hours prior to delivery.

G. **WARRANTY**

1. The Supplier shall guarantee to remedy promptly, without cost to purchaser, any defects or workmanship that appears within 1 year after the date of delivery.
2. Transportation and labor costs to repair or replace a pole shall be the responsibility of the Supplier within the warranty period.
3. All poles shall be new, and all workmanship shall conform to the best standard practice.

PART 2 - EQUIPMENT AND MATERIALS

02581-2

A. MANUFACTURERS

1. The following list indicates the acceptable manufacturers:
 - a. Valmont
2. Other Manufacturers may be considered if, and only if, equal quality poles are proposed and accepted.

B. DESIGN

1. The structure design calculations shall be the responsibility of the manufacturer.
2. Tubular steel poles shall be designed for the configurations, loadings, and limitations provided in the specification and drawing(s).
3. Each shaft shall be designed for a single uniform taper from the baseplate to the top of the pole.
4. The tubular steel poles shall be designed with the required angle and axis of rake to assure the position of the top of the pole will be vertical with respect to the base when subjected to the design loading conditions.

C. LUMINAIRE MOUNTING HEIGHT

1. 35 feet vertically as measured from the base of the pole.

D. LIGHT POLE

1. Light pole shall be a base mounted, double arm structure, suitable for underground wiring with a 180° angle between the arms. See Drawing #A-371.
2. Shaft shall be 8.5" in diameter, tapered and have 16 sharp flutes that are uniform, equally spaced Doric flutes. The termination of the flutes shall be well defined by having no greater than 1.5 inch radii transition into the round section of the pole.
3. Shaft shall be formed from 11 gauge steel tubes conforming to ASTM A595 process, and have a constant linear taper of .14 in/ft.
5. Shaft shall be one piece, and contain no circumferential welded butt splices
5. Shaft shall be wrapped with protective paper and all small parts shall be boxed.
6. Shaft shall contain an internal grounding lug with a 1/4" or 3/8" hole. Ground lug shall be accessible from handhole.
7. Decorative pole cap shall be a sandcast alloy 356.2, and be attached to the pole using three set screws.

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8. The finish shall be hot dip galvanized to ASTM A123, painted using TGIC polyester powder, or provided with a combination coating using a TGIC polyester powder directly over hot dip galvanized. The color of the finished pole shall be Dark Green 923.

E. LUMINAIRE ARM

1. Luminaire arm shall have a 6 foot span as measured horizontally from the back side of the arm to the end of the arm. (See drawing A-373)
2. Luminaire arm shall be made from 2.375" diameter tubing with a minimum yield strength of 36,000 psi. The arm shall be 6' in length and have a 1' upsweep rise above the top of the pole. The pole and arm simplex components shall be made of cast steel and welded to their respective members.

F. LUMINAIRE

1. Maximum E.P.A. of luminaire: 2.0 ft²
2. Maximum luminaire weight: 60 lbs.

G. ANCHOR BASE

1. Anchor bolts shall conform to the requirements of AASHTO M314 Grade 55. The strength of the nuts shall equal or exceed the proof load of the bolts.
2. Anchor base plate shall conform to ASTM A36 and shall be integrally welded to the tubes with a telescopic welded joint. The bolt circle must be 11" to 12" in diameter.
3. Decorative cast aluminum nut cover shall be provided for each anchor bolt. Nut cover shall be a sandcast alloy 356.2. Each cover shall be attached to the pole with a stainless steel, self tapping, hex head screw.
4. Eight spacers to level pole shall be included.

H. HANDHOLE

1. Handhole is approximately 4" by 6" with an oval opening, with the major dimension along the vertical axis.
2. Handhole is centered 18" above the base of the pole and has a flush fitting aluminum door attached with stainless steel countersunk screws.
3. Handhole shall be located at 90° clockwise from the luminaire arm.

I. DECORATIVE SCROLL

1. See drawing A-372.

02581-4

J. WIND LOAD

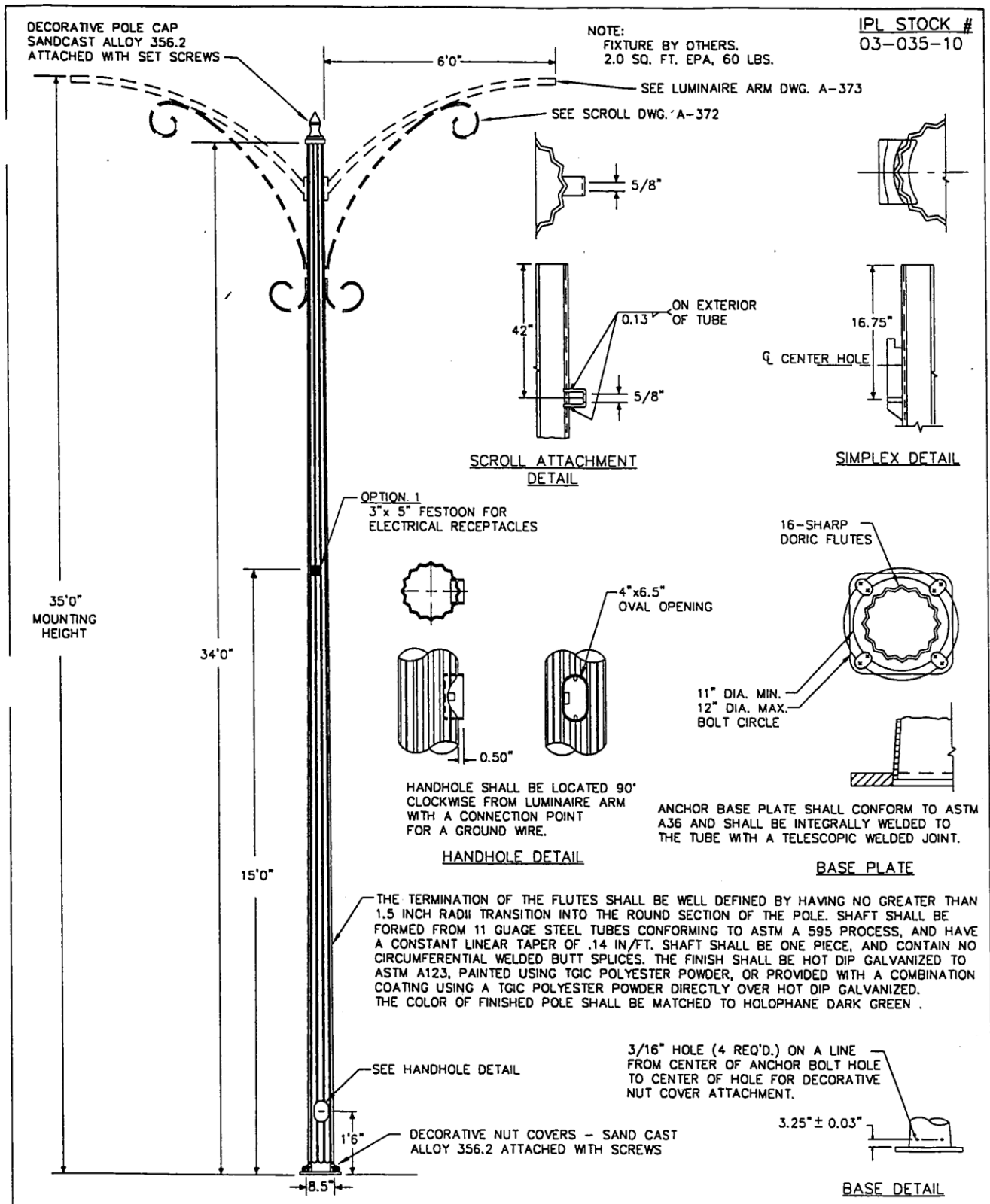
1. 80 M.P.H. wind zone.

K. FESTOON BOX

1. 3" x 5" festoon box tapped for an electrical outlet (receptacle) and/or a blank cover plate shall be located 15' measured vertically from the base of the pole. See Drawing #A-371.

Approved: Valmont Fluted Pole #FL30-850-A340-6DW/SCB-FP-GREEN-HH-NC-LAB

02581-5



DRAWN	BKW	CITY OF INDEPENDENCE POWER & LIGHT DEPARTMENT	SHEET
CHECKED	RSK		1 OF 1
DATE	7-98	ORNAMENTAL STREET LIGHT POLE DOUBLE ARM WITH FESTOON	A-371
REVISED			

Specification #65-010-10

Galvanized Steel Foundation

Sheet 1 of 2

This specification shall apply to power installed steel street light foundations. The prefabricated steel foundation assembly shall be designed to provide full permanent support for roadside lighting standards.

The steel foundation shall consist of a hollow steel shaft having a square plate welded to the upper end and a helical auger welded to the lower end. Bolt hole slots at the corners of the square base plate shall be located to fit conventional transformer bases or poles. Openings in the hollow shaft shall be provided to receive underground conduit. The assembly shall be designed to be installed with common rotary drilling equipment.

All material used in the fabrication of the foundation shall be new, unused and mill traceable meeting the following specifications:

Base plate - ASTM A36, hot rolled steel (AASH to Technical Bulletin #270) Grade - 2, per ASTM A252, steel pipe piles, seamless or straight welded

Shaft - grade B, per ASTM A53, steel pipe type E or S

Helix - ASTM A635, hot rolled steel

Pilot Point - ASTM A575, steel bar

Bolts - carriage bolt, per ANSI B-18.2.1, SAE J429 Grade 5

Components of the foundation shall meet or exceed the following minimum dimension specifications:

Shaft Outside Diameter -	8.625 inches
Shaft Length -	84.0 inches
Shaft Cableway Entry -	2.5 inches wide by 12 inches long
Cableway Entry Horizontal Position -	2 - entries at 180 degrees
Cableway Entry Vertical Position -	12.0 inches below baseplate
Base Plate Thickness -	1.0 inch
Base Plate Sides -	15.75 ± .25" inches by 15.75 inches
Base Plate Center Opening Diameter -	6.0 inches

Specification #65-010-10

October 4, 1995

page 2

Base Plate Variable Bolt Circle -	11.0 inches to 17.0 inches
Helix Diameter -	14.0 inches
Pilot Point Length -	8.25 inches

The steel foundation shall be fabricated by joining base plate, shaft and helix together by arc welding. The completed foundation shall be rated at 25,000 foot pounds of torque.

The foundation shall be furnished with four 1.0" by 4.0" 8 UNC Grade 5 carriage bolts, complete with four 1.0" nuts, four 1" lock nuts, four round washers, and four keeper rings.

The steel foundation and accessories shall be coated with zinc by a hot dipped galvanized process to meet or exceed requirements for the Class B1 of ASTM A153 specifications.

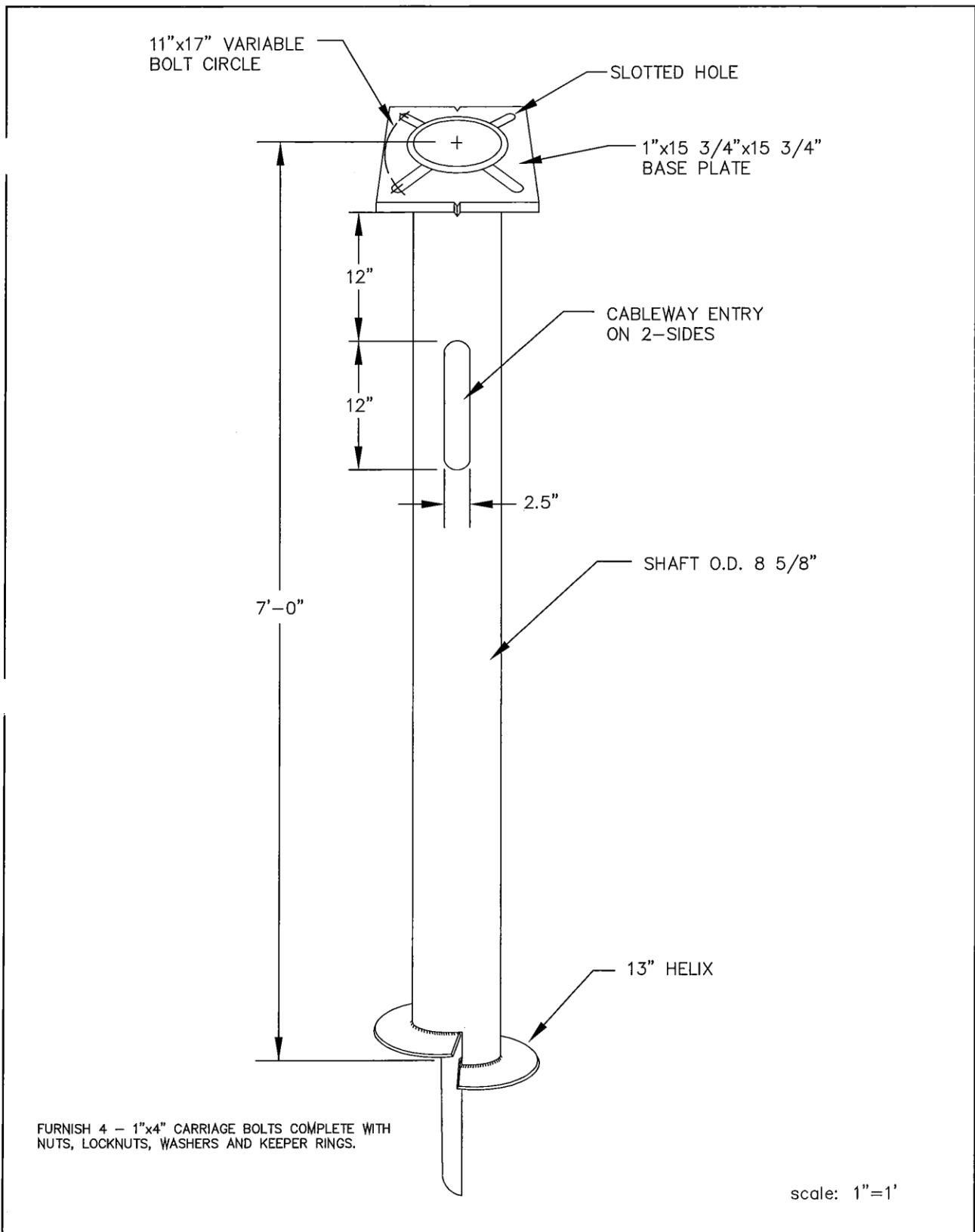
The foundation shall provide a strong and rigid support capable of resisting live loads on a 35 foot mounting height lighting standard and 15 foot mastarm in a 80 m.p.h. wind without failure or excessive deflection. The foundation shall also be sufficiently rigid to allow a break-away support mechanism to readily activate upon vehicle impact. Design shall comply with the standard specifications for structural supports for highway signs, luminaires, and traffic signals published by the American Association of State Highway and Transportation Officials.

See Detail Sheet 1 of 1, A-331

Approved Galvanized Steel Foundations:

A.B. Chance Co., #C112INDPVP

J.H. Botts #JHB884-1117IPL



DRAWN	BKW	M.O.S.S. APPR.	CITY OF INDEPENDENCE POWER & LIGHT DEPARTMENT	SHEET
CHECKED		T&D MGR. APPR.		1 OF 1
DATE	10-94	E&O MGR. APPR.	GALVANIZED STEEL FOUNDATION	A-331
REVISED	2-04	STD. COMM. APPR.		

SPECIFICATION NO. 65-020-05
BREAK-A-WAY TRANSFORMER BASE

This specification shall apply to an aluminum break-a-way transformer base. The transformer base shall be designed to securely attach to a prefabricated steel foundation and shall be designed to provide, in conjunction with the steel foundation, full permanent support for roadside lighting standards.

The transformer base shall consist of a hollow cast aluminum cubical with an impact resistant fabricated side access door. Bolt hole slots at the corners of the square base and square top of the cubical shall be located to fit steel foundations and poles. The assembly shall be designed to be mounted with four bolts in the bottom and four bolts in the top.

Wireway openings shall be provided in the top and bottom of the cubical for conductor access. The transformer base shall provide a strong rigid support capable of resisting live loads on a 35 foot mounting height lighting standard and 15 foot mastarm in a 80 m.p.h. wind without failure or excessive deflection. The aluminum alloy casting shall meet or exceed requirements for ASTM 356-T4 specifications.

The transformer base shall incorporate a break-a-way feature that will readily activate upon a 20 m.p.h. (32.2 KMPH) vehicle impact. Design shall comply with Federal Highway Administration Notice N5040.20 and with standard specifications for structural supports for highway signs, luminaries, and traffic signals published by the American Association of State Highway and Transportation Officials.

Components of the aluminum break-a-way transformer base shall meet the following minimum dimension specifications.

Cubical height	17.0 inches
Top plate sides	13.12 inches
Top plate variable bolt circle diameter	11.50 inches to 13.50 inches
Bottom plate sides	14.50 inches
Bottom plate variable bolt circle diameter	15.00 inches to 17.00 inches
Clear door opening	8.56 inches by 8.94 inches by 11.00 inches
Top plate Wireway diameter	6.50 inches
Bottom plate Wireway diameter	6.50 inches
Machine bolt	ASTM A325 Grade 5

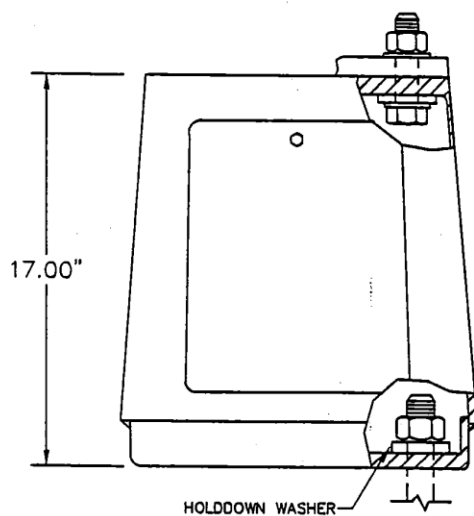
The transformer base shall be furnished with four 1.0 inch by 4.0 inch machine bolts complete with four lock washers, eight flat washers and four nuts. The bolts shall be coated with zinc by a hot dipped galvanized process to meet or exceed requirements for the Class B1 of ASTM A153 specifications.

The transformer base shall be furnished with an impact resistant and weather resistant, plastic or fiberglass side access door to fit clear door opening. Door shall be fitted with plastic or stainless steel fastener hardware.

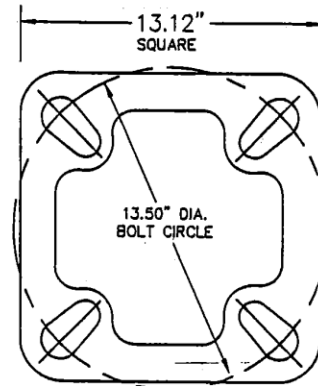
See detail sheet 1 of 1 A-339

Approved Aluminum Transformer Base:

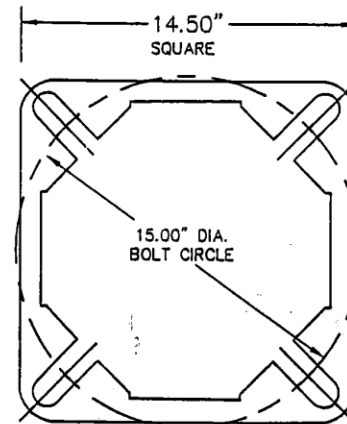
Valmont #MO93-BB23153



ELEVATION



TOP PLAN



BOTTOM PLAN

DRAWN BKW	M.O.S.S. APPR. FM	CITY OF INDEPENDENCE POWER & LIGHT DEPARTMENT ALUMINUM TRANSFORMER BASE	SHEET
CHECKED MBS	T&D MGR. APPR. DWF		1 OF 1
DATE 2-95	E&O MGR. APPR. EWR		A-339
REVISED	STD. COMM. APPR. JLL		

PART1 – GENERAL

A. SUMMARY

This specification covers the furnishing of all design, manufacturing, fabrication, materials, and labor to furnish and deliver complete FOB site, all tubular aluminum structures as indicated on the contract drawings or detail sheets and as specified herein.

B. REFERENCES

Structures shall be designed and manufactured in accordance with the latest revision of the following standards.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals as published in 1975, amended and adopted in 1985 and 1994, for static and wind load requirements.

C. GENERAL

1. Contract drawing(s) or attached detail sheet(s) indicates mounting height, arm span(s), luminaire E.P .A. and weight, and other special features or options.
2. Division 1 or purchase order will stipulate desired option(s) and delivery site(s).

D. SUBMITTALS

1. Supplier shall furnish all detailed drawings and data necessary for fabrication and installation of all structures furnished, including but not limited to the following:
 - a. Structure calculations: Calculations shall include luminaire arm, structure, base plate, and anchor bolt analysis.
 - b. Maximum loads and stresses shall be determined for the most critical wind direction.
 - c. The structure shall be analyzed in its final deflected position, at the arm to structure connection(s) and structure base.
 - d. Maximum arm and structure loads, stresses and combined stress ratios (CSR) shall be provided for the specified loading combinations, as well as maximum top of structure dead load rotation.

E. DELIVERY. STORAGE. AND HANDLING

1. The Supplier shall ship structures F.O.B. at stated delivery site(s). The supplier shall be responsible for the structures until final inspection and acceptance has been completed.
2. Structures held in storage shall be stacked on treated or non-decaying skids or beams arranged to support structures without noticeable deflection of the structures such that the structures do not contact ground, standing water, or vegetation and shall be placed to avoid damage to structures on bottom layers.
3. Structures shall be wrapped in protective covering prior to shipping. Protective covering shall not damage structures if left on structures for extended periods of time.
4. All small parts shall be boxed.

F. SEQUENCING AND SCHEDULING

1. All structures shall be shipped according to accepted schedule.
2. The individual(s) identified on the purchase order shall be notified 48 hours prior to delivery.

G. WARRANTY

1. The Supplier shall guarantee to remedy promptly, without cost to purchaser. any defects or workmanship that appears within 1 year after the date of delivery.
2. Transportation and labor costs to repair or replace a structure shall be the responsibility of the Supplier within the warranty period.
3. All structures shall be new, and all workmanship shall conform to the best standard practice.

PART 2 - EQUIPMENT AND MATERIALS

A. MANUFACTURERS

1. Acceptable manufacturers:
 - a. Hapco
 - b. Lexington
2. Other Manufacturers may be considered if, and only if, equal quality structures are proposed and accepted.

B. DESIGN

1. Structural design calculations shall be the responsibility of the manufacturer.
2. Structures shall be designed for the configurations, loadings, and limitations as stipulated in the specification and indicated on the drawing(s).
3. Each shaft shall be designed for a single uniform taper from the start of the tapering to the top of the structure.
4. Structures shall be designed with the required angle and axis of camber to assure the position of the top of the structure will be vertical with respect to the base when subjected to the normal design loading conditions.
5. Typical design details shall be in accordance with the following requirements:
 - a. Telescoping splices joining sections (slip joints) shall be designed for a minimum inside diameter of the outer section. Slip joint structure sections shall be dimensional checked and match marked. Erection drawings and assembly procedure instructions must correspond to exact requirements for slip joint connections.
 - b. Flanged joints for structure sections shall be pre-fitted and match marked to facilitate correct alignment during erection.
 - c. Shaft to baseplate and shaft to flange shall be full penetration welds.
 - d. Attachment welds and arm bracket welds shall be designed and detailed to develop the full loading of the, equipment to be attached.
 - e. Longitudinal welds shall be a minimum of 80%.
 - f. Longitudinal welds of the male section shall be full penetration.
 - g. Bolt holes shall have a tolerance of 1/4" for anchor bolts and 1/8" for all connection bolts.
 - h. Anchor bolts shall be caged.
6. Anchor bolt requirements shall be determined from the loading conditions as part of the design. The anchor bolts (if required) will be installed in a concrete foundation with a 28-day compressive strength of 3000 psi.

C. MATERIALS

1. All materials shall comply with requirements listed in Part 1, Section B of this specification.
2. Materials shall be new and conform to the following requirements:
 - a. Anchor bolts shall conform to ASTM F1554.
 - b. The material used for making welds shall be compatible with the parent material, and shall meet the structural requirements of the plates being joined.

D. FABRICATION

1. Fabrication methods shall follow the best accepted practice within the industry.
2. Structures shall be fabricated in strict compliance with the approved drawings. Material substitution or deviations shall not be made without prior written approval by the purchaser.
3. Welding sequence and procedures shall be completed to minimize distortion and shrinkage.
4. All welding shall be performed by qualified welders.
5. Each component shall be inspected for conformance to the approved drawings and specifications. The inspection shall include, but not be limited to the following:
 - a. Visual inspection of all dimensions to assure allowable tolerances are not exceeded.
 - b. Visual inspection of cut edges.
 - c. Visual inspection of bent surfaces for surface separation.
 - d. Visual inspection of bolt holes to assure perpendicular and circular holes with clean edges.
 - e. Visual inspection of all welds.
 - f. Visual inspection of all finishes.

E. PACKING AND SHIPPING

1. Each shipment shall include a detailed packing list that identifies all material by part number and associated hardware.
2. All material shall be carefully loaded and secured for shipment.

F. SOURCE QUALITY CONTROL

1. The purchaser reserves the right to inspect the manufacturing facilities during fabrication.
2. The manufacturer shall provide record documentation that verifies the material used in the fabrication of the structures meets the requirements of this specification.
3. The manufacturer shall demonstrate the quality assurance procedures that are applicable to the design, material, fabrication, and inspection associated with the production of the structures.

G. EQUIPMENT DETAIL SHEETS COVERED BY SPECIFICATION

A-376

A-377

A-384

PART 3 - PERFORMANCE (Not applicable)

Specification MA03306

6' Mastarm (Steel Pole)

Mastarm shall be made of 2", .121 wall minimum steel or aluminum tubing, 36,000 P.S.I. with a double bolt simplex fitting welded to pole end. Mastarm shall have a 4' rise from simplex fitting to achieve a 30' mounting height. If the mastarm is steel then bracket, shaft and fittings shall be hot dipped galvanized according to ASTM designation A-123. Mastarm shall meet or exceed standards set forth in ANSI C136 13-1979 Class C regarding load supporting ability and testing. Shall include hardware kit.

Detailed specifications must be submitted with alternative bids.

Drawings attached Revised 3/31/86 62-033-06

Specification MA03308

8' Mastarm (Steel Pole)

Mastarm shall be made of 2", .121 wall minimum steel or aluminum tubing, 36,000 P.S.I. with a double bolt simplex fitting welded to pole end. Mastarm shall have a 4' rise from simplex fitting to achieve a 30' mounting height. Each 8' mastarm shall be provided with a cover to be used on second simplex fitting on pole. If the mastarm is steel then bracket, shaft and fittings shall be hot dipped galvanized according to ASTM designation A-123. Mastarm shall meet or exceed standards set forth in ANSI C136 13-1979 Class C regarding load supporting ability and testing. Shall include hardware kit.

Detailed specifications must be submitted with alternative bids.

Drawings attached Revised 3/31/86 62-033-08

**City of Independence
Invitation to Bid 21045
Aluminum and Steel Poles
6/18/2021**

Steel Poles

ITEM	ESTIMATES	Fletcher Reinhardt Bridgeton, MO		Wesco Distribution Kansas City, MO	
		UNIT	EXTENDED	UNIT	EXTENDED
1	1	\$ 1,948.00	\$ 1,948.00	\$ 1,958.69	\$ 1,958.69
2	37	\$ 1,960.00	\$ 72,520.00	\$ 1,971.75	\$ 72,954.75
3	1	\$ 2,262.00	\$ 2,262.00	\$ 2,275.00	\$ 2,275.00
4	2	\$ 3,035.00	\$ 6,070.00	\$ 3,054.35	\$ 6,108.70
5	1	\$ 3,185.00	\$ 3,185.00	\$ 3,204.35	\$ 3,204.35
6	20	\$ 115.00	\$ 2,300.00	\$ 115.00	\$ 2,300.00
7	7	\$ 135.00	\$ 945.00	\$ 135.86	\$ 951.02
8	24	\$ 175.00	\$ 4,200.00	\$ 176.08	\$ 4,225.92
9	4	\$ 201.00	\$ -	\$ 202.20	\$ 808.80
10	0	\$ 471.00	\$ -	\$ 473.92	\$ -
11	2	\$ 410.00	\$ -	\$ 448.96	\$ 897.92
12	2	\$ 243.00	\$ -	\$ 265.82	\$ 531.64
13	14	\$ 849.00	\$ 11,886.00	\$ 928.65	\$ 13,001.10
TOTAL- YEAR ONE		\$ 14,989.00	\$ 105,316.00	\$ 15,210.63	\$ 109,217.89

Aluminum Poles

ITEM	ESTIMATES	Fletcher Reinhardt Bridgeton, MO		Wesco Distribution Kansas City, MO	
		UNIT	EXTENDED	UNIT	EXTENDED
14	1	\$ -	\$ -	\$ -	\$ -
15	7	\$ -	\$ -	\$ -	\$ -
16	1	\$ 907.00	\$ 907.00	\$ 991.25	\$ 991.25
17	16	\$ 2,262.00	\$ 36,192.00	\$ 2,472.85	\$ 39,565.60
18	0	\$ -	\$ -	\$ -	\$ -
19	0	\$ -	\$ -	\$ -	\$ -
20	8	\$ -	\$ -	\$ -	\$ -
21	14	\$ -	\$ -	\$ -	\$ -
22	1	\$ -	\$ -	\$ -	\$ -
23	1	\$ 315.00	\$ 315.00	\$ 345.00	\$ 345.00
24	3	\$ 315.00	\$ 945.00	\$ 345.00	\$ 1,035.00
25	6	\$ 562.00	\$ 3,372.00	\$ 615.37	\$ 3,692.22
26	30	\$ 437.00	\$ 13,110.00	\$ 440.22	\$ 13,206.60
27	5	\$ 459.00	\$ 2,295.00	\$ 461.95	\$ 2,309.75
TOTAL- YEAR ONE		\$ 5,257.00	\$ 57,136.00	\$ 5,671.64	\$ 61,145.42

Recommend award to Fletcher-Reinhardt and Wesco Distribution.

Renewal Pricing will be submitted 90 days prior to the Contract renewal each year.



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid 21045
Aluminum and Steel Poles
Response Deadline Date and Time: June 22, 2021, 2:00 p.m., Local Time

Deadline for questions is 2:00 p.m. local time on June 18, 2021
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Fletcher-Reinhardt Company Phone Number 314-506-0700
(Please print or type)

Address 3105 Corporate Exchange Court City Bridgeton State Mo. Zip 63044

Name of Authorized Agent Gary A. Bokermann Email gab@fr-electric.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid 21045

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

Professional Liability: Service Provider shall maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits -

Each Claim:	\$1,000,000
General Aggregate:	\$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -

Each Accident;	
Bodily Injury and Property Damage:	\$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.

Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that it has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$160,000.00 in purchase orders for fiscal year 2025-2026 to Anixter for steel and aluminum poles for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) uses steel and aluminum poles for street lighting to illuminate the way for pedestrians, cyclists, and motorists. Council approved contracts with Fletcher-Reinhardt and Wesco in 2021. Wesco has since been bought out by another firm named Anixter. IPL has continuously used these contracts since that time.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$160,000.00. Funding for the steel and aluminum poles is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Joseph Hegendeffner

Melissa Cabrera

Jeremy Cover

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. 21045 Wesco Bid Response
2. 21045 Bid Tabulation (1)

STEEL STREET LIGHT POLES AND STEEL MASTARMS		
ITEM #	IP&L STOCK NUMBER	LEAD TIME
1	03-020-01	10-12 WEEKS
2	03-035-00	10-12 WEEKS
3	03-035-01	10-12 WEEKS
4	03-035-08	10-12 WEEKS
5	03-035-10	10-12 WEEKS
6	62-010-06 (MAO1006)	4-6 WEEKS
7	62-010-08 (MAO1008)	4-6 WEEKS
8	62-033-06 (MAO3306)	10-12 WEEKS
9	62-033-08 (MAO3308)	10-12 WEEKS
10	62-035-01	10-12 WEEKS
11	62-035-06	10-12 WEEKS
12	62-036-06	10-12 WEEKS
	03-035-03	10-12 WEEKS
13	65-010-10	8-10 WEEKS
ALUMINUM POLES AND DAVIT ARMS		
14	05-012-01	
15	05-016-01	
16	05-020-10	11-13 WEEKS
17	05-040-10	11-13 WEEKS
18	60-150-05	
20	60-250-14	
21	60-250-15	
22	60-604-03	
23	62-016-01	
24	62-034-06	11-13 WEEKS
25	62-034-08	11-13 WEEKS
26	62-034-09	11-13 WEEKS

27	65-020-05	10-12 WEEKS (STEEL)
		11-13 WEEKS (AL)
28	65-020-08	10-12 WEEKS (STEEL)
		11-13 WEEKS (AL)
	NOTICE (from raw material manufacturers):	
	We reserve the right to update pricing as we continue to leverage resources to reduce costs and eliminate waste, however, costs continue to rise, and we are experiencing additional inflation across the spectrum of our product inputs.	

COMPANY (PO MADE OUT TO)	PART #
VALMONT STEEL	FL30-700A200-HH-NC-FP486-OS
VALMONT STEEL	EM60-900A370-0S-GV-HH-AH (2)M104-BTP
VALMONT STEEL	EM60-900A370-0D-GV-HH-AH (2)-M104-BTP
VALMONT STEEL	FL30-850A340-0S-FPGV-HH-NC-LAB
VALMONT STEEL	FL30-850A340-0D-FPGV-HH-NC-LAB
LEMAC	WP-2-6-A-48R
LEMAC	WP-2-8-A-48R
VALMONT STEEL	DS50-06-GV
VALMONT STEEL	DS50-08-GV
VALMONT STEEL	FL30-06-FP
VALMONT STEEL	FL30-60W/SCB-FP
VALMONT STEEL	ORNAMENTAL SCROLL-FP
VALMONT STEEL	DS60-850A300-0D-GV-HH-NC-LAB
LEMAC	HELIX08
	NO QUOTE - VALMONT HAS AN ALTERNATIVE
	NO QUOTE - VALMONT HAS AN ALTERNATIVE
VALMONT ALUMINUM	200065106D4Z
VALMONT ALUMINUM	330660808T4D
	NO QUOTE
	NO QUOTE
	NO QUOTE
	NO QUOTE
	NO QUOTE
VALMONT ALUMINUM	1DX06078048B
VALMONT ALUMINUM	1DX08078048
VALMONT ALUMINUM	2DX06078048

VALMONT STEEL	M-093-TB1-17 - TRANSFORMER BASE WITH CONNECTING HDW
VALMONT ALUMINUM	08R1315B17 (M-093-TB1-17) - AL BASE 10.5-13.5 BC TOP-13-15 BC BOT W/HDW
VALMONT STEEL	M-093-TB1-17 - TRANSFORMER BASE WITH CONNECTING HDW - FP DARK GREEN
VALMONT ALUMINUM	08R1315B17-DRK GRN (M-093-TB1-17)

QUOTE #	PRICE (EA)	FREIGHT ALLOWED
523039-01	\$1,958.69	Y
523039-01	\$1,971.75	Y
523039-01	\$2,275.00	Y
523039-01	\$3,054.35	Y
523039-01	\$3,204.35	Y
NA	\$115.00	Y
NA	\$135.86	Y
523039-01	\$176.08	Y
523039-01	\$202.20	Y
523039-01	\$473.92	Y
523039-01	\$448.96	Y
523039-01	\$265.82	Y
523039-01	\$2,032.13	Y
Q019644	\$928.65	Y
A30753	\$991.25	Y
A30753	\$2,472.85	Y
A30753	\$345.00	Y
A30753	\$345.00	Y
A30753	\$615.37	Y

523039-01	\$440.22	Y
A30753	\$440.22	Y
523039-01	\$461.95	Y
A30753	\$461.95	Y

NOTES

[illegible]

**City of Independence
Invitation to Bid 21045
Aluminum and Steel Poles
6/18/2021**

Steel Poles

ITEM	ESTIMATES	Fletcher Reinhardt Bridgeton, MO		Wesco Distribution Kansas City, MO	
		UNIT	EXTENDED	UNIT	EXTENDED
1	1	\$ 1,948.00	\$ 1,948.00	\$ 1,958.69	\$ 1,958.69
2	37	\$ 1,960.00	\$ 72,520.00	\$ 1,971.75	\$ 72,954.75
3	1	\$ 2,262.00	\$ 2,262.00	\$ 2,275.00	\$ 2,275.00
4	2	\$ 3,035.00	\$ 6,070.00	\$ 3,054.35	\$ 6,108.70
5	1	\$ 3,185.00	\$ 3,185.00	\$ 3,204.35	\$ 3,204.35
6	20	\$ 115.00	\$ 2,300.00	\$ 115.00	\$ 2,300.00
7	7	\$ 135.00	\$ 945.00	\$ 135.86	\$ 951.02
8	24	\$ 175.00	\$ 4,200.00	\$ 176.08	\$ 4,225.92
9	4	\$ 201.00	\$ -	\$ 202.20	\$ 808.80
10	0	\$ 471.00	\$ -	\$ 473.92	\$ -
11	2	\$ 410.00	\$ -	\$ 448.96	\$ 897.92
12	2	\$ 243.00	\$ -	\$ 265.82	\$ 531.64
13	14	\$ 849.00	\$ 11,886.00	\$ 928.65	\$ 13,001.10
TOTAL- YEAR ONE		\$ 14,989.00	\$ 105,316.00	\$ 15,210.63	\$ 109,217.89

Aluminum Poles

ITEM	ESTIMATES	Fletcher Reinhardt Bridgeton, MO		Wesco Distribution Kansas City, MO	
		UNIT	EXTENDED	UNIT	EXTENDED
14	1	\$ -	\$ -	\$ -	\$ -
15	7	\$ -	\$ -	\$ -	\$ -
16	1	\$ 907.00	\$ 907.00	\$ 991.25	\$ 991.25
17	16	\$ 2,262.00	\$ 36,192.00	\$ 2,472.85	\$ 39,565.60
18	0	\$ -	\$ -	\$ -	\$ -
19	0	\$ -	\$ -	\$ -	\$ -
20	8	\$ -	\$ -	\$ -	\$ -
21	14	\$ -	\$ -	\$ -	\$ -
22	1	\$ -	\$ -	\$ -	\$ -
23	1	\$ 315.00	\$ 315.00	\$ 345.00	\$ 345.00
24	3	\$ 315.00	\$ 945.00	\$ 345.00	\$ 1,035.00
25	6	\$ 562.00	\$ 3,372.00	\$ 615.37	\$ 3,692.22
26	30	\$ 437.00	\$ 13,110.00	\$ 440.22	\$ 13,206.60
27	5	\$ 459.00	\$ 2,295.00	\$ 461.95	\$ 2,309.75
TOTAL- YEAR ONE		\$ 5,257.00	\$ 57,136.00	\$ 5,671.64	\$ 61,145.42

Recommend award to Fletcher-Reinhardt and Wesco Distribution.

Renewal Pricing will be submitted 90 days prior to the Contract renewal each year.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$850,000 to Fletcher-Reinhardt, for utility hardware group 1, 2, 4, 5 and 6 for fiscal year 2025-2026, for the Power & Light Department.

Recommendations:

Council approval to issue a purchase order.

Background:

Utility hardware contracts are needed to assure pricing and availability of safety stock and long lead items for the Independence Power & Light (IPL) warehouse. There are ten categories (groups) of items that are used extensively by the Transmission and Distribution division. Contracts were awarded in 2019 to the lowest and most responsive bidder by group. These contracts have been in place for several years and will be needed in years to come to ensure availability of utility hardware products for day-to-day operations and timely responses to power outages.

This request is for approval of expenditures on a select grouping of items supplied by one of IPL's vendors, Fletcher-Reinhardt.

Approval of these items authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$850,000.00. Funding for the utility hardware groups 1,2,4,5,6 is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Joseph Hegendeffer

Melissa Cabrera

Jeremy Cover

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Fletcher-Reinhardt - Utility Hardware (Groups 1, 2, 4, 5 & 6)
2. 19058 Utility Hardware Bid Tabulation - Final Award (1)



INDEPENDENCE
★ MISSOURI ★

Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

INVITATION TO BID 19058
UTILITY HARDWARE

Response Deadline Date and Time: **June 5, 2019 at 2:00 p.m., Local Time**

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Fletcher-Reinhardt Company Phone Number 800-325-4579
(Please print or type)

Address 3105 Corporate Exchange Ct. City Bridgeton State MO Zip 63044

Name of Authorized Agent Jennifer Rash Email jennifer.rash@fr-electric.com

Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com.

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

GROUP 1 - UTILITY HARDWARE

Lead time required for Group 1 items: 5-14 wks ARO

ITEMS	UNIT PRICE
1. 30-012-18 Bolt, Double Arming, 5/8" X 18" Acceptable: Joslyn #J-8868 Hubbell #8868 Estimated Quantity - 96 Each Maintain Stock - 25 Each	\$ <u>2.70</u> /Each
Packaging: <u>25</u> Brand: <u>Mackean - Joslyn</u> Make/Model: <u>J8868</u>	
2. 30-012-20 Bolt, Double Arming, 5/8" X 20" Acceptable: Joslyn # J-8870 Hubbell #8870 Estimated Quantity - 120 Each Maintain Stock - 25 Each	\$ <u>2.67</u> /Each
Packaging: <u>25</u> Brand: <u>Mackean - Joslyn</u> Make/Model: <u>J8870</u>	
3. 30-012-22 Bolt, Double Arming, 5/8" X 22" Acceptable: Joslyn # J-8872 Hubbell #8872 Estimated Quantity - 60 Each Maintain Stock - 25 Each	\$ <u>3.02</u> /Each
Packaging: <u>25</u> Brand: <u>Mackean - Joslyn</u> Make/Model: <u>J8872</u>	
4. 30-013-20 Bolts, Silicone Bronze, Hex Head, 1/2" X 2" Acceptable: Burndy #50200 HEB BOX — Blackburn #50200BB Estimated Quantity - 575 Each Maintain Stock - 150 Each	\$ <u>2.07</u> /Each
Packaging: <u>1</u> Brand: <u>Burndy</u> Make/Model: <u>50X200 HEBBOX</u>	<i>correct part # is 50X200 HEBBOX</i>

- 30-014-10
5. Eye Bolt, Oval, 5/8" X 10" \$ 2.85 /Each
Acceptable: Joslyn #9410
Hubbell #29960
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: Maclean-Joslyn
Make/Model: J9410

- 30-014-12
6. Eye Bolt, Oval 5/8" X 12" \$ 3.09 /Each
Acceptable: Joslyn #J9412
Hubbell #29962
Estimated Quantity - 70 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: Hubbell
Make/Model: 29962

- 30-015-06
7. Bolt, Machine, 1/2" X 6" \$.881 /Each
Acceptable: Joslyn #J-8706
Hubbell #8706
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: HRS
Make/Model: 8706

- 30-016-10
8. Bolt, Machine 5/8" x 10" \$ 1.09 /Each
Acceptable: Joslyn #J-8810
Hubbell #8810
Estimated Quantity - 850 Each
Maintain Stock - 300 Each

Packaging: 50
Brand: Maclean-Joslyn
Make/Model: J8810

- 30-016-12
9. Bolt, Machine 5/8" x 12" with nuts \$ 1.25 /Each
Acceptable: Joslyn #J-8812
Hubbell #8812
Estimated Quantity - 3500 Each
Maintain Stock - 900 Each

Packaging: 50
Brand: Maclean-Joslyn
Make/Model: J8812

- 30-016-14
10. Bolt, Machine 5/8" x 14" with nuts \$ 1.37 /Each
Acceptable: Joslyn #J-8814
Hubbell #8814
Estimated Quantity - 850 Each
Maintain Stock - 200 Each

Packaging: 25
Brand: Maclean-Joslyn
Make/Model: J8814

- 30-016-16
11. Bolt, Machine, 5/8" X 16" \$ 1.56 /Each
Acceptable: Joslyn #J-8816
Hubbell #8816
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: Maclean-Joslyn
Make/Model: J8816

- 30-017-12
12. Bolt, Machine, 3/4" X 12" \$ 2.07 /Each
Acceptable: Joslyn #J-8912
Hubbell #8912
Estimated Quantity - 112 Each
Maintain Stock - 25 Each

Packaging: 25
Brand: Hubbell
Make/Model: 8912

- 30-017-14
13. Bolt, Machine, 3/4" X 14" \$ 2.53 /Each
Acceptable: Joslyn #J-8914
Hubbell #8914
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging: 25
Brand: Hubbell
Make/Model: 8914

- 30-031-42
14. Brace, Wood Crossarm, 42 1/2", 60" Span and 30" Drop, 9/16" \$ 19.61 /Pair
Acceptable: Hughes #2045-D45-9-11
Joslyn #J-5130
Aluma Form #AF-6030
Chance #PSCAF6030
Estimated Quantity - 215 Pair
Maintain Stock - 60 Pair

Packaging: 5
Brand: AlumaForm
Make/Model: AF-6030

- 30-049-19
15. Bracket, Vertical Insulator \$ 33.02 /Each
Acceptable: Maclean #G1MDA118AT
AlumaForm #F1CA-MV-A18-C7
Estimated Quantity - 135 Each
Maintain Stock - 24 Each

Packaging: 4
Brand: Maclean
Make/Model: G1MDA118AT

- 30-060-10
16. Secondary Clevis \$ 3.35 /Each
Acceptable: Hubbell #468
Joslyn #J-093
Estimated Quantity - 2000 Each
Maintain Stock - 500 Each

Packaging: 25
Brand: Maclean-Joslyn
Make/Model: J093

- 30-080-00
17. Connector, Bronze Vice, 6 SOL-2OL \$ 3.35 /Each
Acceptable: Maclean #BVC-2
Blackburn #VGC23
Estimated Quantity - 1000 Each
Maintain Stock - 250 Each

Packaging: 200
Brand: Maclean
Make/Model: BVC-2

- 30-080-05
18. Connector-Ground Wire to Pad Mount Trans., #6 SOL to 1/0 Str \$ 4.96 /Each
Acceptable: Hubbell #GC-207
Estimated Quantity - 250 Each
Maintain Stock - 50 Each
Packaging: 25
Brand: Hubbell
Make/Model: GC-207
- 30-100-08
19. 8 Foot, 4 Pin, 3 1/2" X 4 1/2", Penta Treated Crossarm, as per \$ 44.17 /Each
specification No. CARM001 attached.
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 200 Each
Maintain Stock - 50 Each
Packaging: 25
Brand: Brooks
Make/Model: 3-3/4 x 4-3/4 x 8'
- 30-100-10
20. 10 Foot, 4 Pin, 4 3/4" X 3 3/4", Penta Treated Crossarm, as per \$ 55.17 /Each
specification No. CARM001 attached.
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 55 Each
Maintain Stock - 25 Each
Packaging: 25
Brand: Brooks
Make/Model: 3-3/4 x 4-3/4 x 10'
- 30-140-01
21. Pole Plates-Copper \$ 8.15 /Each
Acceptable: Eritech #EGP-100
"No Substitues"
Estimated Quantity - 200 Each
Maintain Stock - 50 Each
Packaging: 1
Brand: Eritech
Make/Model: EGP-100

30-140-08
22. Ground Rod, 5/8" X 8' Copper Bonded \$ 9.34 /Each
Acceptable: Joslyn #J-8338
Blackburn #6258
Eritech #615880
Galvan #6258
Hubbell #C615880
Estimated Quantity - 300 Each
Maintain Stock - 50 Each

Packaging: 5
Brand: Eritech
Make/Model: 615880

30-159-10
23. Insulator Spool, secondary, polymer \$ 1.07 /Each
Acceptable: Hubbell #C9091032P
Estimated Quantity - 2200 Each
Maintain Stock - 160 Each

Packaging: 50
Brand: Hubbell
Make/Model: C9091032P

30-161-15
24. Insulator, deadend, polymer, 15 KV, ANSI DS-15 \$ 10.03 /Each
Acceptable: Maclean #DS-15M
Hubbell #401015-0215
Alumaform #DEI-15
Estimated Quantity - 560 Each
Maintain Stock - 180 Each

Packaging: 15
Brand: Hubbell
Make/Model: 401015-0215

30-170-10
25. Insulator, 13 KV, pin type, grey color. \$ 4.28 /Each
Acceptable: Preformed #IP-15C
Estimated Quantity - 900 Each
Maintain Stock - 180 Each

Packaging: 18
Brand: Preformed
Make/Model: IP-15-C

- 30-200-10
26. Pole Key Expanding Anchor \$ 49.62 /Each
Acceptable: Joslyn #J-4817
Hubbell #P-4817
Estimated Quantity - 12 Each
Maintain Stock - 5 Each

Packaging: 1
Brand: Hubbell
Make/Model: P-4817

- 30-400-10
27. Plastic Groundwire Moulding, 1/2" X 8' \$.989 /Each
Acceptable: Joslyn #PM128
Hubbell #96KG 1/2
Preformed #GWM-7100
Estimated Quantity - 750 Each
Maintain Stock - 100 Each

Packaging: 125
Brand: Preformed
Make/Model: GWM-7100

- 30-450-10
28. 5/8" Oval Eye Nut \$ 1.25 /Each
Acceptable: Joslyn #J1092
Continental #EN-5
Hubbell #6502
Line Hardware #OEN58
AlumaForm #AF1092
Estimated Quantity - 300 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Line Hardware
Make/Model: OEN58

- 30-451-10
29. 1/2" Square Locknut, MF \$.141 /Each
Acceptable: Joslyn #J-8582
Hubbell #3511
Line Hardware #SLN12
AlumaForm #AF8582
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging: 2000
Brand: Line Hardware
Make/Model: SLN12

30. 30-451-20
Locknut, MF, 5/8" Square \$.172 /Each
Acceptable: Joslyn #J 8583
Hubbell #3512
Line Hardware #SLN58
AlumaForm #AF8583
Estimated Quantity - 5000 Each
Maintain Stock - 800 Each

Packaging: 1000
Brand: Hubbell
Make/Model: 3512

31. 30-451-30
Locknut, 3/4" \$.411 /Each
Acceptable: Joslyn #J8584
Hubbell #3513
Estimated Quantity - 350 Each
Maintain Stock - 75 Each

Packaging: 750
Brand: Hubbell
Make/Model: 3513

32. 30-455-10
Silicone Bronze Hex Nuts, 1/2" Diameter W/ 13 Threads \$.788 /Each
Acceptable: Blackburn #50010HN
Burndy #50C HEB BOX - *correct part #50CHENBOX*
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging: 1
Brand: Burndy
Make/Model: 50CHENBOX

33. 30-502-10
Pin, Crossarm 5/8" shank \$ 4.38 /Each
Acceptable: Hubbell #881-A
Joslyn #J-204Z
AlumaForm #AF204
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 25
Brand: Hubbell
Make/Model: 881A

- 30-503-10
 34. Pole Top Pin, lead thread 1", straight base \$ 7.04 /Each
 Acceptable: Hubbell #2170
 Joslyn #J-1368Z
 Estimated Quantity - 360 Each
 Maintain Stock - 90 Each
 Packaging: 15
 Brand: Hubbell
 Make/Model: 2170
- 30-540-10
 35. 1/2" X 4" Lag Screw \$.682 /Each
 Acceptable: Joslyn #J-8754TP
 Estimated Quantity - 700 Each
 Maintain Stock - 250 Each
 Packaging: 200
 Brand: Maclean-Joslyn
 Make/Model: J8754TP
- 30-542-15
 36. Screw, cap hex head - 1/2" x 3/4" \$.951 /Each
 Acceptable: Fastenal #13205
 Estimated Quantity - 350 Each
 Maintain Stock - 150 Each
 Packaging: 400
 Brand: Fastenal
 Make/Model: 13205
- 30-543-10
 37. Screw, drive hook 7/16" x 5 1/2" \$.776 /Each
 Acceptable: Joslyn #J3316P
 FWC #FW 3316P
 Hubbell #C2050190
 Estimated Quantity - 500 Each
 Maintain Stock - 250 Each
 Packaging: 200
 Brand: Maclean-Joslyn
 Make/Model: J3316P
- 30-544-10
 38. Screw Eye Bolt, Hookeye Type \$ 1.08 /Each
 Acceptable: Hubbell #8777
 Estimated Quantity - 240 Each
 Maintain Stock - 50 Each
 Packaging: 200
 Brand: Hubbell
 Make/Model: 8777

- 30-551-10
39. Staples for Plastic Ground Wire Moulding, Electro-Galv. \$.094 /Each
Acceptable: Joslyn #J-7487
Hubbell #C205-0209
Estimated Quantity - 6400 Each
Maintain Stock - 1050 Each

Packaging: 1000
Brand: Mackean-Joslyn
Make/Model: J7487

- 30-552-10
40. Groundwire Staples, 2" X 1/4", Cut Point Copperweld \$ N/A /Each
Acceptable: Joslyn #J-6653
Estimated Quantity - 8400 Each \$ 9.51 /LBS.
Maintain Stock - 2100 Each

Packaging: 50 lbs.
Brand: Mackean-Joslyn
Make/Model: J6653

- 30-560-05
41. Washer, square-curved, 11/16" \$.847 /Each
Acceptable: Hubbell #6823- 1/2
Joslyn #J-113
AlumaForm #AF113
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: 50
Brand: Mackean-Joslyn
Make/Model: J113

- 30-560-15
42. Washer, square-curved, 11/16" \$.505 /Each
Acceptable: Hubbell #682212
Joslyn #J-6823
Chance #6822 1/2
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: Hubbell
Make/Model: J6823

- 30-560-40
43. Washer, round, flat 1/2" durium \$.647 /Each
Acceptable: Blackburn 50040FW
Burndy 50 FW BOX
Estimated Quantity - 1500 Each
Maintain Stock - 450 Each

Packaging: 1
Brand: Burndy
Make/Model: 50FWBOX

- 30-561-10
44. Washer, square, 2" x 2" x 1/8", 9/16" hole diameter \$.258 /Each
Acceptable: Joslyn #J-1073
Hubbell #6811
AlumaForm #AF1073
Estimated Quantity - 900 Each
Maintain Stock - 225 Each

Packaging: 300
Brand: Hubbell
Make/Model: 6811

- 30-561-15
45. Washer, square, 2" x 2" x 1/8", 11/16" hole diameter \$.282 /Each
Acceptable: Joslyn #J-1074
Hubbell #6812
Estimated Quantity - 900 Each
Maintain Stock - 300 Each

Packaging: 300
Brand: Maclean-Joslyn
Make/Model: J1074

- 30-562-10
46. 1/2" Splitlock Washer \$.082 /Each
Acceptable: Joslyn #J-138
Hubbell #4035
Line Hardware #LW-12
AlumaForm #LW-12
Estimated Quantity - 500 Each
Maintain Stock - 150 Each

Packaging: 2500
Brand: Hubbell
Make/Model: 4035

- 30-562-20
47. Washer, Splitlock 1/2" durium bronze plated
Acceptable: Blackburn 50030SW
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

\$ 1.27 /Each

Packaging: 50
Brand: ABB - Blackburn
Make/Model: 50030SW

GROUP 2 - CONNECTORS

Lead time required for Group 2 items: STK-8 wks ARO

ITEMS	UNIT PRICE
48. 31-050-05 Hotline Clamp Acceptable: Anderson #BC 2/0 MacLean #C1520 Estimated Quantity - 700 Each Maintain Stock - 180 Each Packaging: <u>50</u> Brand: <u>Hubbell-Anderson</u> Make/Model: <u>BC2/0</u>	\$ <u>7.76</u> /Each
49. 31-050-30 Hot Line Clamp Acceptable: Hubbell #S1540AGP Anderson #AH7GP MacLean #MPS-C1540AP Estimated Quantity - 72 Each Maintain Stock - 25 Each Packaging: <u>25</u> Brand: <u>Maclean</u> Make/Model: <u>C1540AP</u>	\$ <u>21.87</u> /Each
50. 31-060-10 Deadend Clamp Acceptable: Maclean #ASO-398-1-N Hubbell #ASOD3981N AlumaForm #DES A50398-1 Estimated Quantity - 360 Each Maintain Stock - 50 Each Packaging: <u>25</u> Brand: <u>Hubbell</u> Make/Model: <u>ASOD3981N</u>	\$ <u>6.94</u> /Each
51. 31-060-30 Dead-End Clamp Acceptable: Maclean #ASO-858-2-N Hubbell #ASOD8582N AlumaForm #DES A50858-2 Estimated Quantity - 240 Each Maintain Stock - 50 Each Packaging: <u>10</u> Brand: <u>Hubbell</u> Make/Model: <u>ASOD8582N</u>	\$ <u>14.36</u> /Each

- 31-064-10
52. Connector, bolted 2/0 - 6 to 2/0 to 6 \$ 1.50 /Each
Acceptable: Blackburn PAE 2121-9
Hubbell #LC52AXB
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: 25
Brand: Hubbell
Make/Model: LC52AXB

- 31-064-20
53. Connector, bolted 4/0 - 6 to 4/0 - 6 \$ 6.03 /Each
Acceptable: Blackburn PAE-4141-9
Estimated Quantity - 3600 Each
Maintain Stock - 900 Each

Packaging: 25
Brand: ABB-Blackburn
Make/Model: PAE-4141-9

- 31-064-30
54. Connector, bolted 397.5 - 6 to 2/0 - 6 \$ 4.42 /Each
Acceptable: Blackburn PAE-3921-9 - *Correct part # PAE-3921-9-2*
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 25
Brand: ABB-Blackburn
Make/Model: PAE-3921-9-2

- 31-070-02
55. Hot line Stirrup, Aluminum or Copper, #6 to 500 \$ 41.43 /Each
Acceptable: Hastings #9265AC-AGP
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 1
Brand: Hastings
Make/Model: 9265AC-AGP

- 31-070-05
56. Connector, compression, Alum. #6 STR. to #12 (Street Ltg). \$.38 /Each
Acceptable: Blackburn #WR9
Estimated Quantity - 480 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: ABB-Blackburn
Make/Model: WR9

- 31-075-10
57. Compression Connector, Copper
Acceptable: Blackburn #CF44-1
Burndy #YC4C6
Thomas & Betts #54730
Homac #301-82
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

\$.588 /Each

Packaging: 1
Brand: Burndy
Make/Model: YC4C6

- 31-080-40
58. Connector, Fired-on 477
Acceptable: AMPACT 1-602031-3
Estimated Quantity - 240 Each
Maintain Stock - 50 Each

\$ 26.08 /Each

Packaging: 20
Brand: Amfact
Make/Model: 1-602031-3

- 31-080-65
59. Connector, Fired-on 556.5
Acceptable: AMPACT 1-602031-2
Estimated Quantity - 48 Each
Maintain Stock - 10 Each

\$ 26.08 /Each

Packaging: 5
Brand: Amfact
Make/Model: 1-602031-2

- 31-081-05
60. Cartridges for fired-on connector - color: Yellow
Acceptable: AMPACT #69338-4
Estimated Quantity - 420 Each
Maintain Stock - 100

\$ 2.64 /Each

Packaging: 25
Brand: Amfact
Make/Model: 69338-4

- 31-090-85
61. 5/8" Ground Rod Clamp
Acceptable: Burndy #GRC58
Hubbell #GC5G5
Estimated Quantity - 360 Each
Maintain Stock - 90 Each
Packaging: 100
Brand: Burndy
Make/Model: GRC58

\$ 1.41 /Each

- 31-095-02 \$ 4.60 /Each
62. Squirrel Guard Cover-up Riser Arrestor
 Acceptable: TE Connectivity PN# BCAC-P-IC-5D/6 — *correct part #BCAC-P-IC-5D/6 (B6)*
 Estimated Quantity – 200 Each
 Maintain Stock – 24 Each
 Packaging: 60
 Brand: TE Connectivity
 Make/Model: BCAC-P-IC-5D/6 (B6)
- 31-100-05 \$.586 /Each
63. Grip, Deadend, pre-formed #6 ACSR
 Acceptable: Preformed #SG4500
 Hubbell #SGFW4500
 Helical #HSG-510
 Estimated Quantity - 480 Each
 Maintain Stock - 300 Each
 Packaging: 300
 Brand: Preformed
 Make/Model: SG4500
- 31-100-10 \$.608 /Each
64. Grip, Deadend, pre-formed #4 ACSR
 Acceptable: Preformed #SG4502
 Helical #HSG-514
 Hubbell #SGFW4502
 Estimated Quantity - 720 Each
 Maintain Stock - 300 Each
 Packaging: 300
 Brand: Preformed
 Make/Model: SG4502
- 31-100-15 \$.706 /Each
65. Grip, Deadend, pre-formed #2 ACSR
 Acceptable: Preformed #SG4504
 Helical #HSG-518
 Hubbell #SGFW4504
 Estimated Quantity - 700 Each
 Maintain Stock - 200 Each
 Packaging: 200
 Brand: Helical
 Make/Model: HSG-518

- 31-100-20
66. Grip, Deadend, pre-formed 1/0 ACSR-Service \$ 1.11 /Each
Acceptable: Preformed #SG4506
Helical #HSG-522
Hubbell #SGFW4506
Estimated Quantity - 360 Each
Maintain Stock - 200 Each

Packaging: 100
Brand: Helical
Make/Model: HSG-522

31-100-30

67. Grip, Deadend, pre-formed 3/0 ACSR-Service \$ 1.25 /Each
Acceptable: Preformed #SG4508
Hubbell #SGFW4508
Helical #HSG-526
Estimated Quantity - 100 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Helical
Make/Model: HSG-526

- 31-100-45
68. Grip, Deadend, pre-formed 4/0 ACSR-Service \$ 1.35 /Each
Acceptable: Preformed #SG4509
Helical #HSG-528
Hubbell #SGFW4509
Estimated Quantity - 120 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Helical
Make/Model: HSG-528

- 31-190-02
69. Triplex Neutral Splice, Semi-Tension \$ 1.32 /Each
Acceptable: Blackburn # TR 64
Burndy #YSS2R
Hubbell #VANS11
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 1
Brand: Burndy
Make/Model: YSS2R

31-190-04
70. Triplex Neutral Splice, Semi-tension \$ 1.32 /Each
#2 Solid. Cap Color "Orange"
Acceptable: Blackburn #TR63
Burndy #YSS-4R
ESP #ASN-4RW
Hubbell #VANS44
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 1
Brand: Burndy
Make/Model: YSS-4R

31-190-06
71. Semi-tension Splice - Triplex Neutral #6 \$ 1.32 /Each
Acceptable: Blackburn TR-61
Burndy #YSS6RG2
Hubbell #VAN566
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Burndy
Make/Model: YSS6RG2

31-200-10
72. Pre-Insulated Service Entrance Sleeve \$, 423 /Each
Acceptable: Penn Union #PIK44
Blackburn #ICS-64
Burndy #ES4W4W
Estimated Quantity - 240 Each
Maintain Stock - 60 Each

Packaging: 100
Brand: Burndy
Make/Model: ES4W4W

31-200-15
73. Pre-Insulated Service Entrance Sleeve \$, 423 /Each
Acceptance: Blackburn # ICS-67
Penn Union #PIK24
Burndy #ES2W4W
Estimated Quality - 300 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Burndy
Make/Model: ES2W4W

- 31-200-20
74. Pre-Insulated Service Entrance Sleeve \$.423 /Each
Acceptance: Penn Union PIK14
Blackburn ICS-71
Burndy ES2R4W
Estimated Quantity - 240 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Burndy
Make/Model: ES2R4W

- 31-200-30
75. Pre-Insulated Service Entrance Sleeve \$.423 /Each
Acceptable: Blackburn #ICS-68
Penn Union #PIK22
Burndy #ES2W2W
Estimated Quantity - 8
00 Each
Maintain Stock - 15 Each

Packaging: 100
Brand: Burndy
Make/Model: ES2W2W

- 31-200-35
76. Pre-Insulated Service Entrance Sleeve \$.423 /Each
Acceptable: Blackburn #ICS 72-1
Penn Union #PIK-12
Burndy #ES2R2W
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 100
Brand: Burndy
Make/Model: ES2R2W

- 31-200-40
77. Pre-Insulated Service Entrance Sleeve \$.435 /Each
Acceptable: Blackburn #ICS-76
Burndy #ES25R2W
Estimated Quantity - 120 Each
Maintain Stock - 24 Each

Packaging: 100
Brand: Burndy
Make/Model: ES25R2W

- 31-200-45
78. Pre-Insulated Service Entrance Sleeve \$.423 /Each
Acceptable: Blackburn #ICS-73
Burndy ES2R2R
Estimated Quantity - 720 Each
Maintain Stock - 180 Each

Packaging: 100
Brand: Burndy
Make/Model: ES2R2R
- 31-200-50
79. Pre-Insulated Service Entrance Sleeve \$.435 /Each
Acceptable: Blackburn #ICS-77
Penn Union #PIK01
Burndy #ES25R2R
Estimated Quantity - 300 Each
Maintain Stock - 90 Each

Packaging: 100
Brand: Burndy
Make/Model: ES25R2R
- 31-200-55
80. Pre-Insulated Service Entrance Sleeve \$.435 /Each
Acceptable: Penn Union #PIK00
Blackburn #ICS-78
Burndy #ES25R25R
Estimated Quality - 800 Each
Maintain Stock - 150 Each

Packaging: 100
Brand: Burndy
Make/Model: ES25R25R
- 31-200-65
81. Pre-Insulated Service Entrance Sleeve- Main: 4/0 Str AWG \$ 2.39 /Each
Color code- "Pink"
Acceptable: Penn Union #PIK-4040
Blackburn #IKL-69
Estimated Quality - 100 Each
Maintain Stock - 24 Each

Packaging: 100
Brand: Penn Union
Make/Model: PIK-4040

- 31-255-05
82. Automatic Full Tension Splice \$ 8.01 /Each
Acceptable: Maclean #21
Fargo #GL-114
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Hubbell-Fargo
Make/Model: GL-114

- 31-255-10
83. Automatic Full Tension Splice \$ 3.93 /Each
Acceptable: Maclean #61
Fargo #GL-111
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Hubbell-Fargo
Make/Model: GL-111

- 31-255-20
84. Automatic Full Tension Splice \$ 5.86 /Each
Acceptable: Maclean #27
Fargo #GL-115
Hubbell #GL4042A
AlumaForm #ASC42
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 25
Brand: Hubbell
Make/Model: GL4042A

- 31-259-20
85. Automatic Full Tension Splice \$ 5.62 /Each
Acceptable: Blackburn Autoset - ATS42
MacLean #7652AP
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 100
Brand: Maclean
Make/Model: 7652AP

- 31-355-15
86. Terminal Plug \$ 1.80 /Each
Acceptable: Burndy #YE2R25
Hubbell #PT2425
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 25
Brand: Burndy
Make/Model: YE2R25

- 31-400-25
87. Tie, Distribution, Pre-formed, 477 Alum. \$ 3.35 /Each
Acceptable: Preformed #UTC 1111
Hubbell #LDIC4011AS
Helical #HDIC 036
Estimated Quantity - 130 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Hubbell
Make/Model: LDIC4011AS

- 31-400-30
88. Tie, Distribution, Pre-formed, 556.5 Alum. \$ 3.76 /Each
Acceptable: Preformed #UTC 1112
Hubbell #LDIC4012AS
Estimated Quantity - 150 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Hubbell
Make/Model: LDIC4012AS

- 31-425-06
89. Tie Wire, #6 Alum. \$ 4.60 /Each
Estimated Quantity - 200 LB
Maintain Stock - 50 LB

Packaging: 25 lb.
Brand: Alan Wire
Make/Model: 6 SOL Alum 25#SP

- 31-999-10
90. Connector, Grounding Arrestor 2 STR - 12 STR \$ 5.11 /Each
Acceptable: Hubbell #GC-207LA
Estimated Quantity - 135 Each
Maintain Stock - 45 Each

Packaging: 25
Brand: Hubbell
Make/Model: GC-207LA

- 31-999-30
91. Insulation piercing metering connector \$ 13.46 /Each
Acceptable: Utilco #UPC-500-12
Estimated Quantity -72 Each
Maintain Stock - 18 Each

Packaging: 4
Brand: Utilco
Make/Model: UPC-500-12

- 32-010-10
92. Power Installed Screw Anchors, 11 5/16" Diameter \$ 57.31 /Each
Helix with 3/4" X 7' Rod and Twineye Nut
Acceptable: Joslyn Single Helix J-23738CAB.4; Rod J-12254R.2; Eyenut J-16562
Hubbell Single Helix E-102-0821; Rod 12632-P; Eyenut 6562
Dixie #D-1114 & D-75-D
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging: 1
Brand: Hubbell
Make/Model: E102-0821 w/ 12632-P, + 6562

- 32-020-08
93. Eight-Way Anchor, 8" Hole Size, 5/8" Rod Size \$ 11.66 /Each
Acceptable: Joslyn #J-8135
Hubbell #88135
Estimated Quantity - 24 Each
Maintain Stock - 6 Each

Packaging: 6
Brand: Hubbell
Make/Model: 88135

- 32-055-50
94. Anchor Shackles, 1/2" with 5/8" pin (22,000 lbs) \$ 5.67 /Each
Acceptable: Reliable #ASH-45
Hubbell #5801
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Hubbell
Make/Model: 5801

- 32-060-10
95. Grip, Deadend, pre-formed EHS 5/16" Guy \$ 2.22 /Each
 Acceptable: Preformed #GDE-2106
 Dulmison #SGG-0790-C
 Helical #HG-309-5/16
 Estimated Quantity - 105 Each
 Maintain Stock - 15 Each
- Packaging: 50
 Brand: Helical
 Make/Model: HG-309-5/16
- 32-060-20
96. Grip, Deadend, pre-formed EHS 3/8" Guy \$ 2.48 /Each
 Acceptable: Preformed #GDE-2107
 Dulmison #SGG-0915-C
 Helical #HG-310 3/8
 Estimated Quantity - 720 Each
 Maintain Stock - 200 Each
- Packaging: 50
 Brand: Helical
 Make/Model: HG-310-3/8
- 32-060-30
97. Grip, Deadend, pre-formed EHS 7/16" Guy \$ 4.72 /Each
 Acceptable: Preformed #GDE-2108
 Dulmison #SGG-1105-C
 Helical #HG-311 7/16
 Estimated Quantity - 120 Each
 Maintain Stock - 30 Each
- Packaging: 30
 Brand: Helical
 Make/Model: HG-311-7/16
- 32-070-20
98. Guy Hook \$ 8.70 /Each
 Acceptable: MacLean #UGA-66-4
 Estimated Quantity - 450 Each
 Maintain Stock - 100 Each
- Packaging: 25
 Brand: Maclean
 Make/Model: UGA-66-4
- 32-080-10
99. Guard, Guy Wire, 8' Plastic Yellow \$ 4.51 /Each
 Acceptable: Preformed Line Products #PG-5518
 Estimated Quantity - 200 Each
 Maintain Stock - 60 Each
- Packaging: 25
 Brand: Preformed
 Make/Model: PG-5518

32-090-10

100. Guy strand, 5/16" extra high strength galvanized str.,
Class B coating in 250 ft. coils (53 lbs.)
Estimated Quantity – 265 lbs./ 1,250 ft.
Maintain Stock – 53 lbs./ 250 ft.

\$.484 /FT.

\$ N/A /LBS.

Packaging: 250 ft.
Brand: Conex
Make/Model: 5/16" EHS 250'

32-090-20

101. Guy strand, 3/8" extra high strength galvanized str.,
Class B coating in 250 ft. coils. (68 lbs.)
Estimated Quantity – 2,380 lbs./ 8,750 ft.
Maintain Stock – 612 lbs./ 2,250 ft.

\$.588 /FT.

\$ N/A /LBS.

Packaging: 250 ft.
Brand: Conex
Make/Model: 3/8" EHS 250'

32-090-30

102. Guy strand 7/16" extra high strength galvanized str.,
Class B coating in 250 ft. coils. (99 lbs.)
Estimated Quantity – 396 lbs./ 1000 ft.
Maintain Stock – 99 lbs./ 250 ft.

\$.86 /FT.

\$ N/A /LBS.

Packaging: 250 ft.
Brand: Conex
Make/Model: 7/16" EHS 250'

GROUP 3 - ARRESTER

Lead time required for Group 3 items: Stk-8 wks ARO

ITEMS

UNIT PRICE

- 33-002-10
103. Heavy duty distribution arrester, 8.4 MOV, 10 KA, Polymer
Acceptable: Cooper #URS10050A1A1B1A
Joslyn #ZRP010-0C00100
Ohio Brass #221609-7324
AlumaForm #ARP10B1GBX14X
Estimated Quantity - 100 Each
Maintain Stock - 25 Each
Packaging: 1
Brand: Cooper
Make/Model: URS10050A1A1B1A
\$ 31.19 /Each
- 33-002-25
104. Arrestor, Scout, 10Kv Nema Cross Arm Bracket
Polymer. 8.4 MOV
Acceptable: Cooper #UHS10050A1A181A
Joslyn #ZHP010-0c00100
Ohio Brass #217609-7324
Estimated Quantity - 120 each
Maintain Stock - 25 Each
Packaging: 1
Brand: Hubbell-Ohio Brass
Make/Model: 217609-7324
\$ 31.11 /Each
- 33-003-10
105. Heavy duty distribution arrester, transformer mounting
bracket, 8.4 MOV, 10 KA. Polymer
Acceptable: Cooper #UHS10050A1C1C1A
Joslyn #ZHP010-0N00112
Ohio Brass #213709-7333
Estimated Quantity - 300 Each
Maintain Stock - 108 Each
Packaging: 1
Brand: Hubbell-Ohio Brass
Make/Model: 213709-7333
\$ 28.43 /Each

GROUP 4 - CUTOUTS AND FUSES

Lead time required for Group 4 items: STK - 10 wks ARO

ITEMS

UNIT PRICE

- 33-013-10
106. Cutout, 100 AMP, polymer, 7.2/14.4 KV, open type XS, \$ 73.96 /Each
Acceptable: Hubbell #CP710112 PX
AlumaForm #CSG15100A110CX10KA - *correct part #CSG15100A110CX10K*
Estimated Quantity - 550 Each
Maintain Stock - 108 Each
Packaging: 54
Brand: Alumaform
Make/Model: CSG15100A110CX10K
- 33-027-15
107. Fuse, time delay, 500 volt or less, 20 amp \$ 9.85 /Each
Acceptable: Bussman #FNQ-20
Littlefuse #FLQ-20
Edison #MEQ-20
Gould #TRM-20
Estimated Quantity - 60 Each
Maintain Stock - 24 Each
Packaging: 1
Brand: Edison
Make/Model: MEQ20
- 33-028-30
108. Fuse holder, 500 volt, 30 amp., water tight \$ 26.89 /Each
Acceptable: Homac #DYU-M
Estimated Quantity - 120 Each
Maintain Stock - 30 Each
Packaging: 10
Brand: ABB - Homac
Make/Model: DYU-M
- 33-030-05
109. Fuse Link, 5 AMP \$ 5.23 /Each
Acceptable: S&C #64005R2
Estimated Quantity - 360 Each
Maintain Stock - 90 Each
Packaging: 1
Brand: S&C
Make/Model: 64005R2

110. 33-030-07
Fuse Link, 7 AMP \$ 5.23 /Each
Acceptable: S&C #64007
Estimated Quantity - 360 Each
Maintain Stock - 90 Each
Packaging: 1
Brand: S&C
Make/Model: 64007
111. 33-030-10
Fuse Link, 10 AMP \$ 5.23 /Each
Acceptable: S&C #64010
Estimated Quantity - 180 Each
Maintain Stock - 45 Each
Packaging: 1
Brand: S&C
Make/Model: 64010
112. 33-030-20
Fuse Link, 20 AMP \$ 5.23 /Each
Acceptable: S&C #64020
Estimated Quantity - 120 Each
Maintain Stock - 30 Each
Packaging: 1
Brand: S&C
Make/Model: 64020
113. 33-030-30
Fuse Link, 30 AMP \$ 5.42 /Each
Acceptable: S&C #64030
Estimated Quantity - 120 Each
Maintain Stock - 30 Each
Packaging: 1
Brand: S&C
Make/Model: 64030
114. 33-030-50
Fuse Link, 50 AMP \$ 8.41 /Each
Acceptable: S&C 64050
Estimated Quantity - 120 Each
Maintain Stock - 30 Each
Packaging: 1
Brand: S&C
Make/Model: 64050

115. 33-030-65 Fuse Link, 65 AMP \$ 8.41 /Each
Acceptable: S&C #64065
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 1
Brand: S&C
Make/Model: 64065

116. 33-030-80 Fuse Link, 80 AMP \$ 9.55 /Each
Acceptable: S&C #64080
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 1
Brand: S&C
Make/Model: 64080

117. 33-031-00 Fuse Link, 100 AMP \$ 9.55 /Each
Acceptable: S&C #64100
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging: 1
Brand: S&C
Make/Model: 64100

118. 33-200-10 Line Tension Disconnect Switch \$ 213.80 /Each
Acceptable: Hubbell #ALTD06200R
Estimated Quantity - 18 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: Hubbell
Make/Model: ALTD06200R

119. 33-220-02 Switch, Single Pole, 14.4Kv, 110KV BIL, 600 Amp \$ 188.79 /Each
Inverted and/or Vertical Mounting
Acceptable: Chance #M3D-628C or #M3D-66BC
Estimated Quantity - 36 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: Hubbell-Chance
Make/Model: M3D-66BC

- 40-036-00
120. Mechanical connector, insulated. Above ground kit for street lights. #14 - 1/O \$ 4.32 /Each
Acceptable: Utilco #SLC3-03X
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging: 48
Brand: Utilco
Make/Model: SLC3-03X

- 40-036-04
121. Bus kit, type UB insulated \$ 9.48 /Each
Acceptable: Blackburn #USB43
Homac #RAB-4C
Utilco #PED4-350SSP
ESP #BRD-44-TS
Estimated Quantity - 680 Each
Maintain Stock - 200 Each

Packaging: 12
Brand: Utilco
Make/Model: PED4-350SSP

- 40-036-06
122. Bus kit, type UB insulated \$ 13.23 /Each
Acceptable: Blackburn #USB63
Homac #RAB-6C
Utilco #PED6-350SSP
Estimated Quantity - 130 Each
Maintain Stock - 50 Each

Packaging: 1
Brand: ABB - Homac
Make/Model: RAB-6C

- 40-055-05
123. Connector, for pad mount transformer. \$ 13.69 /Each
Acceptable: Blackburn #TSB6359D58C
Utilco #PTF6-350CJNUSLP
Homac #LRT-6350-SLC
Estimated Quantity - 130 Each
Maintain Stock - 30 Each
Packaging: 24
Brand: Utilco
Make/Model: PTF6-350CJNUSLP

- 40-075-05
124. Elbow, loadbreak, 15 KV, #2 stranded. \$ 25.92 /Each
Acceptable: Cooper 2640599B34MA
Elastimold 165LR-B-5220 - correct part #161LRB5220
Hubbell #215LE43
Estimated Quantity - 220 Each
Maintain Stock - 60 Each

Packaging: 1
Brand: ABB - Elastimold
Make/Model: 161LR-B-5220

- 40-075-30
125. Loadbreak elbow housing and ARC follower. \$ 26.28 /Each
Acceptable: Cooper #2604599B38MA
Elastimold #165LRC5270 - correct part #161LRC5270
Hubbell #215LE58
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging: 1
Brand: ABB - Elastimold
Make/Model: 161LRC5270

- 40-160-10
126. Cable Preparation Kit in Plastic Bag \$ 6.65 /Each
Acceptable: American Polywater #HP-3P158IDS
Rainbow #42151
Estimated Quantity - 200 Each
Maintain Stock - 24 Each

Packaging: 12
Brand: Rainbow
Make/Model: 42151

- 40-320-10
127. Silicone lubricant in 5 oz. plastic tube only. \$ 7.48 /Each
Acceptable: Blackburn #SL5
Elastimold #5SL
Hubbell #SL150
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: ABB - Blackburn
Make/Model: SL5

- 40-410-30
128. Quick Primary Terminator #4 - 4/0 \$ 45.09/Each
Acceptable: 3M Quick Terminator #7642-S-2
Joslyn #JPT15J1
Estimated Quantity - 84 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: 3M
Make/Model: 7642-S-2

- 40-410-50
129. Quick Primary Terminator 1.05" - 1.80" Outdoor \$ 116.68/Each
Acceptable: 3M Quick Terminator #7655-S-4
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: 3M
Make/Model: 7655-S-4

- 40-600-10
130. Marking Tape, Red, 6" wide 1000' long, imprinted with following; \$.025/FT.
Caution Buried Cable: Call Independence Power & Light,
Independence, MO., 325-7500
Acceptable: Terratape Standard Type, 250/4 MIL3M #368
Estimated Quantity - 24,000 ft.
Maintain Stock - 6,000 ft.

Packaging: 1000 FT.
Brand: 3M
Make/Model: 368

- 40-600-20
131. Tape, Vinyl, 3/4" X 66'. \$ 4.21/Each
Acceptable: 3M #S33+ ~ correct part #33+
Estimated Quantity - 2400 Each
Maintain Stock - 600 Each

Packaging: 100
Brand: 3M
Make/Model: 33+

GROUP 5 - PVC CONDUIT AND COUPLINGS

Lead time required for Group 5 items: Stock - 3 wks ARO

ITEMS

UNIT PRICE

132. 41-004-01
Conduit Support Riser, Standoff Bracket
Acceptable: Hughes #A2169.33A
Estimated Quantity - 600 Each
Maintain Stock - 200 Each

\$ 8.58 /Each

Packaging: 20
Brand: Hughes
Make/Model: A2169.33A

133. 41-007-10
Solvent Cement for PVC Conduit, Pint Size with Brush Top, only.
Acceptable: Carlon #VC9983
Estimated Quantity - 320 Each
Maintain Stock - 48 Each

\$ 4.93 /Each

Packaging: 24
Brand: Carlon
Make/Model: VC9983

134. 41-008-20
Conduit Rigid Galvanized Steel, 2" X 10' Length. Both ends threaded w/coupling screwed on one end.
Estimated Quantity - 240 ft.
Maintain Stock - 60 ft.

\$ 12.48 /FT.

Packaging: 10 Ft.
Brand: Allied
Make/Model: 2" x 10' Galv. Rigid Steel Conduit

135. 41-017-20
Conduit, Polyethylene Duct, 2" Per Specification #41-017-00
On 3,000 ft. reels only.
Acceptable: Petroflex #P200SCH40
PNA #P200SCH40
Carlon #A13C4D1A3KA3000
Estimated Quantity - 20,000 ft.
Maintain Stock - 6,000 ft.

\$.65 /FT.

Packaging: 3000 ft.
Brand: Petroflex
Make/Model: P200SCH40

- 41-017-30
136. Conduit, Polyethylene Duct, 3". Per Specification 41-017-00 \$ 1.37 /FT.
On 1,500 ft. reel only.
Acceptable: Petroflex #P300SCH40
PNA #P300SCH40
Carlson #A15C4D1A3
Estimated Quantity - 3000 ft.
Maintain Stock - 1500 ft.
Packaging: 1500 ft.
Brand: Petroflex
Make/Model: P300SCH40
- 41-018-20
137. PVC conduit, 2", schedule 40, 10' lengths w/coupling attached. \$.654 /FT.
Acceptable: Prime #49011
Cantex #A52CA12
Estimated Quantity - 20,000 ft.
Maintain Stock - 10,500 ft.
Packaging: 10 ft.
Brand: Prime
Make/Model: 49011-010
- 41-018-25
138. Conduit, 2" Flexible Non-Metalic, on 250' Non Returnable Reels. \$ 1.11 /FT.
Acceptable: Prime #11811-250
Estimated Quantity - 2,400 ft.
Maintain Stock - 500 ft.
Packaging: 250 ft.
Brand: Prime
Make/Model: 11811-250
- 41-018-30
139. PVC Conduit, 3", schedule 40, 10' lengths with coupling attached. \$ 1.25 /FT.
Acceptable: Prime #49013
Cantex #A52DA12
Estimated Quantity - 5,000 ft.
Maintain Stock - 750 ft.
Packaging: 10 ft.
Brand: Prime
Make/Model: 49013-010
- 41-018-35
140. Conduit, 3" Flexible Non-Metalic, on 250' Non Returnable Reels. \$ 1.93 /FT.
Acceptable: Prime #11813-250
Estimated Quantity - 1,000 ft.
Maintain Stock - 250 ft.
Packaging: 250 ft.
Brand: Prime
Make/Model: 11813-250

- 41-018-40
 141. PVC Conduit, 4", type schedule 40, 10' lengths w/coupling attached. \$ 1.72 /FT.
 Acceptable: Prime #49015
 Cantex #A52EA12
 Estimated Quantity - 1,200 ft.
 Maintain Stock - 300 ft.
 Packaging: 10 ft.
 Brand: Prime
 Make/Model: 49015-010
- 41-018-60
 142. PVC Conduit, 6", type schedule 40, 10' lengths w/coupling attached. \$ 3.19 /FT.
 Acceptable: Prime #49017-010
 Cantex #A52GA12
 Estimated Quantity - 1,200 ft.
 Maintain Stock - 300 ft.
 Packaging: 10 ft.
 Brand: Prime
 Make/Model: 49017-010
- 41-019-20
 143. PVC Conduit, 2", type schedule 48, 10' lengths w/coupling attached. \$ 1.04 /FT.
 Acceptable: Prime #49011 - *Offering Prime #49411-010, SCR 80*
 Cantex #A53CA12
 Estimated Quantity - 1,200 ft.
 Maintain Stock - 300 ft.
 Packaging: 10 ft.
 Brand: Prime
 Make/Model: 49411-010
- 41-020-20
 144. PVC Coupling, 2", Long Line schedule 40 \$.77 /EA.
 Acceptable: Carlon #E-941-J
 Estimated Quantity - 420 Ea.
 Maintain Stock - 100 Ea.
 Packaging: 25
 Brand: Carlon
 Make/Model: E941J
- 41-020-30
 145. PVC Coupling, 3", Long Line schedule 40. \$ 3.85 /Each
 Acceptable: Prime #E-941-L
 Estimated Quantity - 100 Each
 Maintain Stock - 25 Each
 Packaging: 15
 Brand: Carlon
 Make/Model: E941L

- 41-020-40
146. PVC Coupling, 4", Long Line schedule 40. \$ 4.56 /Each
Acceptable: Prime #E-941-N
Estimated Quantity - 75 Each
Maintain Stock - 15 Each
Packaging: 10
Brand: Carlton
Make/Model: E941N
- 41-043-20
147. PVC elbow, 2", 90 degree, 24" radius, schedule 40. \$ 6.22 /Each
Acceptable: Carlon #UA9DJ
Estimated Quantity - 120 Each
Maintain Stock - 24 Each
Packaging: 1
Brand: Carlton
Make/Model: UA9DJ
- 41-065-20
148. Cable Pulling Lubricant, One Quart Front End Packs \$ 5.96 /Each
Acceptable: American Polywater #J-27
Rainbow #8285
Estimated Quantity - 100 Each
Maintain Stock - 12 Each
Packaging: 12
Brand: American Polywater
Make/Model: J-27
- 41-097-10
149. Conduit Slip Sleeve for Meter Socket Risers, 2" \$ 22.81 /Each
Acceptable: Carlon #E954JXX
Estimated Quantity - 150 Each
Maintain Stock - 20 Each
Packaging: 20
Brand: Carlton
Make/Model: E954JXX
- 41-300-21
150. Weatherhead, 2", clamp type \$ 7.67 /Each
Acceptable: Thomas & Betts #DEH-2
Bridgeport #1256
Appleton #ECO-105
Estimated Quantity - 120 Each
Maintain Stock - 30 Each
Packaging: 5
Brand: Appleton
Make/Model: ECO-105

GROUP 6 - UNDERGROUND MATERIAL

Lead time required for Group 6 items: 5-8 wks ARO

	<u>ITEMS</u>	<u>UNIT PRICE</u>
151.	42-080-10 Arrester, elbow, deadfront, gapless solid state surge arrestor 9 KV Acceptable: Cooper 3238018C10M Elastimold 167ESA-10 Joslyn 8132B0010J001 Hubbell #215ELA10 Estimated Quantity - 60 Each Maintain Stock - 15 Each Packaging: <u>1</u> Brand: <u>Cooper</u> Make/Model: <u>3238018C10M</u>	\$ <u>64.36</u> /Each
152.	42-080-15 Arrester, metal oxide parking stand surge Acceptable: Cooper #3237686C10M Elastimold #167PSA101BX Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: <u>1</u> Brand: <u>Cooper</u> Make/Model: <u>3237686C10M</u>	\$ <u>146.67</u> /Each
153.	42-100-05 Sectionalizing Cabinet, 18" X 28" X 21", w/penta head locking device; Mounting Base, 18" X 28" X 20 1/4" Deep Color - Munsell Green. Acceptable: Nordic #ND-7R-MG-102A7-X-X (Cabinet) - correct part #ND-7R-MG-102A-X-X Nordic #M6 (Mounting Base) - correct part #ND-7-MB-MG Estimated Quantity - 10 Each Maintain Stock - 2 Each Packaging: <u>1</u> Brand: <u>Nordic</u> Make/Model: <u>ND-7R-MG-102A-X-X w/ND-7-MB-MG</u>	\$ <u>513.77</u> /Each
154.	42-130-03 Doghouse- Fiberglass Sectionalizing Cabinet, 200 Amp, 3 phase, 4 point, above ground. Acceptable: Nordic PN# ND-552454-MB-PA58-4152 -W3A - correct part # Estimated Quantity - 10 Each Maintain Stock - 2 Each Packaging: <u>1</u> Brand: <u>Nordic</u> Make/Model: <u>ND-552454-MB-PA58-4152-W3A</u>	\$ <u>1547.00</u> /Each

- 42-200-05
155. Secondary Pedestal Lock \$.673 /Each
Acceptable: Utilco #PEL-1B
Estimated Quantity - 2,000 Each
Maintain Stock - 600 Each
Packaging: 100
Brand: Utilco
Make/Model: PEL-1B
- 42-220-10
156. Composite Single Phase Transformer Pad Basement \$ 236.25 /Each
Acceptable: Electri-Glass #BP2000M-15-MTO-1
Estimated Quantity - 24 Each
Maintain Stock - 6 Each
Packaging: 12
Brand: Electri-Glass
Make/Model: BP2000M-15-MTO-1
- 42-220-20
157. Transformer Pad, 42" X 42" x 4", with 12" X 27" Cable Opening, \$ 126.22 /Each
Unistrut Type Mount, Polyethylene for 25 KVA - 75 KVA
Acceptable: Pencil #TP-4227
Estimated Quantity - 12 Each
Maintain Stock - 2 Each
Packaging: 1
Brand: Hubbell - Pencil
Make/Model: TP-4227
- 42-225-15
158. Nordic Fiberglass Box Pad for 3 phase fusing cabinet. , \$ 1146.00 /Each
Acceptable: Nordic #GS-69-47-24RT-MG-56X12
Estimated Quantity - 8 Each
Maintain Stock - 2 Each
Packaging: 1
Brand: Nordic
Make/Model: GS-69-47-24RT-MG-56X12
- 42-225-18
159. Nordic Enclosure 200A 15kV 1P LD Brk Junction enclosed \$ 796.73 /Each
Acceptable: Nordic #ND-321840-MG-4152-B1
Estimated Quantity - 12 Each
Maintain Stock - 2 Each
Packaging: 1
Brand: Nordic
Make/Model: ND-321840-MG-4152-B1

- 42-250-05
160. Grade level pedestal for street lighting. \$ 32.00 /Each
Acceptable: Pencil #PE-9HDX005P3 - correct part #PE9AHDX005P3
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 1
Brand: Hubbell-Pencil
Make/Model: PE9AHDX005P3

- 42-250-10
161. Above grade pedestal with 1 1/2" hole located below grade for temp. \$ 92.76 /Each
service outlet. Munsell Green.
Acceptable: Pencil #AG-14HDNLTS05P3
Estimated Quantity - 96 Each
Maintain Stock - 12 Each

Packaging: 1
Brand: Hubbell-Pencil
Make/Model: AG14HDNLTS05P3

- 42-250-40
162. Composite Pedestal, AASHTO M306, Tier-22 Grade Traffic Load . \$ 141.31 /Each
Bearing, below grade, "Electric" on anti-slip cover.
Acceptable: Channell Fiberx PN# BULKU1324150062002
Estimated Quantity - 18 Each
Maintain Stock - 6 Each

Packaging: 12
Brand: Channell
Make/Model: BULKU1324150062002

- 42-260-10
163. Bushing Plug Insert for 163LR-164LR Elbow \$ 23.06 /Each
Acceptable: Elastimold #1601A4
Hubbell #215BI
Estimated Quantity - 170 Each
Maintain Stock - 25 Each

Packaging: 30
Brand: ABB - Elastimold
Make/Model: 1601A4

- 42-260-20
164. Plug, Stand Off \$ 30.65 /Each
Acceptable: Elastimold #161SOP
Hubbell #215SB
Estimated Quantity - 72 Each
Maintain Stock - 18 Each

Packaging: 1
Brand: ABB - Elastimold
Make/Model: 161SOP

165. 42-270-10
Deadend Receptacle
Acceptable: Elastimold #160 DRG
Estimated Quantity – 120 Each
Maintain Stock – 25 Each

\$ 22.44 /Each

Packaging: 1
Brand: ABB - Elastimold
Make/Model: 160 DRG

GROUP 7 - METERS

Lead time required for Group 7 items: Stk - 8 wks ARO

	<u>ITEMS</u>	<u>UNIT PRICE</u>
166.	50-502-01 Electronic meter, WH, 1 phase, 3 wire, 240 volt, class 200, 4 terminal 2S, socket type Acceptable: Landis & Gyr #EA110000-0E10-FW2.21 — Itron #N26-0500 Estimated Quantity — 300 Each Maintain Stock — 75 Each Packaging: <u>4</u> Brand: <u>Landis</u> Make/Model: <u>EA110000-0E10</u>	\$ <u>32.00</u> /Each <i>correct part # EA110000-0E10</i>
167.	50-502-03 Electronic meter WHD, single phase, 3 wire, 240 volt, class 200, 4 terminal, 2S, socket type. Acceptable: Landis & Gyr #EE110000-0E10 Itron #N26-0501 Estimated Quantity — 24 Each Maintain Stock — 8 Each Packaging: <u>4</u> Brand: <u>Landis</u> Make/Model: <u>EE110000-0E10</u>	\$ <u>130.00</u> /Each
168.	50-502-04 Electronic meter WHD, single phase, 3 wire, 240 volt, class 320, 4 terminal, 2SE, socket type, self contained. Acceptable: Landis & Gyr #EE14000-0E10 — Itron #N26-0502 Estimated Quantity — 8 Each Maintain Stock — 2 Each Packaging: <u>4</u> Brand: <u>Landis</u> Make/Model: <u>EE140M00-0E10-1000</u>	\$ <u>140.00</u> /Each <i>Correct part # EE140M00-0E10-1000</i>
169.	50-502-07 Electronic meter, single phase, 3 wire, 240 volt, class 320, 4 terminal socket type. Acceptable: Landis & Gyr #EA140000-0E10-FW2.21 Focus — Itron #N26-0503 Estimated Quantity — 12 Each Maintain Stock — 4 Each Packaging: <u>4</u> Brand: <u>Landis</u> Make/Model: <u>EA140000-0E10</u>	\$ <u>65.00</u> /Each <i>Correct part # EA140000-0E10</i>

- 50-504-01
170. Electronic meter WHD, single phase, 240 volt, class 20, 6 terminal, \$ 65.00 /Each
4S, transformer rated, self contained per spec. #MD00401E
Acceptable: Landis & Gyr #CEOJ0000-4000 —
Itron #N26-0504
Estimated Quantity – 8 Each
Maintain Stock – 2 Each

correct part # EAOJ0000-0E10

Packaging: 4
Brand: Landis
Make/Model: EAOJ0000-0E10

- 50-509-01
171. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 20, \$ 200.00 /Each
13 terminal, 3 strator, transformer rated per spec. #MD00901E
Acceptable: Landis & Gyr #4E00000A-0000 —
Itron #N26-0505

correct part # GG9A0MST-0M23-1000

Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging: 4
Brand: Landis
Make/Model: GG9A0MST-0M23-1000

- 50-512-01
172. Electronic meter, 3 phase, 3 wire network, 120 volt, class 200, \$ 75.00 /Each
5 terminal, 25S, socket type, self contained.
Acceptable: Landis & GYR #EAOA0000-0E10
Itron #N26-0506
GE #KV2C PER IPL SPEC
Estimated Quantity – 15 Each
Maintain Stock – 4 Each

Packaging: 4
Brand: Landis
Make/Model: EAOA0000-0E10

- 50-516-01
173. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 200, \$ 200.00 /Each
7 terminal, 16S, 3 strator, socket type, self contained.
Acceptable: Landis & GYR #4EOB000A-0000 —
GE #KV2C – PER IP&L SPEC.
Itron #N26-0507
Estimated Quantity – 18 Each
Maintain Stock – 6 Each

correct part # GG2B0MST-0M23-1000

Packaging: 4
Brand: Landis
Make/Model: GG2B0MST-0M23-1000

GROUP 8 - METER SOCKETS AND HUBS

Lead time required for Group 8 items: STK - 4 wks ARO

	<u>ITEMS</u>	<u>UNIT PRICE</u>
174.	51-100-01 Meter Socket 100 AMP, 4 terminal, ringless Acceptable: Milbank #U7487 RLTG Estimated Quantity - 19 Each Maintain Stock - 6 Each Packaging: <u>2</u> Brand: <u>Milbank</u> Make/Model: <u>U7487-RLTG</u>	\$ <u>29.11</u> /Each
175.	51-100-02 Meter Socket 2 position 4 terminal, 100 AMP, ringless, factory bussed. Acceptable: Milbank #U8212 RL Estimated Quantity - 18 Each Maintain Stock - 6 Each Packaging: <u>2</u> Brand: <u>Milbank</u> Make/Model: <u>U8212 RL</u>	\$ <u>132.50</u> /Each
176.	51-100-05 Meter Socket 13 terminal, transformer rated, 100 AMP, ringless w/ space for test switch. Acceptable: Milbank #UC7445 RL Estimated Quantity - 18 Each Maintain Stock - 6 Each Packaging: <u>2</u> Brand: <u>Milbank</u> Make/Model: <u>UC7445 RL</u>	\$ <u>147.66</u> /Each
177.	51-200-01 Meter socket 200 AMP ringless, 4 term. for overhead and underground service. Acceptable: Milbank #S3050 RLTG Estimated Quantity - 240 Each Maintain Stock - 100 Each Packaging: <u>20</u> Brand: <u>Milbank</u> Make/Model: <u>S3050 RLTG</u>	\$ <u>43.28</u> /Each

- 51-200-03
178. Meter socket 7 terminal, 200 AMP continuous duty, ringless for overhead and underground service. \$ 173.93 /Each
Acceptable: Milbank #U9701 RRL
Estimated Quantity - 16 Each
Maintain Stock - 4 Each

Packaging: 1
Brand: Milbank
Make/Model: U9701 RRL
- 51-320-01
179. Meter socket 320 AMP, 4 terminal, with lever bypass. \$ 220.13 /Each
Acceptable: Milbank #U1129-X
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging: 1
Brand: Milbank
Make/Model: U1129-X
- 52-015-01
180. Cover, Poly, fits West. D4S, Duncan MS, GE I70 Sang. J4. \$ 4.06 /Each
Acceptable: MRS #1P-XLPMR
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: MRS
Make/Model: 1P-XLPMR
- 52-020-20
181. Meter Hub 2 inch. \$ 3.36 /Each
Acceptable: Milbank #A7517
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 20
Brand: Milbank
Make/Model: A7517
- 52-040-01
182. Padlock with 11/16" hasp, anker lock, plastic locking ferrell \$ 25.80 /Each
Acceptable: Inner-Tite #E-S6290L
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 60
Brand: Inner-tite
Make/Model: E-S6290L

- 52-050-01
183. Meter Locking Assembly Complete with Ring, Housing & Lock. \$ 12.65 /Each
Acceptable: Inner-Tite #E-S6900H
Estimated Quantity - 100 Each - correct part # E-S6900L
Maintain Stock - 24 Each

Packaging: 50
Brand: Inner-tite
Make/Model: E-S6900L

- 52-050-04
184. Locking Assembly for Ringless Sockets \$ 16.20 /Each
Acceptable: Inner-Tite #ES6980PL
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: Inner-tite
Make/Model: ES6980PL

- 52-050-05
185. Locking Assembly for Ringless Sockets \$ 22.40 /Each
Acceptable: Inner-Tite #E-S6200C (Ft. Knox)
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: Inner-tite
Make/Model: E-S6200C

- 52-100-01
186. Meter Closure Plate for use with "HO" hub opening (steel) \$ 2.69 /Each
Acceptable: Milbank #A7551
Estimated Quality - 200 Each
Maintain Stock - 48 Each

Packaging: 20
Brand: Milbank
Make/Model: A7551

- 52-110-01
187. Blank meter socket cover. \$ 1.78 /Each
Acceptable: Ekstrom #1-6002
Austin Inc. #PAL2
Estimated Quality - 240 Each
Maintain Stock - 60 Each

Packaging: 50
Brand: Brooks - Ekstrom
Make/Model: 1-6002

- 52-180-02
188. Demand meter seal, DARK GREEN, stamped "IP&L" in black. \$.134 /Each
Acceptable: Brooks #63000000-DARK GREEN
Estimated Quality - 5,000 Each
Maintain Stock - 1,000 Each
- correct part #63000000-14
- Packaging: 1000
Brand: Brooks
Make/Model: 63000000-14
- 52-200-03
189. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" \$.288 /Each
in white Black in Color.
Acceptable: EJ Brooks #6170600-5 BLACK
Estimated Quantity - 4,000 Each
Maintain Stock - 1,000 Each
- correct part #6170600-8
- Packaging: 1000
Brand: Brooks
Make/Model: 6170600-8
- 52-200-04
190. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" \$.288 /Each
in black Red in Color.
Acceptable: EJ Brooks #6170600-1RED
Estimated Quantity - 3,600 Each
Maintain Stock - 1,000 Each
- correct part #6170600-1
- Packaging: 1000
Brand: Brooks
Make/Model: 6170600-1
- 52-200-05
191. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" \$.252 /Each
in white Dark Blue in Color.
Acceptable: EJ Brooks #6170600-13 DARK BLUE
Estimated Quantity - 5,000 Each
Maintain Stock - 1,000 Each
- correct part #6170600-13
- Packaging: 1000
Brand: Brooks
Make/Model: 6170600-13
- 52-250-05
192. Meter Disconnect Sleeve for Socket Type Meter \$.162 /Each
Acceptable: Milbank #M-5
Brooks #600-MDD
Estimated Quantity - 7,000 Each
Maintain Stock - 1,000 Each
- correct part #600-MDDS
- Packaging: 144
Brand: Brooks
Make/Model: 600-MDDS

52-500-10
193. Meter Test Switch, 10 Pole with Solderless Terminals
Acceptable: Meter Devices #110-54521 ST
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

\$ 111.00 /Each

Packaging: 1
Brand: Brooks - Meter Devices
Make/Model: 110-54521-ST

GROUP 9 - CURRENT TRANSFORMERS

Lead time required for Group 9 items: STK - 12 wks ARO

	<u>ITEMS</u>	<u>UNIT PRICE</u>
194.	53-100-02 Transformer, current, 200:5, 600 volt, window-type miniature per specification # CT10002 herein. Acceptable: Astra Model TFW2- #350KP Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: <u>1</u> Brand: <u>Durham - Astra</u> Make/Model: <u>TFW2-350KP</u>	\$ <u>65.29</u> /Each
195.	53-101-02 Transformer, current, 200:5, ratio, 600 volt, large window type, as per specification # CT10102 attached. Acceptable: Astra #AB-2-100P Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: <u>1</u> Brand: <u>Durham - Astra</u> Make/Model: <u>AB2-100P</u>	\$ <u>102.22</u> /Each
196.	53-101-04 Transformer, current, 400:5, 600 volts, large window type. Specification #CT10102 attached. Acceptable: Astra #AB-4-102P Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: <u>1</u> Brand: <u>Durham - Astra</u> Make/Model: <u>AB4-102P</u>	\$ <u>81.41</u> /Each
197.	53-103-02 Transformer, current, 200:5, 600 volt, window type for pad mounted distribution transformers. Specification # CT10302 attached. Acceptable: Astra AD-2, CAT, #601 Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: <u>1</u> Brand: <u>Durham - Astra</u> Make/Model: <u>AD2-601</u>	\$ <u>85.00</u> /Each

53-103-04

198. Transformer, current, 400:5 ratio, 600 volt, window type for pad mounted distribution transformer, per specification # CT10302 attached.
Acceptable: Astra AP-4, CAT. #603
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

\$ 90.30 /Each

Packaging: 1
Brand: Durham - Astra
Make/Model: AP4-603

GROUP 10 - LAMPS, LUMINAIRES AND PHOTO CELLS

Lead time required for Group 10 items: STK - 8 wks ARO

	<u>ITEMS</u>	<u>UNIT PRICE</u>
199.	60-300-07 Area Flood light, 78W LED Acceptable: RAB #FXLED78T/PCT Estimated Quantity - 24 Each Maintain Stock - 12 Each Packaging: <u>1</u> Brand: <u>RAB</u> Make/Model: <u>FXLED78T/PCT</u>	\$ <u>573.64</u> /Each
200.	60-300-15 Area Flood light, 150W LED Acceptable: RAB #FXLED150T/PCT Estimated Quantity - 108 Each Maintain Stock - 24 Each Packaging: <u>1</u> Brand: <u>RAB</u> Make/Model: <u>FXLED150T/PCT</u>	\$ <u>648.69</u> /Each
201.	60-406-70 70W LED LUM Areamax Acceptable: AMAX-70-5K6-V-D-P-O Estimated Quantity - 300 Each Maintain Stock - 24 Each Packaging: <u>1</u> Brand: <u>Eulumina</u> Make/Model: <u>AMAX-70-5K6-V-D-P-O</u>	\$ <u>347.59</u> /Each
202.	62-030-30 Mast Arm 1-1/4" x 30" goes with 70W LED IPL# 60-406-70 Acceptable: RK11PKG3 Estimated Quantity - 300 Each Maintain Stock - 24 Each Packaging: <u>1</u> Brand: <u>American Electric</u> Make/Model: <u>RK-11PKG-M3-ARM</u>	\$ <u>22.96</u> Each Correct part # <u>RK-11PKG-M3-ARM</u>
203.	60-900-55 LED Roadway Luminaire, 55W 120/208/240/277V. Acceptable: Phillips #RVS-55W32LED4K-R-LE2-UNIV-API-PH8 Estimated Quantity - 200 Each Maintain Stock - 24 Each Packaging: <u>1</u> Brand: <u>Phillips</u> Make/Model: <u>RVS-55W32LED4K-R-LE2-UNIV-API-PH8</u>	\$ <u>520.80</u> /Each

- 60-901-60
204. LED Roadway Luminaire, 160W 120/208/240/277V \$ 941.73 /Each
Acceptable: Phillips #RVM-160W96LED4K-G2-LE2-UNIV-
DMG-API-PH8-012-USA-NF
Estimated Quantity – 36 Each
Maintain Stock – 12 Each

Packaging: 1

Brand: Phillips

Make/Model: RVM-160W96LED4K-G2-LE2-UNIV-DMG-API-PH8-012-USA-NF

- 60-902-70
205. LED Roadway Luminaire, 270W 120/208/240/277V \$ 1202.60 /Each
Acceptable: Phillips #RVM-270W160LED4K-G2-LE2-
UNIV-API-PH8-012
Estimated Quantity – 60 Each
Maintain Stock – 12 Each

Packaging: 1

Brand: Phillips

Make/Model: RVM-270W160LED4K-G2-LE2-UNIV-API-PH8-012

- 63-000-01
206. Photo Control, Dual Volt, 1000W \$ 16.71 /Each
Acceptable: Sun Tech #ELL-124-FO
Estimated Quantity – 150 Each
Maintain Stock – 24 Each

Packaging: 24

Brand: Sun Tech

Make/Model: ELL-124-FO

**Utility Hardware
Invitation to Bid 19058**

Bidder may offer an escalator/deescalator clause for renewal periods for this Contract. If submitted, you must identify the method used to justify this increase/decrease in cost. Attach additional information, if needed.

Vendor agrees to a second-year (7/1/20 - 6/30/21) renewal of this Contract:

Yes X No _____

Escalator/Deescalator Method: to be negotiated

Vendor agrees to a third-year (7/1/21 – 6/30/22) renewal of this Contract:

Yes X No _____

Escalator/Deescalator Method: to be negotiated

Vendor agrees to a fourth-year (7/1/22 – 6/30/23) renewal of this Contract:

Yes X No _____

Escalator/Deescalator Method: to be negotiated

Vendor agrees to a fifth-year (7/1/23 – 6/30/24) renewal of this Contract:

Yes X No _____

Escalator/Deescalator Method: to be negotiated

Does the vendor accept procurement cards without service fees for all orders?

Yes _____ No X

If the vendor does charge service fee, what is the percentage? _____%

Does the vendor have the capability to put IPL Part Number Bar Codes on shipments?

Yes X No _____

Does the bidder accept the City's terms and conditions without an exceptions?

Yes X No _____ See attached notes

Procedure for expediting orders when shipment must be received in less than normal time period:

Contact Jennifer Rash so she can work with the
factory to expedite the material

Representative of your company responsible for administration (primary contact) of this agreement:

Name: Jennifer Rash

Title: Inside Sales

Phone/Fax: 800-325-4579 / 314-506-0705

Email: jennifer.rash@fr-electric.com

Notes, Clarifications and Exceptions:

All pricing is firm thru 6/30/20. It is our intent to hold the prices firm for as long as possible. If we are imposed price increases from the manufacturers due to unforeseeable cost impacts, we will pass on these increases to City of Independence, MO.

At the end of the blanket period, any maintained stock must be purchased within 90 days of the end of the blanket term.

Innertite items will be shipped direct from the factory and are not able to be put into stock due to security reasons.

CITY OF INDEPENDENCE
INVITATION TO BID 19058
UTILITY HARDWARE
6/28/19

UTILITY HARDWARE
GROUP 1:

Item	EST QTY	ARKANSAS		VOSS		MIDWEST		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC	TECHNICAL	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	96	\$236.16	NB	NB	NB	\$198.72	\$240.00	\$240.00	\$240.00	\$259.20	\$240.00
2	120	\$282.00	NB	NB	NB	\$284.40	\$282.00	\$300.00	\$300.00	\$320.40	\$280.80
3	60	\$159.60	NB	NB	NB	\$154.20	\$159.00	\$168.00	\$168.00	\$181.20	\$159.00
4	575	\$1,144.25	NB	NB	NB	NB	NR	\$1,472.00	\$1,472.00	\$1,190.25	\$2,368.08
5	100	\$246.00	NB	NB	NB	\$7,875.00	\$240.00	\$263.00	\$263.00	\$285.00	\$220.00
6	70	\$192.50	NB	NB	NB	\$3,674.00	\$175.00	\$205.10	\$205.10	\$216.30	\$191.10
7	450	\$328.50	NB	NB	NB	\$252.00	\$337.50	\$234.00	\$234.00	\$396.45	\$324.00
8	850	\$790.50	NB	NB	NB	\$892.50	\$807.50	\$858.50	\$858.50	\$926.50	\$782.00
9	3500	\$3,540.00	NB	NB	NB	\$4,200.00	\$3,675.00	\$3,675.00	\$3,675.00	\$4,375.00	\$3,640.00
10	850	\$952.00	NB	NB	NB	\$1,105.00	\$977.50	\$1,096.50	\$1,096.50	\$1,164.50	\$952.00
11	180	\$230.40	NB	NB	NB	\$340.20	\$234.00	\$279.00	\$279.00	\$280.80	\$230.40
12	112	\$47.25	NB	NB	NB	\$246.40	\$201.60	\$203.84	\$203.84	\$231.84	\$194.88
13	100	\$200.00	NB	NB	NB	\$230.00	\$205.00	\$212.00	\$212.00	\$253.00	\$200.00
14	215	\$3,568.00	NB	NB	NB	\$4,547.25	\$4,214.00	\$5,482.50	\$5,482.50	\$4,216.15	\$4,123.70
15	135	\$3,568.00	NB	NB	NB	\$4,090.50	\$4,272.75	\$4,941.00	\$4,941.00	\$4,457.70	\$4,180.95
16	2000	\$8,000.00	NB	NB	NB	\$6,620.00	\$7,000.00	\$6,260.00	\$6,260.00	\$6,700.00	\$8,040.00
17	1000	\$5,080.00	NB	NB	NB	\$3,450.00	NR	\$3,070.00	\$3,070.00	\$3,350.00	\$4,150.10
18	250	\$1,237.50	NB	NB	NB	\$1,437.50	NR	\$1,182.50	\$1,182.50	\$1,240.00	\$1,240.00
19	200	\$7,800.00	NB	NB	NB	\$9,070.00	NR	\$8,800.00	\$8,800.00	\$8,834.00	\$10,892.00
20	55	\$3,300.00	NB	NB	NB	\$3,704.25	NR	\$3,025.00	\$3,025.00	\$3,034.35	\$4,027.10
21	200	\$1,736.00	NB	NB	NB	NB	\$1,770.00	\$1,850.00	\$1,850.00	\$1,630.00	\$1,760.00
22	300	\$3,861.00	NB	NB	NB	\$3,450.00	\$3,120.00	\$2,829.00	\$2,829.00	\$2,802.00	\$3,912.00
23	2200	\$2,398.00	NB	NB	NB	\$2,750.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,354.00	\$2,398.00

Item	EST	ARKANSAS		VOSS		MIDWEST		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC	TECHNICAL	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
24	560	\$5,034.40	NB	NB	NR	\$5,404.00	\$5,124.00	\$5,034.40	\$5,034.40	\$5,616.80	\$5,006.40
25	900	\$5,004.00	NB	NB	NR	\$3,465.00	\$3,735.00	\$3,735.00	\$3,735.00	\$3,852.00	\$3,636.00
26	12	\$839.88	NB	NB	NB	\$511.20	\$588.00	\$579.00	\$579.00	\$595.44	\$840.72
27	750	\$735.00	NB	NB	NB	\$832.50	\$1,762.50	\$1,755.00	\$1,755.00	\$741.75	\$2,782.50
28	300	\$369.00	NB	NB	NB	\$465.00	\$420.00	\$558.00	\$558.00	\$375.00	\$405.00
29	300	\$45.00	NB	NB	NB	\$48.00	\$390.00	\$70.50	\$70.50	\$42.30	\$51.00
30	5000	\$875.00	NB	NB	NB	\$900.00	\$1,000.00	\$930.00	\$930.00	\$860.00	\$950.00
31	350	\$108.50	NB	NB	NB	\$112.00	\$105.00	\$135.45	\$135.45	\$143.85	\$105.00
32	840	\$1,184.40	NB	NB	NB	\$638.40	NR	\$747.60	\$747.60	\$661.92	\$638.40
33	600	\$2,736.00	NB	NB	NB	\$2,328.00	\$2,520.00	\$2,418.00	\$2,418.00	\$2,628.00	\$2,724.00
34	360	\$3,020.40	NB	NB	NB	\$2,232.00	\$2,376.00	\$2,660.40	\$2,660.40	\$2,534.40	\$3,024.00
35	700	\$399.00	NB	NB	NB	\$287.00	\$385.00	\$399.00	\$399.00	\$477.40	\$392.00
36	350	\$56.00	NB	NB	NB	NB	NR	\$294.00	\$294.00	\$332.85	\$94.50
37	500	\$335.00	NB	NB	NB	\$330.00	\$350.00	\$330.00	\$330.00	\$388.00	\$340.00
38	240	\$280.80	NB	NB	NB	\$309.60	\$276.00	\$304.80	\$304.80	\$259.20	\$283.20
39	6400	\$1,088.00	NB	NB	NB	\$640.00	\$640.00	\$659.20	\$659.20	\$601.60	\$1,088.00
40	8400	NB	NB	NB	NB	\$1,848.00	\$84.00	\$1,977.36	\$1,977.36	1,902.00	\$1,176.00
41	6000	\$4,620.00	NB	NB	NB	\$3,900.00	\$5,100.00	\$4,776.00	\$4,776.00	\$5,082.00	\$4,740.00
42	300	\$213.00	NB	NB	NB	\$330.00	\$240.00	\$249.00	\$249.00	\$151.50	\$222.00
43	1500	\$1,935.00	NB	NB	NB	\$1,020.00	NR	\$1,425.00	\$1,425.00	\$970.50	\$990.00
44	900	\$153.00	NB	NB	NB	\$171.00	\$180.00	\$207.00	\$207.00	\$832.20	\$153.00
45	900	\$157.50	NB	NB	NB	\$252.00	\$270.00	\$207.00	\$207.00	\$253.80	\$315.00
46	500	\$25.00	NB	NB	NB	\$30.00	NR	\$35.00	\$35.00	\$41.00	\$30.00
47	840	\$1,058.40	NB	NB	NB	\$1,386.00	NR	\$1,344.00	\$1,344.00	\$1,056.80	\$1,204.22
TOTAL		\$79,169.94	\$0.00	\$0.00	\$0.00	\$86,011.62	\$55,876.35	\$79,897.65	\$79,897.65	\$79,098.95	\$85,697.05

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**Fletcher Reinhardt was responsive to all items in Group 1 and met all specifications.

*Non-responsive bid from Stuart C. Irby. Did not meet IPL specifications of parts.

CONNECTORS

Group 2:

roup 2:

		MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
	EST	ELECTRIC	BORDERSTATES	ELECTRIC	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
Item	QTY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
48	700	\$4,550.00	NB	NB	NB	\$8,155.00	\$4,970.00	\$5,467.00	\$5,432.00	\$5,817.00
49	72	\$1,170.00	NB	NB	NB	\$1,548.00	\$1,231.20	\$1,521.36	\$1,574.64	\$1,155.60
50	360	\$2,106.00	NB	NB	NB	\$2,124.00	\$2,142.00	\$2,365.20	\$2,498.40	\$2,091.60
51	240	\$3,436.80	NB	NB	NB	\$4,548.00	\$3,564.00	\$4,716.00	\$3,446.40	\$3,439.20
52	6000	\$8,820.00	NB	NB	NB	\$18,000.00	\$9,300.00	\$16,860.00	\$9,000.00	\$8,340.00
53	3600	\$21,348.00	NB	NB	NB	\$24,300.00	\$21,780.00	\$22,716.00	\$21,708.00	\$23,231.16
54	360	\$1,566.00	NB	NB	NB	\$1,785.60	\$1,602.00	\$1,666.80	\$1,591.20	\$1,785.85
55	600	\$22,800.00	NB	NB	NB	NB	\$21,600.00	\$22,944.00	\$24,858.00	\$21,108.00
56	480	\$144.00	NB	NB	NB	\$168.00	\$192.00	\$192.00	\$182.40	\$272.40
57	360	\$424.80	NB	NB	NB	\$172.80	NR	\$165.60	\$211.68	\$187.20
58	240	\$4,572.00	NB	NB	NB	NB	NR	\$6,616.80	\$6,259.20	\$6,180.00
59	48	\$1,560.00	NB	NB	NB	NB	NR	\$1,323.36	\$1,251.84	\$1,236.00
60	420	\$756.00	NB	NB	NB	\$793.80	\$546.00	\$1,176.00	\$1,108.80	\$1,096.20
61	360	\$342.00	NB	NB	NB	\$396.00	\$540.00	\$396.00	\$507.60	\$464.40
62	200	\$774.00	NB	NB	NB	\$954.00	\$850.00	\$890.00	\$920.00	\$830.00
63	480	\$273.60	NB	NB	NB	\$316.80	\$288.00	\$297.60	\$281.28	\$278.40
64	720	\$424.80	NB	NB	NB	\$460.80	\$432.00	\$489.60	\$437.76	\$432.00
65	700	\$518.00	NB	NB	NB	\$546.00	\$490.00	\$518.00	\$494.20	\$532.00
66	360	\$637.20	NB	NB	NB	\$514.80	\$396.00	\$424.80	\$399.60	\$460.80
67	100	\$178.00	NB	NB	NB	\$202.00	\$125.00	\$131.00	\$125.00	\$169.00
68	120	\$213.60	NB	NB	NB	\$243.60	\$152.00	\$171.60	\$162.00	\$217.20
69	120	\$148.80	NB	NB	NB	\$144.00	\$150.00	\$158.40	\$158.40	\$158.90
70	120	\$148.80	NB	NB	NB	\$144.00	\$150.00	\$158.40	\$158.40	\$158.90
71	120	\$152.40	NB	NB	NB	\$144.00	\$156.00	\$163.20	\$158.40	\$158.90
72	240	\$112.80	NB	NB	NB	\$129.60	\$120.00	\$96.00	\$101.52	\$93.60
73	300	\$141.00	NB	NB	NB	\$162.00	\$150.00	\$120.00	\$126.90	\$117.00
74	240	\$112.80	NB	NB	NB	\$129.60	\$120.00	\$96.00	\$101.52	\$93.60
75	8	\$3.08	NB	NB	NB	\$4.32	\$7.20	\$3.20	\$3.38	\$3.12

		MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
	EST	ELECTRIC	BORDERSTATES	ELECTRIC	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
Item	QTY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
76	600	\$264.00	NB	NB	NB	\$312.00	\$270.00	\$40.00	\$253.80	\$234.00
77	120	\$55.20	NB	NB	NB	\$64.80	\$60.00	\$49.20	\$52.20	\$46.80
78	720	\$309.60	NB	NB	NB	\$360.00	\$324.00	\$288.00	\$304.56	\$280.80
79	300	\$138.00	NB	NB	NB	\$159.00	\$150.00	\$123.00	\$130.50	\$117.00
80	800	\$352.00	NB	NB	NB	\$400.00	\$360.00	\$328.00	\$348.00	\$312.00
81	100	\$295.00	NB	NB	NB	\$340.00	\$185.00	\$320.00	\$239.00	\$330.01
82	120	\$957.60	NB	NB	NB	\$930.00	\$918.00	\$734.40	\$951.20	\$939.60
83	120	\$469.20	NB	NB	NB	\$372.00	\$366.00	\$378.00	\$471.50	\$470.40
84	120	\$744.00	NB	NB	NB	\$824.40	\$918.00	\$816.00	\$703.20	\$711.60
85	360	\$2,070.00	NB	NB	NB	\$1,584.00	\$1,836.00	\$1,818.00	\$2,023.20	\$3,469.54
86	120	\$224.40	NB	NB	NB	NB	\$354.00	\$236.40	\$216.00	\$297.60
87	130	\$430.30	NB	NB	NB	\$469.30	\$448.50	\$643.50	\$435.50	\$430.30
88	150	\$556.50	NB	NB	NB	\$847.50	\$517.50	\$802.50	\$564.00	\$556.50
89	200	\$480.00	NB	NB	NB	NB	\$540.00	\$536.00	\$920.00	\$512.44
90	135	\$681.75	NB	NB	NB	\$789.75	\$708.75	\$747.90	\$689.85	\$669.60
91	72	NB	NB	NB	NB	NB	\$972.00	\$994.32	\$969.12	\$946.80
92	100	\$5,050.00	NB	NB	NB	NB	NR	\$5,397.00	\$5,731.00	\$4,955.00
93	24	\$384.00	NB	NB	NB	\$276.00	\$300.00	\$292.56	\$279.84	\$326.88
94	100	\$265.00	NB	NB	NB	\$725.00	\$485.00	\$545.00	\$567.00	\$583.00
95	105	\$306.60	NB	NB	NB	\$346.50	\$236.25	\$244.65	\$233.10	\$302.40
96	720	\$2,584.80	NB	NB	NB	\$2,937.60	\$1,800.00	\$1,879.20	\$1,785.60	\$2,563.20
97	120	\$619.20	NB	NB	NB	\$706.80	\$570.00	\$594.00	\$566.40	\$615.60
98	450	\$6,165.00	NB	NB	NB	\$3,982.50	\$3,555.00	\$3,712.50	\$3,915.00	\$8,608.50
							*	**		

	EST	ARKANSAS		VOSS		MIDWEST TECHNICAL		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC		SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
Item	QTY	PRICE	PRICE	PRICE		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
99	200	\$638.00	NB	NB		NB	\$1,010.00	\$900.00	\$950.00	\$902.00	\$880.00
100	1250	\$412.50	NB	NB		NB	NB	\$325.00	\$400.00	\$605.00	\$384.75
101	8750	\$3,500.00	NB	NB		NB	NB	\$2,625.00	\$3,325.00	\$5,145.00	\$3,343.38
102	1000	560	NB	NB		NB	NB	\$470.00	\$540.00	\$860.00	562.54
TOTAL		\$105,947.13	\$0.00	\$0.00		\$0.00	\$83,523.87	\$91,247.40	\$118,579.05	\$113,120.09	\$113,558.27
		*					*	*		**	

****Fletcher Reinhardt was responsive to all items in Group 2 and met all specifications.**

***Non responsive bid from Stuart C. Irby. Did not meet IPL specifications of parts. Arkansas Electric and Anixter did not bid on the whole group.**

ARRESTORS

Group 3:

103	100	\$2,625.00	NB	NB		NB	\$3,230.00	\$2,875.00	\$3,391.00	\$3,119.00	\$4,441.00
104	120	\$3,600.00	NB	NB		NB	\$4,080.00	\$3,738.00	\$3,804.00	\$3,733.20	\$10,762.00
105	300	\$8,004.00	NB	NB		NB	\$13,035.00	\$8,130.00	\$9,825.00	\$8,529.00	\$12,836.00
TOTAL	YR 1	\$14,229.00	\$0.00	\$0.00		\$0.00	\$20,345.00	\$14,743.00	\$17,020.00	\$15,381.20	\$28,039.00
		**									

****Arkansas Electric Coop was responsive to all items in Group 3 and met all specifications.**

CUTOUTS & FUSES

Group 4:

106	550	\$37,400.00	NB	NB		NR	\$39,847.50	\$38,115.00	\$37,928.00	\$40,678.00	NR
107	60	NB	NB	NB		NB	NB	\$711.00	\$420.00	\$591.00	NR
108	120	\$3,180.00	NB	NB		NB	NB	\$3,222.00	\$2,616.00	\$3,226.80	NR
109	360	\$32.40	NB	NB		NB	\$1,062.00	NR	\$1,854.00	\$1,882.80	NR
110	360	\$936.00	NB	NB		NB	\$1,062.00	NR	\$1,854.00	\$1,882.80	NR
111	180	\$468.00	NB	NB		NB	\$531.00	NR	\$981.00	\$941.40	NR
112	120	\$312.00	NB	NB		NB	\$354.00	NR	\$654.00	\$627.60	NR
113	120	\$324.00	NB	NB		NB	\$368.40	NR	\$702.00	\$650.40	NR

Item	EST	ARKANSAS		VOSS		MIDWEST		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC	TECHNICAL	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
114	120	\$324.00	NB	NB	NB	\$368.40	NR	\$762.00		\$1,009.20	NR
115	120	\$450.00	NB	NB	NB	\$507.60	NR	\$1,087.20		\$1,009.20	NR
116	120	\$500.40	NB	NB	NB	\$570.00	NR	\$1,245.60		\$1,146.00	NR
117	180	\$831.60	NB	NB	NB	\$945.00	NR	\$1,868.40		\$1,719.00	NR
118	18	\$3,726.00	NB	NB	NB	\$4,839.30	\$3,848.40	\$4,680.00		\$3,848.40	NR
119	36	\$6,570.00	NB	NB	NB	\$7,995.60	\$6,795.00	\$7,740.00		\$6,796.44	NR
120	180	\$900.00	NB	NB	NB	NB	\$783.00	\$815.40		\$777.60	NR
121	680	\$6,834.00	NB	NB	NB	\$7,799.60	\$6,460.00	\$6,745.60		\$6,446.40	NR
122	130	\$1,690.00	NB	NB	NB	\$1,930.50	\$1,722.50	\$1,898.00		\$1,719.90	NR
123	130	\$1,540.00	NB	NB	NB	NB	\$1,781.00	\$1,861.60		\$1,779.70	NR
124	220	\$5,555.00	NB	NB	NB	\$5,478.00	\$5,709.00	\$5,205.20		\$5,702.40	NR
125	100	\$2,550.00	NB	NB	NB	\$3,150.00	\$2,630.00	\$2,436.00		\$2,628.00	NR
126	200	\$1,500.00	NB	NB	NB	NB	\$1,510.00	\$1,578.00		\$1,330.00	NR
127	80	\$588.00	NB	NB	NB	\$580.00	\$60.00	\$615.20		\$598.40	NR
128	84	\$4,368.00	NB	NB	NB	\$5,409.60	NR	\$2,816.52		\$3,787.56	NR
129	80	\$7,440.00	NB	NB	NB	\$11,412.00	NR	\$10,080.00		\$9,334.40	NR
130	24000	NB	NB	NB	NB	NB	NB	\$1,440.00		\$600.00	NR
131	2400	\$9,240.00	NB	NB	NB	\$10,488.00	\$9,360.00	\$9,552.00		\$10,104.00	NR
TOTAL	YR 1	25,686.00	\$0.00	\$0.00	\$0.00	\$31,039.60	\$13,560.00	\$28,517.72		\$28,382.36	\$0.00
		*					*			**	

****Fletcher Reinhardt was responsive to all items in Group 4 and met all specifications.**

***Non responsive bid from Stuart C. Irby. Did not meet IPL specifications of parts. Arkansas Electric did not bid on the whole group.**

PVC CONDUIT & COUPLINGS

Group 5:

		MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
	EST	ELECTRIC	BORDERSTATES	ELECTRIC	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
Item	QTY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
132	600	NB	\$4,758.00	NB	NB	NR	\$4,770.00	NB	\$5,148.00	\$4,758.00
133	320	\$1,680.00	\$1,484.80	NB	NB	\$2,105.60	\$2,112.00	NB	\$1,577.60	NR
134	240	\$1,440.00	\$1,356.00	NB	NB	NR	\$1,284.00	NB	\$2,995.20	\$1,330.56
135	20000	\$14,000.00	NB	NB	NB	\$12,600.00	\$12,000.00	NB	\$13,000.00	NR
136	3000	\$3,750.00	NB	NB	NB	\$4,020.00	\$3,300.00	NB	\$4,110.00	NR
137	20000	\$12,000.00	\$11,800.00	NB	NB	\$13,600.00	\$12,000.00	NB	\$13,080.00	NR
138	2400	\$4,200.00	\$4,392.00	NB	NB	NR	\$2,760.00	NB	\$2,664.00	\$2,541.12
139	5000	\$6,250.00	\$5,650.00	NB	NB	\$6,250.00	\$5,500.00	NB	\$6,250.00	NR
140	1000	\$3,250.00	\$3,320.00	NB	NB	NR	\$2,400.00	NB	\$1,930.00	\$1,844.20
141	1200	\$2,100.00	\$1,848.00	NB	NB	\$2,076.00	\$1,800.00	NB	\$2,064.00	NR
142	1200	\$3,900.00	\$3,444.00	NB	NB	\$3,840.00	\$3,300.00	NB	\$3,828.00	NR
143	1200	\$1,320.00	\$1,092.00	NB	NB	\$1,260.00	\$1,200.00	NB	\$1,248.00	NR
144	420	\$453.60	\$1,054.20	NB	NB	\$289.80	\$462.00	NB	\$323.40	\$336.46
145	100	\$463.00	\$555.00	NB	NB	\$360.00	\$470.00	NB	\$385.00	\$416.51
146	75	\$460.50	\$582.75	NB	NB	\$397.50	\$472.50	NB	\$342.00	\$369.55
147	120	\$1,333.20	\$650.40	NB	NB	\$540.00	\$600.00	NB	\$746.40	NR
148	100	\$587.00	\$670.00	NB	NB	\$1,215.00	\$595.00	NB	\$596.00	\$640.00
149	150	\$4,237.50	\$3,900.00	NB	NB	\$2,142.00	\$3,412.50	NB	\$3,421.50	\$3,851.16
150	120	\$1,200.00	\$1,010.40	NB	NB	\$1,224.00	\$1,230.00	NB	\$920.40	\$983.41
TOTAL	YR 1	\$62,624.80	\$47,567.55	\$0.00	\$0.00	\$51,919.90	\$59,668.00	\$0.00	\$64,629.50	\$17,070.97
		*	*			*	*		**	*

**Fletcher-Reinhardt was responsive to all items in Group 5 and met all specifications.

*Non-responsive bids from Anixter, Stuart C. Irby and Graybar. Arkansas Electric and Border States did not bid on entire group.

UNDERGROUND MATERIAL

Group 6:

		MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
	EST	ELECTRIC	BORDERSTATES	ELECTRIC	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
Item	QTY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
151	60	3,825.00	NB	NB	NB	\$3,729.00	\$3,900.00	NB	\$3,861.60	NB
152	24	3,360.00	NB	NB	NB	\$3,873.60	\$3,452.40	NB	\$3,520.08	NB
153	10	3,550.00	NB	NB	NB	\$5,765.00	\$5,127.50	NB	\$5,137.70	NB
154	10	15,000.00	NB	NB	NB	\$1,735.70	NR	NB	\$15,470.00	NB
155	2000	1,420.00	NB	NB	NB	NR	\$1,400.00	NB	\$1,346.00	NB
156	24	NB	NB	NB	NB	\$4,274.40	NB	NB	\$5,670.00	NB
157	12	1,584.00	NB	NB	NB	NR	\$1,515.00	NB	\$1,514.64	NB
158	8	8,960.00	NB	NB	NB	\$10,286.40	NR	NB	\$9,168.00	NB
159	12	9,300.00	NB	NB	NB	\$10,726.80	\$9,561.00	NB	\$9,560.76	NB
160	12	450.00	NB	NB	NB	NR	\$384.00	NB	\$384.00	NB
161	96	12,960.00	NB	NB	NB	NR	\$8,904.00	NB	\$8,904.96	NB
162	18	NB	NB	NB	NB	NR	NB	NB	\$2,543.58	NB
163	170	3,825.00	NB	NB	NB	\$3,808.00	\$3,918.50	NB	\$3,920.20	NB
164	72	2,160.00	NB	NB	NB	\$2,476.80	\$2,206.80	NB	\$2,206.80	NB
165	120	2,640.00	NB	NB	NB	\$3,024.00	\$2,694.00	NB	\$2,692.80	NB
TOTAL	YR 1	\$69,034.00	\$0.00	\$0.00	\$0.00	\$49,699.70	\$43,063.20	\$0.00	\$75,901.12	\$0.00
		*				*	*		**	

**Fletcher Reinhardt was responsive to all items in Group 6 and met all specifications.

*Non-responsive bids from Anixter and Stuart C. Irby. Arkansas Electric did not bid on all group items.

METERS

Group 7:

166	300	NB	NB	NB	NB	\$8,520.00	NB	NB	\$9,600.00	\$7,803.00
167	24	NB	NB	NB	NB	\$2,127.60	NB	NB	\$3,120.00	\$2,400.96
168	8	NB	NB	NB	NB	\$1,054.40	NB	NB	\$1,120.00	\$938.24
169	12	NB	NB	NB	NB	\$852.60	NB	NB	\$780.00	\$1,018.92
170	8	NB	NB	NB	NB	\$1,054.40	NB	NB	\$520.00	\$1,076.32

Item	EST	MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC	SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
QTY	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	
171	18	NB	NB	NB	NB	\$3,068.10	NB	NB	\$3,600.00	\$3,037.68
172	15	NB	NB	NB	NB	\$1,278.75	NB	NB	\$1,125.00	\$1,146.30
173	18	NB	NB	NB	NB	\$3,068.10	NB	NB	\$3,600.00	\$3,037.68
TOTAL	YR 1	\$0.00	\$0.00	\$0.00	\$0.00	\$21,023.95	\$0.00	\$0.00	\$23,465.00	\$20,459.10

**

****Graybar Electric was responsive to all items in Group 7 and met all specifications.**

METER SOCKETS & HUBS

Group 8:

174	19	\$541.50	NB	NB	NB	NB	\$553.85	\$578.55	\$553.09	\$598.50
175	18	\$2,326.50	NB	NB	NB	NB	\$2,385.00	\$2,493.72	\$2,385.00	\$2,581.20
176	18	\$2,650.50	NB	NB	NB	NB	\$2,717.64	\$2,840.22	\$2,657.88	\$2,940.30
177	240	\$10,140.00	NB	NB	NB	NB	\$10,380.00	\$10,860.00	\$10,387.20	\$11,244.00
178	16	\$2,716.00	NB	NB	NB	NB	\$2,783.20	\$2,909.60	\$2,782.88	\$3,012.00
179	12	\$2,574.00	NB	NB	NB	NB	\$2,641.80	\$2,761.68	\$2,641.56	\$2,859.00
180	60	NB	NB	NB	NB	NB	NB	\$225.00	\$243.60	NB
181	60	\$201.00	NB	NB	NB	NB	\$204.00	\$211.80	\$201.60	\$190.80
182	80	\$1,760.00	NB	NB	NB	NB	\$1,796.00	\$1,885.60	\$2,064.00	NB
183	100	\$1,085.00	NB	NB	NB	NB	\$1,100.00	\$1,156.00	\$1,265.00	NB
184	100	\$1,385.00	NB	NB	NB	NB	\$1,410.00	\$1,481.00	\$1,620.00	NB
185	100	\$1,915.00	NB	NB	NB	NB	\$1,950.00	\$2,047.00	\$2,240.00	NB
186	200	\$534.00	NB	NB	NB	NB	\$540.00	\$564.00	\$538.00	\$606.00
187	240	\$300.00	NB	NB	NB	NB	\$372.00	\$386.40	\$427.20	\$444.00
188	5000	\$900.00	NB	NB	NB	NB	\$600.00	\$610.00	\$670.00	\$1,050.00
189	4000	\$720.00	NB	NB	NB	NB	\$1,000.00	\$1,040.00	\$1,152.00	\$840.00
190	3600	\$1,116.00	NB	NB	NB	NB	\$900.00	\$936.00	\$1,036.80	\$1,260.00

Item	EST	ARKANSAS		VOSS		MIDWEST TECHNICAL		STUART C.		FLETCHER	GRAYBAR
		ELECTRIC	BORDERSTATES	ELECTRIC		SALES	ANIXTER	IRBY CO	WESCO	REINHARDT	ELECTRIC
		PRICE	PRICE	PRICE		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
191	5000	\$900.00	NB	NB		NB	NB	\$1,100.00	\$1,140.00	\$1,260.00	\$1,050.00
192	7000	\$1,409.10	NB	NB		NB	NB	\$1,050.00	\$959.00	\$1,134.00	\$1,610.00
193	12	NB	NB	NB		NB	NB	NB	\$1,373.28	\$1,332.00	NB
TOTAL	YR 1	\$33,173.60	\$0.00	\$0.00		\$0.00	\$0.00	\$33,483.49	\$36,458.85	36,591.81	30,285.80
		*						*	**		*

****WESCO was responsive to all items in Group 8 and met all specifications.**

***Arkansas Electric, Stuart C Irby and Graybar did not bid on all the items in the group.**

CURRENT TRANSFORMERS

Group 9:

194	24	\$1,542.00	NB	NB		NB	\$1,845.60	NR	\$1,884.00	\$1,566.96	\$1,267.44
195	24	\$2,394.00	NB	NB		NB	\$2,889.60	NR	\$2,949.84	\$2,453.28	\$1,643.04
196	24	\$1,920.00	NB	NB		NB	\$2,301.60	NR	\$2,349.36	\$1,953.84	\$1,643.04
197	24	\$2,004.00	NB	NB		NB	\$2,403.60	NR	\$2,452.80	\$2,040.00	\$1,655.76
198	12	\$1,065.00	NB	NB		NB	\$1,276.80	NR	\$1,302.84	\$1,083.60	\$827.88
TOTAL	YR 1	\$8,925.00	\$0.00	\$0.00		\$0.00	\$10,717.20	0	\$10,938.84	\$9,097.68	\$7,037.16
								*			**

****GRAYBAR was responsive to all items in Group 9 and met all specifications.**

***Non-responsive bids from Stuart C. Irby Company.**

LAMPS, LUMINAIRES & PHOTO CELLS

Group 10:

199	24	NR	\$11,880.00	NB		NB	\$13,080.00	NR	NB	\$13,767.36	\$13,794.72
200	108	NR	\$60,156.00	NB		NB	\$66,420.00	NR	NB	\$70,058.52	\$62,473.68
201	300	NR	\$78,354.00	NB		NB	\$73,455.00	NR	NB	\$104,277.00	\$74,649.00
202	300	NR	\$7,005.00	NB		NB	\$7,530.00	NR	NB	\$6,888.00	\$6,612.00
203	200	NR	\$109,390.00	\$105,860.00		NB	\$40,800.00	NR	NB	\$104,160.00	NR

		MIDWEST								
		ARKANSAS		VOSS	TECHNICAL		STUART C.		FLETCHER	GRAYBAR
	EST	<u>ELECTRIC</u>	<u>BORDERSTATES</u>	<u>ELECTRIC</u>	<u>SALES</u>	<u>ANIXTER</u>	<u>IRBY CO</u>	<u>WESCO</u>	<u>REINHARDT</u>	<u>ELECTRIC</u>
Item	QTY	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>PRICE</u>
204	36	NR	\$35,780.04	\$34,625.88	NB	\$12,060.00	NR	NB	\$33,902.28	NR
205	60	NB	\$76,369.80	\$72,350.40	NB	NR	NB	NB	\$72,156.00	NB
206	150	NR	\$2,514.00	NB	NB	\$2,002.50	NR	NB	\$2,506.50	NR
TOTAL	YR 1	0.00	\$381,448.84	\$212,836.28	\$0.00	\$215,347.50	\$0.00	\$0.00	\$407,715.66	\$157,529.40
		*	**	*		*	*			*

****Border States was responsive to all items in Group 10 and met all specifications.**

***Non-responsive bid from Arkansas Electric, Anixter, Stuart C Irby Company and Graybar.**

***Voss Electric did not bid on all the items in the group.**

UTILITY HARDWARE BIDS ARE TO BE AWARDED ACCORDINGLY:

Award groups 1, 2, 4, 5 and 6 to Fletcher-Reinhardt.

Award group 3 To Arkansas Electric Coop.

Award group 7 and 9 to Graybar Electric.

Award group 8 to WESCO.

Award group 10 to Border States.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$350,000 to Stella-Jones, for wood transmission & distribution poles, for the Power & Light Department.

Recommendations:

Council approval is recommended.

Background:

Power and Light (IPL) uses wood transmission and distribution poles for transmission lines, which carry higher voltage power between substations, and distribution lines, which distribute lower voltage power to customers.

Stella Jones is a supplier who was awarded a contract based on an invitation to bid in 2021, which was approved by Council.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact on the city is \$350,000.00. Funding for the wood transmission & distribution poles is included in the fiscal year 2025-2026 proposed budget, page 258, account number 0206122-5314, Warehouse & Stores, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 21043 Stella-Jone Front End Documents_ipI
2. 21043 Stella-Jones SJermergenctResponse
3. 21043 Stella-Jones Wood Transmission and Distribution Poles_IPL
4. 21043 Bid Tabulation



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid 21043
Wood Transmission and Distribution Poles
Response Deadline Date and Time: June 15, 2021, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on June 11, 2021
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm STELLA-JONES CORPORATION Phone Number 870-680-2322
(Please print or type)

Address PO Box 1496 City Tacoma State WA Zip 98401-1496

Name of Authorized Agent Steve Borris Email sborris@stella-jones.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's response to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid 21043

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the price or time required to perform the contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect the adjustment in a written change order or written amendment, signed by both parties.

25. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this condition.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

Professional Services

Service Provider agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VIII" financial rating, unless otherwise agreed to by the City. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of Service Provider under this Agreement. Service Provider shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the City prior to commencement of any work.

Professional Liability: Service Provider shall maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits -

Each Claim:	\$1,000,000
General Aggregate:	\$1,000,000

Commercial General Liability: The City shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$2,000,000

Automobile Insurance: Policy shall protect Service Provider against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should Service Provider not own any automobiles, the automobile liability requirements shall be amended to allow Consulting to maintain only Hired and Non-Owned Auto protection.

Limits -

Each Accident;	
Bodily Injury and Property Damage:	\$1,000,000

Worker's Compensation: The insurance shall protect Service Provider against all claims under applicable state Worker's Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the "All States" endorsement.

Employer's Liability (Provision under the WC program):

Limits -

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Service Provider nor has the City assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

INDEMNITY

Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.

Comply: Exception:

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that it has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of a contract or the occurrence of any event rendering any portion or provision of a contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this condition shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.



06/15/2021

EMERGENCY STORM RESPONSE – STELLA-JONES

During normal work hours (Monday-Friday) 7 am-5:00 pm

Please contact:

Steve Borris Regional Sales Manager 870-680-2322 sborris@stella-jones.com

Teresa Sargent Account Manager 417-291-3765 tsargent@stella-jones.com

FOR EMERGENCIES AFTER HOURS OR DURING THE WEEKEND

PLEASE CALL OUR EMERGENCY RESPONSE 24/7 **877-448-0272**

WOOD TRANSMISSION AND DISTRIBUTION POLES INVITATION TO BID 21043

SCOPE

Independence Power & Light, (IPL), a municipally-owned utility of the City of Independence, Missouri, is seeking an annual agreement for the purchase of wood distribution and transmission poles. Bids are to cover all areas indicated herein. Bids must include supplemental information on material, engineering services, and quality control methods sufficient to ensure manufacture of products meeting industry and IPL standards.

This request is for bids to furnish IPL with all wood poles for five (5), twelve (12)-month periods, for a total of sixty (60) months. It is expected that all sixty (60) months will be contracted for by IPL, but it is expressly understood that renewal of this agreement for each successive 12-month period shall be subject to the availability of annual appropriation of funds each fiscal year from July 1 thru June 30. The following conditions shall apply under this agreement. The City reserves the right to make multiple awards as a result of this solicitation.

ESTIMATED QUANTITIES

The quantities listed for each line item on the Estimated Quantities of this bid document are IPL projections for the first twelve (12)-month period, but may be increased or decreased depending on IPL needs.

ADDITIONAL POLES

IPL reserves the right to add sizes of poles to this contract in addition to those shown on this Invitation to Bid. Vendor shall provide additional items within sixty (60) days of IPL request. Pricing of units not initially included in this agreement shall be as negotiated between the parties. All conditions of this agreement shall apply to any additional items.

PRICE ADJUSTMENTS

Price adjustments (increase/decrease) will be considered on a quarterly basis. The adjustments must be based on an index acceptable to both parties.

EMERGENCY CONTACT

The successful vendor must provide to IPL the name and telephone number for a twenty-four (24)-hour emergency contact person with the authority to order and expedite emergency shipments of backup units stored by vendor.

SHIPMENT AUTHORIZATION

The written schedule for quantities of items to be shipped provided at the beginning of each term shall be authorization for vendor to ship and invoice the specified items monthly without further authorization, subject to any changes as set out above.

TERMS OF PAYMENT

NET 30 days.

RIGHT TO REJECT

IPL reserves the right to reject any portion, or all of a shipment, due to vendor or transit damage, improper packaging, or defect, and return to the vendor, freight collect, for immediate replacement.

CANCELLATION

IPL reserves the right to cancel all or part of the undelivered portion of the contract if the vendor does not make deliveries as specified, time being of the essence to this contract, or if vendor breaches any of the terms hereof including, without limitation, the warranties of vendor.

If inspection discloses that any part of the goods, materials, or merchandise received is not in accordance with IPL's specifications, IPL shall have the right to cancel any unshipped portion of the contract. Payment for or signature for freight delivery at dock area for goods, materials or merchandise prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that IPL may have against the vendor. Defective goods, material or merchandise will be held for vendor's instructions as to return shipping at vendor's risk and will be returned at vendor's expense.

TERM OF AGREEMENT

The initial term of the agreement is Notice of Award through June 30, 2022.

RENEWAL PERIODS

The agreement may be renewed for up to four, one-year periods. Renewal pricing must be submitted ninety (90) days prior to the renewal date for each year of the contract. The City will review the pricing and make a decision as to whether to renew the agreement within thirty (30) days of receipt of the renewal pricing. Failure to submit renewal pricing ninety (90) days prior to the expiration date of the agreement may result in the cancellation of the agreement.

BID SUBMISSION

- A. Affidavit;
- B. Estimated Quantities and Lead Time Form;
- C. Pricing pages;
- D. Cover Page;
- E. Emergency contact information (name, title, telephone, fax and email address);
- F. Any supporting documentation (i.e., information regarding specifications).

GENERAL

- A. Informal insurance requirements shall apply (see Terms & Conditions).
- B. Any exceptions to the Terms & Conditions will render the bid non-responsive.
- C. All pricing shall be FOB Destination.
- D. The bid document, successful bidder's (Contractor) response, and purchase order shall constitute the entire agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response. This Agreement may be supplemented, amended or revised only by a written modification that is signed by each party.

**ESTIMATED QUANTITIES AND REQUIRED LEAD TIME
WOOD TRANSMISSION AND DISTRIBUTION POLES**

IPL STOCK NUMBER	DESCRIPTION	AVERAGE MONTHLY USEAGE	AVERAGE YEARLY USEAGE	LEAD TIME REQUIRED PER ORDER
01-030-05	Wood pole, 30', Class 5, per Spec. POWD101	1	8	2-3 wks
01-035-03	Wood pole, 35', Class 3, per Spec. POWD101	2	23	2-3 wks
01-035-05	Wood pole, 35', Class 5, per Spec. POWD101	3	40	2-3 wks
01-040-01	Wood pole, 40', Class 1, per Spec. POWD101	On Request	3	2-3 wks
01-040-03	Wood pole, 40', Class 3, per Spec. POWD101	25	191	2-3 wks
01-045-01	Wood pole, 45', Class 1, per Spec. POWD101	On Request	1	2-3 wks
01-045-03	Wood pole, 45', Class 3, per Spec. POWD101	2	25	2-3 wks
01-050-01	Wood pole, 50', Class 1, per Spec. POWD101	On Request	2	2-3 wks
01-050-03	Wood pole, 50', Class 3, per Spec. POWD101	On Request	3	2-3 wks
01-055-01	Wood pole, 55', Class 1, per Spec. POWD101	On Request	0	2-3 wks
01-060-01	Wood pole, 60', Class 1, per Spec. POWD101	On Request	0	2-3 wks
01-060-03	Wood pole, 60', Class 3, per Spec. POWD101	On Request	0	2-3 wks
01-065-01	Wood pole, 65', Class 1, per Spec. POWD101	On Request	0	2-3 wks
01-065-03	Wood pole, 65', Class 3, per Spec. POWD101	On Request	1	2-3 wks
01-070-01	Wood pole, 70', Class 1, per Spec. POWD201	On Request	0	3-4 wks
01-080-01	Wood pole, 80', Class 1, per Spec. POWD201	On Request	1	4-5 wks

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WOOD TRANSMISSION AND DISTRIBUTION POLES

The Offeror agrees to provide the products below in accordance with the specifications contained herein for the firm, fixed prices below for the period of Notice of Award through June 30, 2022. All pricing shall be FOB destination. Failure to submit renewal pricing ninety (90) days prior to the expiration date of the agreement may result in the cancellation of the agreement.

Item 1

Stock Number: 01-030-05

Description: WOOD POLE, 30 FOOT, CLASS 5, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP.45 PENTA 5/30

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$160.00

Item 2

Stock Number: 01-035-03

Description: WOOD POLE, 35 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELLA-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/35

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$272.00

Item 3

Stock Number: 01-035-05

Description: WOOD POLE, 35 FOOT, CLASS 5, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 5/35

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$201.00

PRICING PAGE 21043
WOOD TRANSMISSION AND DISTRIBUTION POLES

Item 4

Stock Number: 01-040-01

Description: WOOD POLE, 40 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/40

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$449.00

Item 5

Stock Number: 01-040-03

Description: WOOD POLE, 40 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/40

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$338.00

Item 6

Stock Number: 01-040-05

Description: WOOD POLE, 40 FOOT, CLASS 5, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 5/40

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$254.00

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WOOD TRANSMISSION AND DISTRIBUTION POLES

Item 7

Stock Number: 01-045-01

Description: WOOD POLE, 45 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/45

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$551.00

Item 8

Stock Number: 01-045-03

Description: WOOD POLE, 45 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/45

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$406.00

Item 9

Stock Number: 01-045-05

Description: WOOD POLE, 45 FOOT, CLASS 5, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 5/45

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$ 309.00

PRICING PAGE 21403
WOOD TRANSMISSION AND DISTRIBUTION POLES

Item 10

Stock Number: 01-050-01

Description: WOOD POLE, 50 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/50

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$ 642.00

Item 11

Stock Number: 01-050-03

Description: WOOD POLE, 50 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/50

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$482.00

Item 12

Stock Number: 01-055-01

Description: WOOD POLE, 55 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/55

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$747.00

PRICING PAGE 21403
WOOD TRANSMISSION AND DISTRIBUTION POLES

Item 13

Stock Number: 01-060-01

Description: WOOD POLE, 60 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/60

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$1003.00

Item 14

Stock Number: 01-060-03

Description: WOOD POLE, 60 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/60

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$753.00

Item 15

Stock Number: 01-065-01

Description: WOOD POLE, 65 FOOT, CLASS 1, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/65

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$1316.00

PRICING PAGE 21403
WOOD TRANSMISSION AND DISTRIBUTION POLES

Item 16

Stock Number: 01-065-03

Description: WOOD POLE, 65 FOOT, CLASS 3, PER SPEC POWD101

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 3/65

Delivery to be 14-21 days after receipt of order.

Unit of Measure: Each

Cost: \$989.00

Item 17

Stock Number: 01-070-01

Description: WOOD POLE, 70 FOOT, CLASS 1, PER SPEC POWD201

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/70

Delivery to be 21-28 days after receipt of order.

Unit of Measure: Each

Cost: \$1643.00

Item 18

Stock Number: 01-080-01

Description: WOOD POLE, 80 FOOT, CLASS 1, PER SPEC POWD201

MFG Name Quoting: STELL-JONES

MFG Catalog # Quoting: SYP .45 PENTA 1/80

Delivery to be 28-35 days after receipt of order.

Unit of Measure: Each

Cost: \$2582.00

Item 19

Bidder agrees to accept the City's Terms and Conditions without any excpetions (Y/N) Y

SPECIFICATION NUMBER POWD101

POLE, PRESSURE TREATED SOUTHERN PINE POLE, WOOD, SOUTHERN PINE, PRESSURE TREATED, FULL LENGTH, 65 FEET AND UNDER

MAJOR USE: FOR SUPPORTING OVERHEAD LINES AND EQUIPMENT

SPECIFICATIONS:

1.0 SCOPE

This specification prescribes the manufacturing requirements for southern pine poles that are to be treated full length. All manufacturers shall include in his proposal the cost of inspection of poles.

2.0 MATERIAL REQUIREMENTS

All poles shall conform to ASA Specification 05.1-1963 or latest revisions as supplemented by additional or specific requirements as listed herein. All poles shall be treated in accordance with AWPAs specifications except as specifically modified or supplemented herein.

2.1 FRAMING

The pole framing shall meet the requirements of Par. 6.4 ASA Specifications 05.1-1963 or latest revisions and shall be in accordance with the attached drawings.

2.2 MACHINE SHAVING

Machine shaving of poles shall be permitted only as a means to remove inner bark or other imperfections from the surface of the pole. The use of any machine shaving equipment which materially changes the contours of the pole is prohibited.

2.3 MARKING

Supplementing Par. 6.5 ASA Specifications 05.1-1963 or latest revisions, all poles shall be marked with branding iron on the gained side as described as shown below:

IPL	-	City Power & Light Designation
PCC	-	Supplier's Code or Trademark
F-63	-	Plant Location and Year
SPP	-	Species and Preservative
5-35	-	Class and Height

The brand shall be placed squarely on the face of the pole and 10' from the butt of poles 50' or less in length and at 14' from the butt of poles 55' or more in length. The IPL symbol shall be 2" high and located 3" above the supplier's code. In addition, the supplier shall stamp clearly on the butt of each pole the length and ASA Class number.

3.0 HANDLING, SEASONING AND CONDITIONING

Supplementing AWPA CI-60 or latest revisions, all poles shall be conditioned for treatment by a combination of air seasoning and steam conditioning as outlined in the following paragraphs.

3.1 All poles must be air seasoned for not less than 30 days nor more than 120 days and in no case long enough for any decay to develop.

3.2 All poles, regardless of the state of seasoning, shall be steamed for not less than 3 hours at a temperature not to exceed 245 degrees Fahrenheit. For longer periods up to a maximum of 16 hours total steaming time, including any final steaming, the actual length of time for steaming shall be determined by the manufacturer and shall be the minimum necessary to condition the poles so that required penetration and retention can be obtained. In all steaming, the temperature shall be increased gradually from 212 degrees to 245 degrees Fahrenheit over a period of not less than 45 minutes. After steaming is completed, a minimum vacuum of 22" (at sea level) shall be maintained for not less than 1 hour nor more than 3 hours. The cylinder shall be relieved frequently enough to prevent condensate from accumulating in sufficient quantity to reach the wood. Before the preservative is introduced, the cylinder must be drained of all condensate.

4.0 SORTING

Supplementing AWPA CI-60 or latest revision, Par. 1.4, sorting and spacing; this paragraph shall read: "Poles shall be sorted into size and seasoning groups and the treatment of large and small pieces or partially seasoned and seasoned pieces in the same charge shall be avoided."

5.0 PRESERVATIVE TREATMENT

Supplementing AWPA CI-60 & C4-75 or latest revision, Sec. 2.11, oil treatment; this section shall read: "Following the conditioning period, the poles shall be treated by the Rueping empty-cell process, in order to obtain as deep and uniform penetration as possible with the retention of preservative stipulated."

Paragraphs 2.21, 2.211, 2.22, 2.221, 2.23 and 2.24 shall be followed as shown in AWPA CI-60 or latest revision except for the addition below.

Poles after treatment shall show a surface reasonably free from bleeding. Poles which are bleeding excessively or which, due to treatment, have excessive shakes or checks, in the opinion of the inspector, shall be rejected.

6.0 RESULT OF TREATMENT

6.1 AMOUNT OF PRESERVATIVE

The amount of preservative retained shall be not less than 0.38 pounds of pentachlorophenol.

6.2 PENETRATION

Replacing AWP A CI-60 or latest revision, paragraph 3.3; the penetration in pole treated to the retention shall be not less than 2 3/4" unless 90% or more of the sapwood is penetrated. The penetration in any ASA Class 5 or larger pole shall be not less than 1 3/4" even though 90% of the sapwood is penetrated.

6.3 APPEARANCE OF POLE

The pole after treatment shall be brown or black in color and shall be clean and free from bleeding and sludge deposits.

7.0 PRESERVATIVES

Supplementing AWP A Specification CI-609 or latest revision, Section 4, Preservatives this shall read: "The preservative used shall be pentachlorophenol oil solution."

7.1 PENTACHLOROPHENOL OIL SOLUTION

The ingredients of the pentachlorophenol solution used in the treatment shall conform to the requirements of AWP A Specification P8-51 or latest revision, and AWP A Specification P9-58 or latest revision, limited to heavy petroleum solvent. The treating solution shall contain five (5%) percent pentachlorophenol by weight. The percentage of pentachlorophenol in the treating solution shall be determined in accordance with AWP A Specification A5-58 or latest revision.

8.0 INSPECTION

By an authorized inspection company.

8.1 INSPECTION OF POLES PRIOR TO TREATMENT

All poles shall be inspected as to their quality and conformance to mechanical requirements, handling, seasoning, framing, boring and branding prior to treatment.

8.2 INSPECTION DURING TREATMENT

The inspector shall observe all phases of the treating procedure, make analysis of the preservative and record gauge readings as specified by AWP A M2-60 or latest revision.

8.3 INSPECTION AFTER TREATMENT

All poles in each charge shall be bored and inspected to determine the depth of penetration of the preservative. Poles not meeting the requirements of this specification shall be rejected except that retreatment is permitted as specified by AWP A C1-60, Section 6, or latest revision. A report shall be furnished to the utility (or buyer) for each charge of poles on each pole.

**SPECIFICATION NUMBER POWD201
70 FEET AND LONGER**

GENERAL:

THE FOLLOWING PARAGRAPHS DESCRIBE THE POLES WHICH ARE TO BE FURNISHED UNDER THESE SPECIFICATIONS AND FOR LENGTHS 70' AND OVER.

IDENTIFICATION:

ALL POLES SHALL BE BRANDED ON THE FACE AND BUTT. THE MARKINGS ON THE FACE SHALL BE SIX FEET (6') ABOVE GROUND LINE, ASSUMING STANDARD SETTING DEPTH. THE MARKINGS SHALL BE THOSE DESIGNATED IN ANSI SPECIFICATIONS 05.1 – 2002 TITLED “AMERICAN NATIONAL STANDARD FOR WOOD PRODUCTS – SPECIFICATIONS AND DIMENSIONS” UNDER PARAGRAPH 7.5 “MARKING AND CODE LETTERS.” IN ADDITION, THE INITIALS I.P.L. AND THE GRADE “B” SHALL BE STAMPED ON BOTH THE FACE AND THE BUTT.

FRAMING:

POLE FRAMING FOR ALL POLES SHALL CONSIST OF A 15 DEGREE ONE WAY ROOF.

STANDARDS:

THE POLES SHALL BE SPECIFIED GRADE “B” AND SHALL BE IN ACCORDANCE WITH APPLICABLE PARAGRAPHS OF ANSI SPECIFICATIONS 05.1-2002 AND WITH THE AMERICAN WOOD PRESERVERS ASSOCIATION SPECIFICATIONS C4-99 OR LATEST REVISION WITH EXCEPTIONS AND LIMITATIONS AS TABULATED BELOW:

PARAGRAPH NUMBER AND/OR SUBJECT		ANSI STANDARD	GRADE B SPEC. REQUIREMENTS
5.1.1	SPECIES	SEE ANSI SPEC.	PAC. COAST DOUGLAS FIR OR SOUTHERN PINE
5.4.10	SPIRAL GRAIN	1 TURN IN 20 FEET	1 TURN IN 40 FEET
5.4.9	SHAKES IN POLE TOP	SEE ANSI SPEC.	NONE PERMITTED
5.4.6	SUM OF DIAMETER OF ALL KNOTS IN 1 FT. SECTION MAXIMUM	10 INCHES	8 INCHES
5.4.7	DEPTH OF TRIMMED SCARS WHEN PERMITTED 10 INCH POLE DIAMETER	2 INCHES	1 INCH
5.4.9	MAXIMUM SWEEP IN ONE PLANE	1 INCH IN 6 FEET	½ INCH IN 6 FEET
	MAXIMUM SWEEP IN TWO DIRECTIONS IN ONE PLANE MEASURED BY LINE BETWEEN MIDPOINT OF GROUND LINE AND POLE TOP	LINE MUST FALL INSIDE POLE	¼ DIAMETER OF POLE AT POINT OF GREATEST DEVIATION

PRESERVATIVE TREATMENT:

THE PRESERVATIVE TREATMENT SHALL BE IN ACCORDANCE WITH AWP C4-99 OR THE LATEST REVISION WITH THE FOLLOWING EXCEPTIONS:

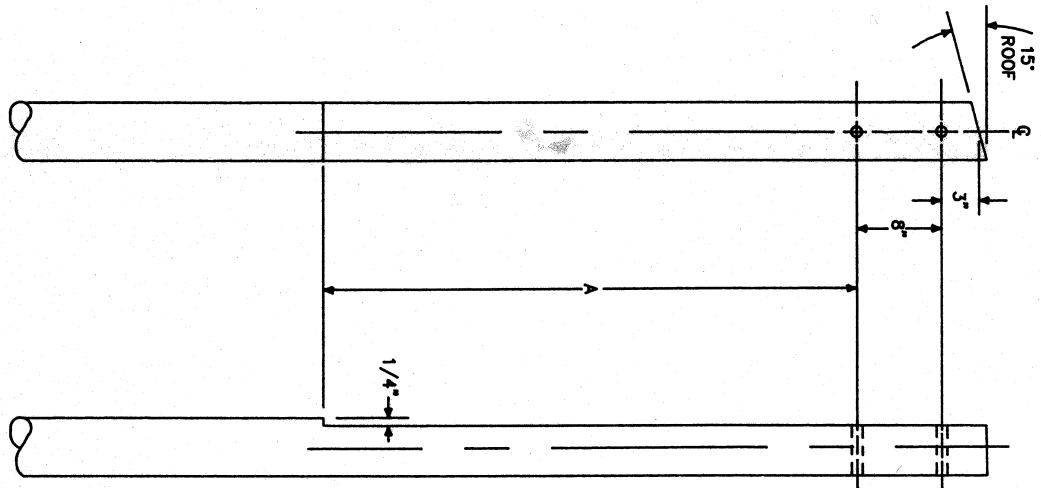
RESULTS OF TREATMENT:

RETENTION IN POUNDS PER CUBIC FEET SHALL BE NOT LESS THAN 0.45 POUNDS OF PENTACHLOROPHENOL.

INSPECTION:

ALL POLES IN EACH CHARGE SHALL BE INSPECTED. ALL POLES NOT MEETING RETENTION REQUIREMENTS OF THE SPECIFICATION SHALL BE REJECTED, EXCEPT THAT RE-TREATMENT IS PERMITTED AS SPECIFIED IN AWPA C1-00 OR LATEST REVISION. A REPORT SHALL BE FURNISHED FOR EACH CHARGE OF POLES ON EACH POLE.

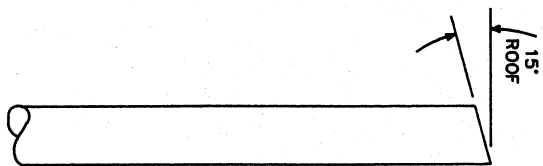
REVISED 11/25/03



NOTE:
ALL HOLES ARE TO BE 11/16" DIAMETER

DIM. "A"	POLE HEIGHT
4'	30'-40'
8'	45'
12'	50'-65'

70' & ABOVE
DO NOT SHAVE



INDEPENDENCE POWER & LIGHT	DWN BY: SCA	DATE: 2-8-90	J.Q. No.	TITLE POLE FRAMING & DRILLING	SCALE: NTS
	APPROVED BY: REV	DATE: 2-8-90	R.O. No.		DWG. NO. A-141

BID TABULATION
INVITATION TO BID 21043
WOOD TRANSMISSION & DISTRIBUTION POLES
6/24/2021

WESCO *				STELLA-JONES CORP *	
KANSAS CITY, MO				TACOMA, WA	
ITEM	ESTIMATES	UNIT	EXTENDED	UNIT	EXTENDED
1	8	\$ 216.50	\$ 1,732.00	\$ 160.00	\$ 1,280.00
2	23	\$ 364.85	\$ 8,391.55	\$ 272.00	\$ 6,256.00
3	40	\$ 274.72	\$ 10,988.80	\$ 201.00	\$ 8,040.00
4	3	\$ 596.70	\$ 1,790.10	\$ 449.00	\$ 1,347.00
5	191	\$ 449.45	\$ 85,844.95	\$ 338.00	\$ 64,558.00
6	1	\$ 340.65	\$ 340.65	\$ 254.00	\$ 254.00
7	25	\$ 719.78	\$ 17,994.50	\$ 551.00	\$ 13,775.00
8	2	\$ 546.15	\$ 1,092.30	\$ 406.00	\$ 812.00
9	3	\$ 412.10	\$ 1,236.30	\$ 309.00	\$ 927.00
10	0	\$ 856.05	\$ -	\$ 642.00	\$ -
11	0	\$ 642.85	\$ -	\$ 482.00	\$ -
12	0	\$ 1,039.56	\$ -	\$ 747.00	\$ -
13	0	\$ 1,194.50	\$ -	\$ 1,003.00	\$ -
14	1	\$ 900.00	\$ 900.00	\$ 753.00	\$ 753.00
15	0	\$ 1,356.04	\$ -	\$ 1,316.00	\$ -
16	1	\$ 1,020.88	\$ 1,020.88	\$ 989.00	\$ 989.00
17	0	\$ 1,531.86	\$ -	\$ 1,643.00	\$ -
18	0	\$ 1,894.50	\$ -	\$ 2,582.00	\$ -
TOTAL- YEAR ONE		\$ 14,357.14	\$ 131,332.03	\$ 13,097.00	\$ 98,991.00

BRIDGEWELL **				GRAYBAR ELECTRIC CO **	
TIGARD, OR				KANSAS CITY, MO	
ITEM	ESTIMATES	UNIT	EXTENDED	UNIT	EXTENDED
1	8	N/R	N/R	N/R	N/R
2	23	N/R	N/R	N/R	N/R
3	40	N/R	N/R	N/R	N/R
4	3	N/R	N/R	N/R	N/R
5	191	N/R	N/R	N/R	N/R
6	1	N/R	N/R	N/R	N/R
7	25	N/R	N/R	N/R	N/R
8	2	N/R	N/R	N/R	N/R
9	3	N/R	N/R	N/R	N/R
10	0	N/R	N/R	N/R	N/R
11	0	N/R	N/R	N/R	N/R
12	0	N/R	N/R	N/R	N/R
13	0	N/R	N/R	N/R	N/R
14	1	N/R	N/R	N/R	N/R
15	0	N/R	N/R	N/R	N/R
16	1	N/R	N/R	N/R	N/R
17	0	N/R	N/R	N/R	N/R
18	0	N/R	N/R	N/R	N/R
TOTAL- YEAR ONE		\$ -	\$ -	\$ -	\$ -

* RECOMMEND AWARD TO STELLA-JONES AND WESCO. BOTH VENDORS AGREED TO CITY'S TERMS & CONDITIONS.

** BRIDGEWELL & GRAYBAR DID NOT AGREE TO THE CITY'S TERMS & CONDITIONS RENDERING THEM NON-RESPONSIVE (N/R)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-778 A resolution reappointing Les Boatright to the Public Utilities Advisory Board.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Boatright Reappt Res PUAB 2025

PUAB
Reappt. L. Boatright
8/18/25

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION REAPPOINTING LES BOATRIGHT AS A MEMBER OF THE PUBLIC UTILITIES ADVISORY BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 427, passed on the 27th day of September, 1963, as amended (Section 1.14.001 of the City Code), and the City Charter, Article 3, Section 3/15, create the Public Utilities Advisory Board (PUAB) of the City of Independence, Missouri; and,

WHEREAS, one expiration of a term limit has created a vacancy; and

WHEREAS, the City Council deems it necessary and advisable to reappoint Les Boatright to said Public Utilities Advisory Board to fill said vacancy because of their qualities of leadership, temperance and judgment; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City, and the City Council wishes to affirm this reappointment by Councilmember John Perkins.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Public Utilities Advisory Board, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expiration	Appointed By
Les Boatright	18816 E. 25th St S	7/01/2029	John Perkins

PASSED THIS ____ DAY OF AUGUST, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-779 A resolution appointing Donna Knold and GK Callahan to the Independence Arts Council

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Knold and Callahan Res 2025

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING DONNA KNOLD AND GK CALLAHAN TO THE
INDEPENDENCE ARTS COUNCIL

WHEREAS, on October 2nd, 2023, the Independence City Council adopted Resolution
6962 establishing the Independence Arts Council; and,

WHEREAS, among the responsibilities of this committee is the administration of the
City's 1% for the Arts program as authorized by the City Council; and,

WHEREAS, the City Council deems it necessary to activate this committee and ensure
that the 1% for the Arts program is effectively managed;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
INDEPENDENCE, MISSOURI AS FOLLOWS:

SECTION 1. That the following individual is hereby appointed to serve as a member of
the Independence Arts Council:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Donna Knold	916 S. Main St.	10/24/2028
GK Callahan	9509 E. 13 th St. S	10/24/2028

PASSED THIS ____ DAY OF AUGUST 2025, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-780 A resolution appointing Jason Pearson to the Heritage Commission

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. J Pearson Res Heritage Comm

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING JASON PEARSON AS A MEMBER OF THE CITY
HERITAGE COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, pursuant to Ordinance No. 3183, passed on the 7TH day of May, 1973, create the Heritage Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did, in subsequent ordinances and resolutions, change the appointing authority provisions, adjust term rotations and the composition of the Commission; and,

WHEREAS, the expiration of a term has created a vacancy; and,

WHEREAS, the Council Liaison reviewed applications and makes the following recommendations; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Jason Pearson to said Commission because of their qualities of leadership, temperance, judgment, and interest in the history of the City of Independence; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the Heritage Commission, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Jason Pearson	520 W Lexington Ave.	4/01/2028

PASSED THIS _____ DAY OF AUGUST 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-781 A resolution amending the appointment of Haven Herndon and Lee Argo to the Heritage Commission

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Herndon and Argo Res Heritage Comm Corrected Term Exp

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE APPOINTMENT OF HAVEN HERNDON AND LEE
ARGO TO THE HERITAGE COMMISSION OF THE CITY OF INDEPENDENCE,
MISSOURI

WHEREAS, the City Council of the City of Independence, pursuant to Ordinance No. 3183, passed on the 7TH day of May, 1973, create the Heritage Commission within and for the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did, in subsequent ordinances and resolutions, change the appointing authority provisions, adjust term rotations and the composition of the Commission; and,

WHEREAS, due to a scrivener's error, the term expiration date needs to be corrected; and,

WHEREAS, the City Council deems it necessary and advisable to correct this error to maintain the requirements and boundaries of the committee; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the Heritage Commission, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Haven Herndon	735 N. Osage St.	4/01/2028
Lee Argo	602 N. River Blvd.	4/01/2028

PASSED THIS _____ DAY OF AUGUST 2025, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-782 A resolution establishing the "City Manager Recruitment Sub-Committee" of the City Council, Appointing members, and defining the Committee's rules and responsibilities (Requested by Councilmember Bridget McCandless).

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Council and Board /
---------------------------------	---------------------

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. City Manager Recruitment SubCommittee

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE “CITY MANAGER RECRUITMENT SUB-COMMITTEE”
OF THE CITY COUNCIL, APPOINTING MEMBERS, AND DEFINING THE COMMITTEE’S
ROLES AND RESPONSIBILITIES (*Requested by Councilmember Bridget McCandless*).

WHEREAS, Section 3.1 of the Independence City Charter requires the City Council to appoint a City Manager for an indefinite term by the affirmative vote of at least five members of the council; and,

WHEREAS, the City Manager shall be appointed solely on the individual’s executive and administrative qualifications; and

WHEREAS, the City Council has received written notification of the resignation of City Manager Zach Walker, effective October 12th, 2025; and,

WHEREAS, the City Council desires to utilize a comprehensive, inclusive, and transparent process to select the next City Manager; and,

WHEREAS, the City Council further desires to establish a sub-committee of the council to advance the recruitment and selection process, appoint its members, establish communication protocols, and define the sub-committee’s roles and responsibilities;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The “City Manager Recruitment Sub-Committee” is hereby established, consisting of three members of the City Council and one alternate member of the City Council.

SECTION 2. The following appointments are hereby made to the Sub-Committee:

- Councilmember Bridget McCandless, Chair
- Councilmember John Perkins
- Councilmember Jared Fears
- Councilmember Heather Wiley, Alternate

SECTION 3. The primary objective of this Sub-Committee is to advance the recruitment and selection of the City Manager, with the following responsibilities:

1. Develop and issue a Request for Proposals (RFP) for professional services to guide the City Manager recruitment process;
2. Review RFP responses and recommend a firm for City Council approval; and
3. Serve as a liaison between the selected recruitment firm and the City Council.
4. Establish the recruitment process, interview schedule and format, and contract negotiations.
5. Coordinate with the recruitment firm to facilitate a preliminary review of applicants.

SECTION 4. The Sub-Committee shall keep the City Council fully informed of all developments throughout the recruitment process, make no decisions or statements on behalf of the City Council without prior authorization, and hold all meetings in compliance with Missouri State Statutes.

SECTION 5. The Sub-Committee is authorized to solicit stakeholder input and public

engagement to provide feedback throughout the process while recognizing that it shall be the sole responsibility of the City Council to hire the City Manager.

SECTION 6. The Sub-Committee will be dissolved upon the start date of the new City Manager.

SECTION 7. Open meetings of the Sub-Committee will be recorded, archived and made available for public viewing.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-060 **2R** An ordinance amending the Independence City Code Chapter 18, Traffic. *(Sponsored by Councilmember McCandless)* **2R**

Recommendations:

Staff recommends approval of the ordinance as requested by Councilmember McCandless.

Background:

The ordinance amends the Independence City Code to regulate the use of golf carts, snowmobiles, and utility terrain vehicles (UTVs). It defines these vehicles and sets specific equipment requirements for golf carts and UTVs, such as brakes, headlamps, turn signals, tail-lamps, stop lamps, reflectors, and mirrors. Snowmobiles are prohibited from operating on public streets, sidewalks, parks, and other public properties, except for governmental use, and must have permission to operate on private property. Golf carts and UTVs must be operated safely, with appropriate footwear, and cannot carry items that prevent the operator from using both hands on the steering mechanism. They are also prohibited from operating under the influence of alcohol or drugs.

The ordinance allows golf carts and UTVs to use certain roadways, provided they adhere to speed limits and parking regulations. Operators must yield to pedestrians and other non-registered vehicles, and maintain a safe distance when overtaking. The ordinance also includes anti-harassment provisions to protect operators and pedestrians. Operators must have proof of ownership, a valid driver's license, and insurance, and comply with federal safety standards. The ordinance exempts these vehicles from state title, registration, and emissions requirements but mandates compliance with federal safety standards for low-speed vehicles.

Additionally, the ordinance specifies that golf carts and UTVs can only be operated on roads with speed limits of 35 mph or less, although crossing roads with speed limits of up to 45 mph is permitted. They must be parked in standard automobile spaces without obstructing traffic. The ordinance also outlines the responsibilities of operators, including ensuring passenger safety and not engaging in reckless behavior. It mandates that operators must pull over to allow other vehicles to pass when necessary to prevent traffic congestion. The ordinance aims to ensure the safe and regulated use of these vehicles within the city limits, balancing the convenience of their use with public safety considerations.

Emergency Justification:**Fiscal Impact:**

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - golf cart or utility terrain vehicle_07012025 Edits CED

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE INDEPENDENCE CITY CODE CHAPTER 18 TRAFFIC.

WHEREAS, City Charter Section 2.10 authorizes the City Council to enact municipal legislation relating to any and all subjects or matters within the powers of the City;

WHEREAS, The City Council desires to amend Chapter 18, Traffic, to provide regulations for the use of golf carts, snowmobiles, and utility terrain vehicles.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Independence Section 18.01.001 shall hereby be amended as follows:

GOLF CART means a three (3) or more wheeled recreational vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes that is either electric powered or gas powered and not capable of exceeding speeds of twenty (20) miles per hour.

SNOWMOBILE means any self-propelled machine or device which travels on one or more fabric and/or rubber belts, kept in motion by one or more driving wheels, so that the machine or device moves forward with the revolutions of the belt or belts, with two skids on the front of the machine or device.

UTILITY TERRAIN VEHICLE means any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or six (6) wheels, more than fifty (50) inches but not more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, and an unladen dry weight of more than one thousand five hundred (1,500) pounds but no more than three thousand five hundred (3,500) pounds.

SECTION 2. The Code of Ordinances of the City of Independence Section 18.01.014 shall hereby be added to read as follows:

Sec. 18.21.014. - Snowmobiles—Operation of in certain manner prohibited.

- A. No person shall operate a "Snowmobile" upon the public streets, including rights-of-way, alleys, sidewalks, parks or other public property of the City of Independence, Missouri; except snowmobiles owned and operated by a governmental agency for official use.**
- B. It shall be unlawful for any person to operate a snowmobile on the private property of another without the express permission to do so by the owner or occupant of such property.**

SECTION 3. The Code of Ordinances of the City of Independence Chapter 18, Article 31 shall be added to include the following:

ARTICLE 30. – REGULATIONS FOR GOLF CARTS AND UTILITY TERRAIN VEHICLES

Sec. 18.31.001. Equipment required on golf carts and utility terrain vehicles.

- A. No person shall operate a golf cart or utility terrain vehicle on any roadway in the City unless it is equipped in accordance with the minimum vehicle equipment standards set forth in RSMo Ch. 304, and in any case will minimally be equipped with the following:
1. Adequate brakes;
 2. Headlamps;
 3. Front and rear turn signal lamps;
 4. Taillamps;
 5. Stop lamps;
 6. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear; and
 7. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.

Sec. 18.31.002. Driving or riding on golf carts or utility terrain vehicles generally.

- A. Every golf cart or utility terrain vehicle shall be operated with reasonable regard for the safety of the operator, passengers, and other persons upon the sidewalks, streets and highways of the City.
- B. No person shall drive or operate or ride a golf cart or utility terrain vehicle on any roadway without always having at least one hand on the steering mechanism of the device when the vehicle is in motion.
- C. No person shall operate or ride a golf cart or utility terrain vehicle on any roadway without wearing footwear with a sole that completely covers the person's feet and toes.
- D. No driver or operator of a golf cart or utility terrain vehicle shall allow passengers when such device is in operation or motion, unless such vehicle is designed to carry more than one (1) person, in which event a passenger may ride upon the permanent and regular seat if designed for two (2) or more persons, or upon another seat firmly attached to the rear or side of the driver or operator.
- E. No driver or operator of a golf cart or utility terrain vehicle shall travel between vehicles traveling or standing in the same direction of such device within marked lanes of a roadway or contrary to established traffic control device.
- F. No personnel shall operate a golf cart or utility terrain vehicle while carrying any package, bundle, or article which prevents the operator from placing both hands upon the steering mechanism of such device.
- G. No operator of a golf cart or utility terrain vehicle shall transport extra fuel in a separate container or alter the fuel reservoir from the original manufacturer's design, including physically attaching fuel packs or containers to the operator's person.
- H. Every person operating a golf cart or utility terrain vehicle may not ride or operate while controlling or attempting to control an animal, either by hand or on a leash.

- I. No person shall operate a golf cart or utility terrain vehicle on the private property of another without the express permission to do so by the owner or occupant of such property.
- J. The operator of a golf cart or utility terrain vehicle shall yield the right of way to pedestrians, bicycles, motorized bicycles, motor scooters, and other similar devices.
- K. No golf cart or utility terrain vehicle shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs.
- L. The operator of a golf cart or utility terrain vehicle shall be responsible for the safety of all passengers and shall not allow reckless or dangerous behavior by passengers on said vehicles.

Sec. 18-31-003. Driving or riding golf carts or utility terrain vehicles on roadways.

- A. Every person operating a golf cart or utility terrain vehicle on a street or highway may ride in the center of the right lane of travel or may ride to the right side of the roadway; such person may use the left lane of travel to prepare for making a left turn, or when on a one-way street. Every person operating such vehicle on a roadway shall exercise due care when passing a standing vehicle or one proceeding in the same direction, when making turns, and when streets or lanes are too narrow to share with motor vehicles. Such vehicles may ride abreast in the lane of travel, except where a paved shoulder or bike lane is marked and when riding in the lane of travel prevents motor vehicles from passing in a safe and lawful manner.
- B. When necessary to prevent congestion of traffic, golf carts or utility terrain vehicles shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- C. No person shall operate a golf cart or utility terrain vehicle on a sidewalk or trail unless the sidewalk or trail is specifically designed and officially noticed for such use and except where the sidewalk or trail is part of a permanent or temporary driveway.
- D. No person shall drive a golf cart or utility terrain vehicle upon or in a paved shoulder or bike lane where marked, except to avoid a crash, stop for traffic congestion, or otherwise comply with law.
- E. A golf cart or utility terrain vehicle shall be operated only on roadways with a speed limit of thirty-five (35) miles per hour or less. This shall not prohibit the use of such vehicle when crossing roadways with speed limits not more than forty-five (45) miles per hour.
- F. Golf carts or utility terrain vehicles shall be parked in standard automobile parking spaces and shall be parked in such a way as to not obstruct vehicular, pedestrian, or bicyclist traffic.

Sec. 18-31-004. Anti-harassment of persons using golf carts or utility terrain vehicles.

No person operating, riding on/in nor seated on/in shall knowingly:

- A. Throw or drop any substance or object at or in the direction of a vehicle or any operator, rider or passenger thereof, or a pedestrian;
- B. Threaten any pedestrian or operator, rider or passenger of a vehicle;
- C. Sound a horn, shout, or otherwise direct sound toward any pedestrian or operator, rider, or a passenger of a vehicle for the purpose of harassing, frightening or injuring that person;

- D. Place any pedestrian or operator, rider, or a passenger of a vehicle in apprehension of immediate physical injury; or
- E. Engage in conduct that creates a risk of death or serious physical injury to any pedestrian or operator, rider, or a passenger of a vehicle.

Sec. 18-31-005. Overtake golf carts or utility terrain vehicles at a safe distance.

- A. The operator of a motor vehicle overtaking a golf cart or utility terrain vehicle proceeding in the same direction on the roadway or on the shoulder of the roadway, shall leave a safe distance, but in no case less than four (4) feet clearance, when passing the golf carts or utility terrain vehicles, and shall maintain clearance until safely past the overtaken vehicle.

Sec. 18-31-006. Golf carts and utility terrain vehicles, applicability of laws and requirements for operation.

- A. A golf cart or utility terrain vehicle may be operated upon streets of the City, but not State or Federal highways, other than for purposes of crossing same pursuant to the provisions of this chapter. Every person operating a golf cart or utility terrain vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle, not inconsistent with the limitations of this chapter.
- B. The operator of a golf cart or utility terrain vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of motor vehicle and observe all traffic laws regarding the rules of the road, in addition to the limitations of this chapter.
- C. No person who owns a golf cart or utility terrain vehicle will be permitted to operate said vehicle or allow another person to operate said vehicle upon a street without proof of ownership available upon the person or kept within the vehicle for reference and shall present such information, which includes the vehicle owner's identification and address of residence, to any peace officer upon demand.
- D. Each person operating a golf cart or utility terrain vehicle on public streets shall possess a valid driver's license issued pursuant to RSMo Ch. 302, as amended.
- E. Every operator of a golf cart or utility terrain vehicle shall maintain financial responsibility as required by RSMo Ch. 303, as amended. Proof of financial responsibility shall be always kept in the golf cart or utility terrain vehicle or upon the operator when the vehicle is in operation on a street.
- F. It shall be unlawful for an operator of a golf cart or utility terrain vehicle to fail to exhibit satisfactory evidence of insurance, ownership and driver's license, as required in this section, upon the demand of any peace officer who, while engaged in performance of the officer's duties, lawfully stops the operator or investigates a crash. But no person shall be found guilty of violating this section if the operator demonstrates to the court that he met the responsibility requirements when the peace officer wrote the citation.
- G. Golf cart or utility terrain vehicle permitted by this chapter are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to RSMo Ch. 301, as amended. Golf cart or utility terrain vehicle shall be exempt from the requirements of RSMo 307.350 to 307.402, as amended, for purposes of titling and registration.

- H. All golf cart or utility terrain vehicles shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low-speed vehicles in 49 CFR 571.500, as amended.
- I. Golf cart or utility terrain vehicle shall comply with the standards in 49 CFR 571.500, as amended.
- J. Golf cart or utility terrain vehicle modifications that render the vehicle inconsistent with the definitions, regulations and standards of this chapter are prohibited.

SECTION 4. This Ordinance shall be in full force and effect from and after passage.

SECTION 5. Correction of any scrivener's' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-064 **2R** An ordinance authorizing the issuance of not to exceed \$32,000,000 principal amount of general obligation bonds, series 2025 of the City of Independence, Missouri, and certain other documents and actions by the City. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

Staff proposes to issue up to \$32 million in General Obligation Bonds at the first issuance of the \$55 million in authority approved by voters on April 8, 2025. These bonds will finance citywide transportation improvements, including streets/roads, bridges, culverts and sidewalks.

Under this ordinance, the bonds will be sold through a competitive public process to the bidder offering the most favorable terms to the City, typically based on the lowest overall borrowing cost. The bonds will mature no later than March 1, 2045.

As these are general obligation bonds, they are backed by the full faith and credit of the City. Proceeds from the sale of the bonds will be deposited into a dedicated project fund and may only be used for the purposes approved by voters. Any funds remaining after the completion of the transportation projects will be transferred to the Debt Service Fund to help pay down the bonds.

This ordinance does not authorize a new tax or tax increase, but initiates the bonds based on the authority already granted by voters. Once the bonds are issued, the City is legally obligated to levy a direct annual property tax on all taxable tangible real property within City limits. Each year, the City will determine the amount needed to cover principal and interest payments due on the bonds. This amount will be factored into the City's annual budgeting and tax levy process, ensuring the necessary funds are raised through the property tax.

Emergency Justification:**Fiscal Impact:**

Each year, the City will determine the amount needed to cover principle and interest payments due on the bonds. This amount will be factored into the City's annual budgeting and tax levy process, ensuring the necessary funds are raised through the property tax.

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance v2 8.4.2025

BILL NO. _____

ORDINANCE NO. _____

OF

CITY OF INDEPENDENCE, MISSOURI

PASSED

AUGUST __, 2025

AUTHORIZING

**NOT TO EXCEED \$32,000,000
GENERAL OBLIGATION BONDS
SERIES 2025**

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF INDEPENDENCE, MISSOURI, AND CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Independence, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on April 8, 2025 (the “Election”), approved the issuance of \$55,000,000 of general obligation bonds (the “Voted Authority”), for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City (the “Project”); and

WHEREAS, the City has not yet issued any of the Voted Authority; and

WHEREAS, it is hereby found and determined that it is necessary for the City to issue not to exceed \$32,000,000 of the Voted Authority for the Project; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Arbitrage Instructions” means the arbitrage investment and rebate instructions included in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the General Obligation Bonds, Series 2025 authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

“Certificate of Final Terms” means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

“City” means the City of Independence, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended; as well as Article 10 of the City Charter.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means UMB Bank, N.A., and any successors or assigns.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations.

- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.
- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are permitted by law, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” shall mean capital improvements undertaken for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City.

“Project Fund” means the fund by that name referred to in **Section 501**.

“Purchase Price” means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium or less any discount as set forth in the bid of the Purchaser.

“Purchaser” means the purchaser selected by the City in accordance with **Section 210** and designated in the Certificate of Final Terms.

“Record Date” for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 208(b)** hereof.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” means, when used with respect to any Bond or any installment of interest thereon, the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025 of the City in a principal amount of not to exceed \$32,000,000 (the “Bonds”), for the purpose of financing a portion of the costs of the Project and paying costs related to the issuance of the Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 204** hereof.

All of the Bonds shall be dated their date of delivery, shall become due as set forth below, shall be subject to redemption and payment prior to their Stated Maturities subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that:

- (1) the principal amount of the Bonds shall not exceed \$32,000,000,
- (2) the Bonds shall have a final maturity not later than March 1, 2045,
- (3) the Bonds shall have a weighted average maturity of not less than 8 years and not more than 15 years,
- (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 6.5% per annum, and
- (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2036.

The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the rates specified in the Final Terms Certificate (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 202. Designation of Paying Agent. UMB Bank, N.A. is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri, organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 203. Method and Place of Payment of Bonds. The principal or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment

(which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 204. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 205. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor or City Manager and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 206. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent promptly upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 208. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 208(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 208(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and

Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 209. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City, is hereby ratified and approved and the Final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the issuance of the Bonds. The Mayor or City Manager is hereby authorized to execute the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Final Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid complies with **Section 201** hereof and the Notice of Sale circulated for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale and whose bid results in the sale of the Bonds to the highest and best bidder on terms deemed most advantageous to the City. For purposes of the prior sentence, the “highest” bid with “terms deemed most advantageous to the City” shall be the bid that produces the lowest “true interest cost” while remaining within the premium parameters set out in the Notice of Sale.

The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor or City Manager is authorized to accept the Purchaser’s winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to Maturity as set forth in the Certificate of Final Terms, subject to the requirements of **Section 201**.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to any such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial

amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due and, to the extent necessary to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds and accounts:

- (a) Project Fund.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund in the accounts as directed by the City consistent with the final terms of the Bonds.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be

completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Project for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon direction or authority provided by City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners

of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by

ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance; or
- (e) alter the redemption terms for any of the Bonds.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor, the City Manager and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. Specifically, such officers are authorized to execute any documents necessary to secure a bond insurance policy for the Bonds.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force in accordance with the City Charter.

Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
\$ _____**

**CITY OF INDEPENDENCE, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2025**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

_____, 2025

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF INDEPENDENCE, MISSOURI, a constitutionally chartered city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.** (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest

on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Bonds, Series 2025,” aggregating the principal amount of \$32,000,000 (the “Bonds”), issued by the City for the purpose of financing the costs of the Project, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds may be called for redemption and payment prior to maturity on March 1, 20__ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

[The Bonds maturing in the years 20__ and 20__ (the “Term Bonds”) shall be subject to mandatory redemption and payment by the City at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the principal amounts set out in the Certificate of Final Terms on March 1 of the years set out in the Certificate of Final Terms.]

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the original purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository,

and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF INDEPENDENCE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

[remainder of page intentionally left blank]

CERTIFICATE OF AUTHENTICATION

CITY OF INDEPENDENCE, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
City Manager

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-065 **2R** An Ordinance amending Ordinance No.19425 and the HOME-ARP 2021-22 Annual Action Plan; and making the necessary appropriations **2R**

Recommendations:

Staff recommends approval.

Background:

The City Council approved Ordinance No. 19425 on March 20, 2023 adopting the HOME-ARP Allocation Plan.

The City received notice in July 2025 from U.S. Department of Housing and Urban Development (HUD) that during a recent quality control check, the City was allocated less HOME-ARP funds than it was legally entitled to receive, indicating an additional amount to be awarded.

The City has updated the HOME-ARP Allocation Plan, adding the additional \$1,880.

The increase will be equally allocated between Community Services League and Metro Lutheran Ministry who currently have contracts to administer the City's HOME-ARP Allocation Plan.

Emergency Justification:**Fiscal Impact:**

The Community Services League contract will authorize expenditure of an additional \$940. (Account 0096806.5226.CSL PO#25000151)

The Metro Lutheran Ministries contract will authorize expenditure of an additional \$940. (Account 0096806.5226.MLM PO# 25000163)

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HOME ARP Annual Action Plan Amendment Ordinance 2025 (Word)
2. HOME ARP Annual Action Plan Amendment Ordinance 2025 (PDF)
3. Ord.No.19425 - Signed
4. HOME ARP 2023 ADMENDED July 11 2025
5. CSL Change Order No. 1 HOME ARP
6. MLM Change Order No. 1 HOME ARP

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19425 AND THE 2021-22 ANNUAL ACTION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, Ordinance No. 19425 was approved by the City Council on March 20, 2023; and,

WHEREAS, HUD notified the City of Independence that their HOME-ARP allocation would increase \$1,880 for a total award amount of \$1,686,733 in HOME-ARP funding; and,

WHEREAS, the City has amended the amounts therein HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines; and,

WHEREAS, the City has contracts with Community Services League and Metro Lutheran Ministries to administer the HOME-ARP Allocation Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 1 of Ordinance No. 19425 approved by the City Council on March 20, 2023 is hereby amended to add the additional \$1,880 to the HOME-ARP Allocation Plan:

HOME – FY 2021-22

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	<u>\$1,686,733.00*</u>
Total	\$2,170,097.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan, including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

SECTION 4. That all other parts and provisions of Ordinance No. 19425 shall remain in full force and effect.

SECTION 5. That the HOME-ARP contract between the City and Community Services League is hereby authorized to be increased \$940.

SECTION 6. That the HOME-ARP contract between the City and Metro Lutheran Ministry is hereby authorized to be increased \$940.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19425 AND THE 2021-22 ANNUAL ACTION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, Ordinance No. 19425 was approved by the City Council on March 20, 2023; and,

WHEREAS, HUD notified the City of Independence that their HOME-ARP allocation would increase \$1,880 for a total award amount of \$1,686,733 in HOME-ARP funding; and,

WHEREAS, the City has amended the amounts therein HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines; and,

WHEREAS, the City has contracts with Community Services League and Metro Lutheran Ministries to administer the HOME-ARP Allocation Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 1 of Ordinance No. 19425 approved by the City Council on March 20, 2023 is hereby amended to add the additional \$1,880 to the HOME-ARP Allocation Plan:

HOME – FY 2021-22

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	\$1,686,733.00*
Total	\$2,170,097.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan, including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

SECTION 4. That all other parts and provisions of Ordinance No. 19425 shall remain in full force and effect.

SECTION 5. That the HOME-ARP contract between the City and Community Services League is hereby authorized to be increased \$940.

SECTION 6. That the HOME-ARP contract between the City and Metro Lutheran Ministry is hereby authorized to be increased \$940.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

BILL NO. 23-018
ORDINANCE NO. 19425

AN ORDINANCE APPROVING THE AMENDED 2021-2022 ANNUAL ACTION PLAN AND ADOPTING THE HOME-ARP ALLOCATION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the American Rescue Plan was signed into law on March 11, 2021 to provide federal funding to address the ongoing impact of the COVID Pandemic on the national economy, public health, state and local governments businesses and citizens; and,

WHEREAS, Congress allocated ARP funding to be administered by the U.S. Department of Housing & Urban Development (HUD) as part of the department's Home Investment Partnership Program (HOME-ARP), to address qualifying populations to include homeless individuals and families, persons at risk of homelessness, and other vulnerable populations at risk of homelessness; and,

WHEREAS, HUD notified the City of Independence that, pending an approved HOME-ARP Allocation Plan, it is allocated \$1,684,853 in HOME-ARP funding; and,

WHEREAS, HUD requires the Participating Jurisdiction (PJ) to develop a HOME-ARP Allocation Plan and amend their Fiscal Year 2021-22 Annual Action Plan prior to submitting the HOME-ARP Allocation Plan to HUD; and,

WHEREAS, the City has developed the HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized and directed to submit the substantial amendments in accordance with the process for submitting the HOME-ARP allocation plan to HUD and recommending the following changes to the HOME program for the FY 2021-2022 Program Year:

HOME – FY 2021-2022

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	<u>\$1,684,853.00*</u>
Total	\$2,168,217.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan,

including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

PASSED THIS 20th DAY OF March, 2023, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.



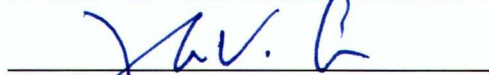
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



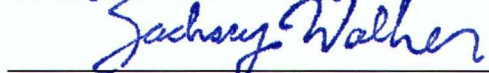
City Clerk

APPROVED - FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above



Director of Finance and Administration
City of Independence, Missouri



HOME-ARP Allocation Plan

Prepared by

**Crystal & Company for the
City of Independence, MO**

March 22, 2023

Revision History

HOME-ARP Allocation Plan – July 10, 2025

City of Independence HOME-ARP Allocation Plan

Preface

The American Rescue Plan was signed into law on March 11, 2021 to provide federal funding to address the ongoing impact of the COVID Pandemic on the national economy, public health, state and local governments businesses and citizens.

To address these needs Congress allocated ARP funding to be administered by the U.S. Department of Housing & Urban Development as part of the department's Home Investment Partnership Program (HOME-ARP), to address qualifying populations to include homeless individuals and families, persons at risk of homelessness, and other vulnerable populations at risk of homelessness. Specifically:

- Homeless (as defined by section 103(a) of the McKinney-Vento Homeless Assistance Act;
- Fleeing or attempting to flee domestic violence, dating violence sexual assault, stalking, or human trafficking as defined by the Secretary;
- Other populations where providing supportive services or assistance that prevents homelessness or would serve those with the greatest risk of housing instability; and,
- Veterans and families that include a veteran that meet one of the proceeding criteria.

Allowable activities using HOME-ARP funds to address the aforementioned needs include: development and support of affordable housing; tenant-based rental assistance (TBRA); supportive services; and, the acquisition or redevelopment of non-congregate shelter units.

HUD notified the City of Independence that, pending an approved HOME-ARP Allocation Plan, it is allocated \$1,686,733.00 in HOME-ARP funding. After receiving consultation, input from stakeholders, and statistical research, the City developed this HOME-ARP Allocation Plan describing planned activities to address the qualified target group clientele noted above. All HUD required (in HUD CPD Notice 21-10), fully executed documents are attached in the Appendix of this HOME-ARP Allocation Plan.

Consultation

Describe the consultation process including methods used and dates of consultation:

The initial consultation process included telephone interviews with the entities noted below during the months of September and October of 2022 in addition to an initial Public Meeting with these and other relevant entities on October 19, 2022 to elicit input on needs and relevant issues associated with the HOME-ARP clientele. Once the draft HOME-ARP Allocation Plan was prepared, it was subjected to the public review and comment process occurring from February 10, 2023 through March 13, 2023 as well as in the final, mandatory Citizen Participation meeting executed on February 16, 2023.. The Independence Plan also secured City Council review and approval in March of 2023 prior to submission to HUD.

List The Organizations Consulted

Organizations initially consulted by phone in September and October of 2022, solicited for attendance at the two Citizen Input meetings on October 19, 2022 and February 16, 2023 and sent copies of the draft HOME-ARP Allocation Plan on February 10, 2023 seeking input/comment.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Independence Housing Authority	PHA	Tel. Interview and/or Citizen Participation Meeting	Need for assistance with client security deposits and application fees to secure adequate housing.
Greater Kansas City Homeless Coalition	Reg'l Continuum of Care	Tel. Interview	First priority on funding use for Non-Congregate Care shelter facilities, then for supportive services and finally, rental housing production.
Hope House	Area Domestic Violence Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support.
Hillcrest Transitional Housing	Area Non-Profit Homeless Provider	Tel. Interview and/or Citizen Participation Meeting	Preservation and development of bridge (transitional) housing, case management assistance and other support services for homeless persons and those at-risk and short-term rental supports and possible aid to hike FMRs if/as needed.
Mother's Refuge	Area Pregnant Parenting Young Moms Non-Profit (sometimes Dom. Violence)	Tel. Interview and/or Citizen Participation Meeting	Identified gaps in services for this clientele and affordable housing. Definite interest in non-congregate care shelter support and a variety of supportive services, among others. A concern that HUD rules allow for clients breaking prudent rules oriented to the clientele may be eliminated from securing HUD aid.
Community Services League/United Way Of Greater Kansas City	Area Non-Profit Homeless – Prevention	Tel. Interview and/or Citizen Participation Meeting	Homeless prevention a priority for those folks right on the line. Thus, the first key need is targeted, short-term rental supports to keep folks in their dwellings coupled

			with the key supportive services; and secondly bridge housing endeavors to re-constitute homeless persons in transitional dwellings that might involve TBRA plus targeted supportive services. Investigate resources to hike fair market rent levels.
Salvation Army EA	Non-Profit Homeless Provider	Tel. Interview and/or Citizen Participation Meeting	Rental deposit support, transportation support via vouchers or direct services and employment/training aid.
Kansas City United Way (Vets support)	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	See information above derived from the Community Service League (CSL).
Disabilities Advocate – ARC Of The Ozarks	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Emphasis on need for transportation services but also other supportive services, n/p rentals, TBRA and rental deposit assistance.
Metro Lutheran Ministries	Area Non-Profit - religious	Tel. Interview and/or Citizen Participation Meeting	Allocations for supportive services (case mgm't, transportation, job & life skills, empl & training, rental deposits, etc), TBRA and permanent rental development.
Truman Heritage Habitat For Humanity	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Desire for sustaining impacts from limited funds. Preference for rental housing (transition to ownership if possible), shelter development and targeted support services.
Salvation Army Crossroads	Kansas City, MO Local Government	Tel. Interview and/or Citizen Participation Meeting	Need for rental housing production, shelter development and targeted supportive services (utility assistance, short rental aids, credit assistance, etc).
Drum Farm Organization For Children	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Priority needs for transportation vouchers (Uber, Lyft, etc), transitional rental housing in the form of duplexes, targeted TBRA, etc.

Summarize feedback received and results of upfront consultation with these entities:

The feedback from the consultation conducted with the entities noted above via telephone interviews and the Public Meeting conducted are presented below.

**HUD Home-American Rescue Program (ARP) & Plan
Citizen Participation Meeting Minutes**

Wednesday, October 19, 2022, at 11:00 a.m.

Citizens Present

Amber Bauer – Greater Kansas City Coalition to End Homelessness

Patricia Hernandez – Greater Kansas City Coalition to End Homelessness

Roland Walker – Oikos Development Corporation

Online Participants

Christina Leahey – Truman Habitat for Humanity

Evalyn Duffy – Community Service League

Kelsi Green – Mother's Refuge

Heather Figley – Independence Public Housing Authority

Stephanie Boyer – ReStart

Sarah Wimberly – Independence Ministerial Alliance

Rich Crystal – Crystal & Co (Consultant for the City of Independence)

Staff Present

Adrienne Fight – Community Development Program Administrator

Miranda Rice – Assistant to the Director

Tom Scannell – Director, Community Development Department

A hybrid meeting for public comment was held at City Hall, Conference Rm D, as well as via Microsoft Teams at 11:00 a.m. on October 19, 2022. The meeting was called to order.

OVERVIEW OF First HOME-ARP Citizen Participation Meeting

Rich Crystal explained...

- Purpose of meeting is to secure input associated with the City of Independence HOME-ARP plan and program.
- HOME-ARP Funding is oriented to assist homeless person, those at risk of homelessness and other special need type clientele.
 - HOME-ARP Program established March 2021
 - City of Independence will receive about 1.68 million in HOME-ARP Funds (one time allocation)
 - Program funding will need to be expended by September 2023
- Kansas City, KS will receive 3.3 million in HOME-ARP funds
- Kansas City, MO will receive 8.3 million in HOME ARP Funds

REQUEST FOR HOME-ARP ALLOCATION PLAN INPUT FROM CITIZENS

- *PRIORITIES, IDEAS, OR PERSPECTIVES AS THEY RELATE TO POPULATIONS THAT SHOULD BE SERVED BY HOME-ARP FUNDS*
- Amber Bauer:
 - Focus on how current rent rates compare to family's net income. Families spending 30%+ in rent will be at risk for homelessness. This population in the community should be taken into consideration.
 - Much of the current data that we have available to us to evaluate housing insecurity is pre-pandemic. Post pandemic data will most like yield greater numbers, and we need to take that into consideration.
- Stephanie Boyer:
 - Lack of affordable housing options across the metro, for families in that 30% AMI range
 - Lack of affordable housing options that do not have a subsidy attached.
 - Housing situation has been exacerbated by the pandemic.
 - Housing Authority waiting list (public housing) is not a viable option due to the number of families currently on it.
 - Difficulty getting sheltered families into public housing, and out of shelters to make room for families falling into homelessness due to current economic climate, because there just are not enough affordable housing options available.
 - More conversation and thought around how we design housing opportunities.
 - More conversation and thought around families with income ranges outside that which would qualify for subsidized housing but are being put at risk for homelessness every day. Need to find a way to "shut off the valve" of families falling into homelessness and needed shelter services.
- Amber Bauer
 - Possibility of a regional approach with these funds? Regional strategic plan?
 - Within the region, Kansas City MO, and Kansas City, KS we are sharing populations. Members of this population are using the same resources and the same agencies across the region.
- Stephanie Boyer
 - Would love to see a regional long-term vision or approach to this funding.
 - This could foster opportunities in the future for public-private partnerships
- Amber Bauer
 - Prevention of homelessness is important, but we also need to look at providing supportive services to these population in the now.
 - Address the needs of those currently dealing with street homelessness
 - Drop-In Centers? Places for street homeless to shower, get their mail, etc.
- *IDEAS AND SUGGESTIONS ON ELIGIBLE PROGRAM PROJECTS*
- Christina Leakey
 - Major issue is getting Section 8 vouchers out on the streets due to a lack of units that would qualify for the program. Could funding be use toward assisting with bringing units up to qualification standards?

- There is a need for assistance with rental deposits required by landlords in order to allow occupancy of a approved tenant. This need is not typically met by the Housing Authority.
- Amber Bauer
 - Another issue as the rent moratorium ends, several landlords are deciding just not to take Section 8/Housing Choice vouchers, because they are realizing due to the lack of supply, they can get market rate for their units. This effect the number or available subsidized units in the community as well.
- Christina Leakey
 - Possibility of using funds to help non-profits acquire units that could/should be section 8. This way a non-profit with a commitment to providing affordable housing and accepting those vouchers would be able to collaborate with the Housing Authority. Two organization with similar goals.
- Stephanie Boyer
 - Getting families over the hurdle of rental deposits or just providing the resources to move, would assist population at risk of homelessness.
 - Would like to see some landlord engagement in the work.

ADJOURN

All of the aforementioned input was analyzed by the City of Independence and the decision was made by city officials to focus 65% of its HOME-ARP allocation and program endeavors for eligible, rental financial assistance costs to prevent homelessness in Independence and the balance of 35% of resources for eligible supportive services.

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice:*** 10/4/2022
- ***Public comment period:*** The public *comment period on the draft Independence HOME-ARP Allocation Plan extended from February 10, 2023 through March 13,, 2023.*
- ***Date(s) of public hearing:*** 2/16/2023

Describe The Public Participation Process

To reiterate as noted above, the consultation process included telephone interviews with the entities noted earlier during the months of September and October of 2022 in addition to an initial Citizen Input Hearing with these and other relevant entities on October 19, 2022 to elicit input on needs and relevant issues associated with the HOME-ARP clientele. Once the draft HOME-ARP Allocation Plan was prepared, it was subjected to the public review and comment process extending from February 10, 2023 through March 13, 2023 as well as the mandatory final Citizen Public Hearing meeting. The second and final Citizen Input Public Hearing Meeting was conducted on February 16, 2023 to solicit input on the draft Independence HOME-ARP Allocation Plan (also noted earlier in this HUD template). Prior to HUD submission, the draft

Independence HOME-ARP Allocation Plan was subjected to Independence City Council review and adoption in March of 2023.

Describe Efforts To Broaden Public Participation:

To reiterate, in addition to consulting with relevant entities/stakeholders during September and October of 2022 described earlier, two Citizen Participation Meetings were held on October 19, 2022 and February 16, 2023 to secure input on relevant needs and approaches to assist the HOME-ARP clientele and secure feedback on the draft HOME-ARP Allocation Plan. Citizen input was also secured during the City Council process to review and approve the HOME-ARP Plan executed in March of 2023 prior to HUD Plan submission. The City of Independence provided final citizen participation notices, the final Citizen Input Meeting Agenda and the draft HOME-ARP Allocation Plan to citizens and stakeholders in English and Spanish. The City will provide this plan on the City of Independence Community Development Department website in both English and Spanish during the public comment period. The City will also provide copies of this plan in 7 locations for the public to access during the public comment period. These locations are:

City Hall
111 E Maple Ave (2nd floor)

Independence Housing Authority
4215 S Hocker Dr
BLDG 5
Independence MO 64055

Palmer Center
218 N Pleasant St
Independence MO 64050

Fairmount Community Center
217 S Cedar Ave,
Independence MO 64053

Midwest Genealogy Center
3440 S Lee's Summit Road
Independence, MO 64055

North Independence
317 W 24 Hwy
Independence, MO 64050

South Independence
13700 E 35th St South
Independence, MO 64055

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

Initial comments/input received (predominantly oral) from the initial public participation process are previously noted in the 'List Of The Organizations Consulted' and the 'Summarization Of

Feedback Received And Results Of Upfront Consultation' in this template. Comments received on the draft Independence HOME-ARP Allocation Plan follow.

HUD Home-American Rescue Program (ARP) & Plan

Citizen Participation Meeting Minutes

Thursday, February 16, 2023, at 11:00 a.m.

Citizens Present

Cristina Leahey – Truman Habitat for Humanity

Online Participants

Roland Walker – Oikos Development Corporation

Racheal Lane - Salvation Army, Emergency Assistance

Bridget McCandless – Independence City Council

Rich Crystal – Crystal & Co (Consultant for the City of Independence)

Ilene Shehan – Hope House

Staff Present

Adrienne Fight – Community Development Program Administrator

Tom Scannell – Director, Community Development Department

A hybrid meeting for public comment was held at City Hall, Conference Rm D, as well as via Microsoft Teams at 11:00 a.m. on February 16th, 2023. The meeting was called to order.

OVERVIEW OF HOME-ARP Program

Rich Crystal explained...

- City of Independence will receive about 1.68 million in HOME-ARP resources.
 - Resources intended to assist homeless and those at risk of homelessness.
 - Other populations intended for HOME-ARP: special needs clientele.
 - Other uses for HOME-ARP: Tenant-based Rental Assistance, Developing Affordable Housing, Development of Shelters, Congregate and Non-Congregate Shelters
- Purpose of meeting is to secure input associated with the City of Independence HOME-ARP Allocation plan and program.

HOME ARP ALLOCATION PLAN

- Needs Assessment conducted by the Continuum of Care was utilized heavily to develop HOME-ARP Allocation Plan

- Strong comparisons were analyzed between current homeless population (sheltered and unsheltered – PIT count about 115) and at-risk of homelessness population (about 3500)
- Administrator of the Jackson County ERAP (Emergency Rental Assistance Program) reported 65% of resources were allocated in the Independence area.
- At-risk of homelessness population identified as a focus in the City's approach to the HOME-ARP allocation plan
- 65% of HOME-ARP funds dedicated to short term rental support. 35% of HOME-ARP funds dedicated to general supportive services.
- Draft of HOME-ARP has been made available publicly on various platforms.
- HOME-ARP Allocation Plan will go to City Council in March 2023
- Public Comment period will run from February 10th to March 13th 2023
- Plan will be submitted to HUD on March 31st 2023

REQUEST FOR HOME-ARP ALLOCATION PLAN INPUT FROM CITIZENS

- Christina Leakey
 - Has there been any research on how much of the 65% of ERAP Funds that were spent here in Independence when to the targeted populations that the HOME-ARP Allocation plan will be looking to serve
 - Because of the income restrictions tied to the HOME-ARP program, it may take more work to find eligible clients to utilize these funds.
 - Another factor to pay attention to is the availability of units for low-mod tenants to rent. Scarcity of available affordable units has become a problem.
 - For tenants that apply for rental assistance through this program, will there be requirements or standards for the units themselves in order for the tenant to receive the support?

ADJOURN

Summarize Any Comments Or Recommendations Not Accepted And State The Reasons Why

No written comments received on the HOME-ARP Allocation Plan during the public comment period extending from 2/9/23 to 3/13/23. The items mentioned in the citizen participation meeting have generally been reviewed and factored into the Allocation Plan.

Needs Assessment and Gaps Analysis

Introduction

The following section will describe the shelter and supportive services situation for people experiencing homelessness, people experiencing domestic violence and people receiving housing services within the Jackson County MO Continuum of Care region as data is available from the latest 2022 Point-In-Time (PIT) counts, etc. Information is specifically provided for the City of Independence concerning non-homeless populations most at risk of experiencing homelessness derived from the latest 2019 CHAS data from HUD.

Demographics

Describe the size and demographic composition of qualifying populations within the City of Independence boundaries:

HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations (QPs):

- Homeless – refer to the “People Experiencing Homelessness in The Jackson County MO Continuum Of Care Region Pursuant To 24 CFR 91.5” in this section of the Plan.
- At-Risk of Homelessness – refer to the “People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5” in this section of the Plan.
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking – refer to the “People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in The Jackson County MO Continuum Of Care Region” in this section of the Plan.
- Other Populations - refer to the “People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5” in this section of the Plan.
 - #1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness, or
 - #2) At Greatest Risk of Housing Instability

The City of Independence population grew slightly from 116,830 in 2010 to 122,088 presently. There has not been a significant change in the racial or ethnic makeup within the city during this period. A significant proportion of households in the City of Independence in 2019 have housing problems, particularly cost burdens, with 27% of households experiencing cost burdens. Renter households are particularly impacted by cost burdens, at a rate of 41%. Per the City of Independence Analysis Of Impediments To Fair Housing Choice (AI), the location of renters in distress were in the central and western portions of the locality (from 2015-2019) where a higher incidence of minorities were situated. Homeless and victims of domestic violence are dealt with on a regional basis in the Jackson County CoC. Per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Noted later in this Plan, Independence contains a much more significant volume of persons ‘at risk’ of homelessness and this has motivated the city’s HOMEARP programmatic direction and approach for these HUD resources.

People Experiencing Homelessness in The Jackson County MO Continuum Of Care Region Pursuant To 24 CFR 91.5

According to the latest available Jackson County MO 2022 Point-In-Time (PIT) Homeless Count, local data collected indicated that 1,582 people were experiencing homelessness in the region, with 711 of them reported to be unsheltered and the balance of folks (871) in shelters. In 2019 (pre-covid), a total of 1,843 people were experiencing homelessness with 243 unsheltered and the balance sheltered.

For the 2022 PIT Count, 977 or 62% of the population identified as male, 578 or 36.5% identified as female, and 27, or about 1.7% identified as transgender or gender non-conforming, etc. The ethnic breakdown of the PIT Count indicates the majority or 89% identifying as Non- Hispanic and 11% as Hispanic reflecting their overall proportion of the city population. Noted on the following Table, 54% of homeless persons were White, 36% were African American and the balance of 10% distributed among other or persons of multiple races. Unfortunately, African

Americans are experiencing homelessness at a rate much greater than their proportion of the City of Independence population of 8.5%.

2022 Point-in-Time Count MO-604-MO Kansas City/Independence/Lee's Summit/Jackson County CoC

Race (Adults & Children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	177	260	9	412	858
Black or African American	169	169	6	232	576
Asian)	3	3	0	5	11
American Indian or Alaska Native	8	8	0	15	31
Native Hawaiian or Other Pacific Islander	1	0	1	4	6
Multiple Races	28	29	0	43	100

According to the 2022 PIT Count, key highlights of homeless persons and special populations experiencing such include:

- The number of persons in households without children was 1,188, of which 510 were sheltered and the balance of 678 unsheltered.
- The number of persons in households with at least one adult and one child was 347, of which 341 were sheltered and 6 were not.
- The number of veterans experiencing homelessness is estimated at 149 persons, of which 48 were unsheltered and the balance of 101 were sheltered.
- In the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. Indicated below, in the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022.
- It is estimated that 93 unaccompanied homeless youth were evident, of which 68 were in shelters and 25 were unsheltered. Most were between the ages of 18 to 24. These homeless youth tended to be evenly split by gender and were comprised of 51% White and 40% African American.
- The number of adults and children who meet the definition of chronically homeless was 305, of whom 40 were sheltered and 265 not.
- Note the special needs population estimates below.

2022 Point-in-Time Count MO-604-MO Kansas City/Independence/Lee's Summit/Jackson County CoC

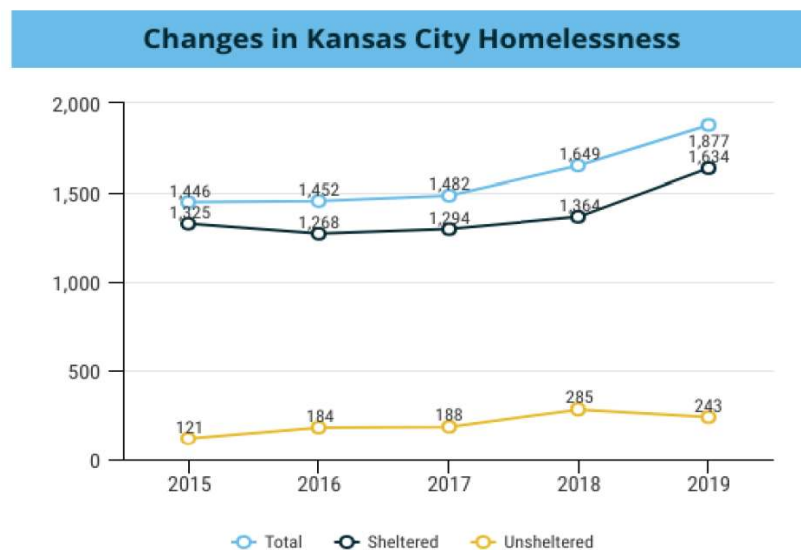
Other Homeless Subpopulations

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Adults with a serious Mental Illness	13	20	0	205	238
Adults with a Substance Use Disorder	2	13	0	132	147
Adults with HIV/AIDS	1	17	0	13	31
Adult Survivors of Domestic Violence	10	18	0	48	76

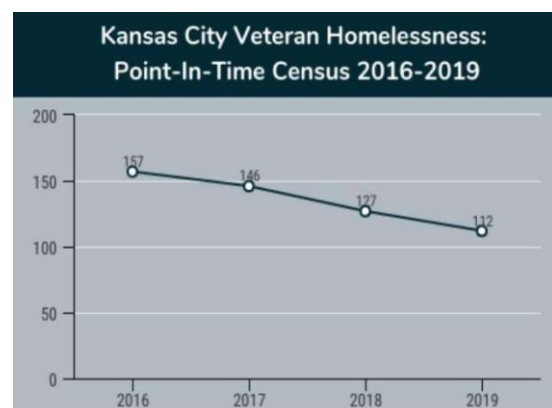
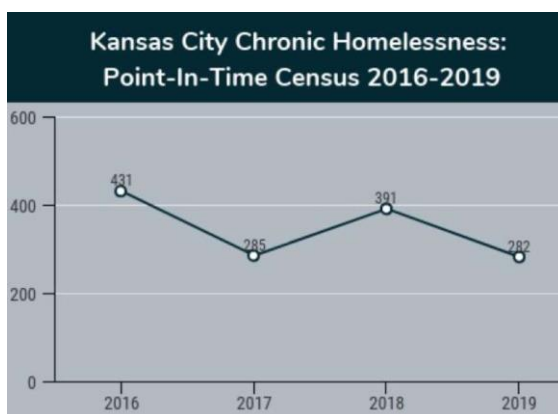
Per the regional GKCCEH Needs Assessment prepared in 2020, the length of homelessness in months for persons before prior to their Coordinated Entry into the homeless system is noted first by the following cohorts with the average length of homeless follow:

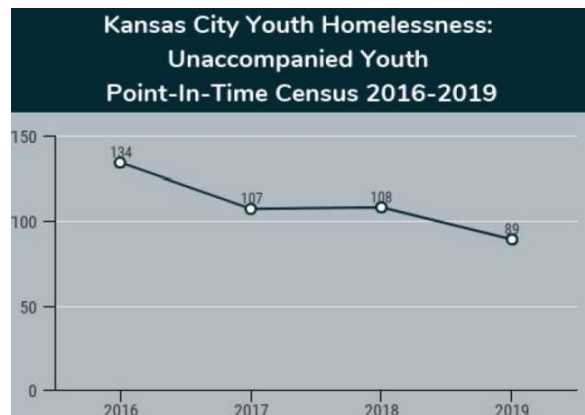
- Youth (17-24)... 10.5 months (pre CE entry) and total avg. length of homeless is 28.5 months
- Ages 25-60... 11.8 months (pre CE entry) and total avg. length of homeless is 23.8 months
- Seniors (ages 61+)... 10.8 months (pre CE entry) and total avg. length of homeless is 25.9 months
- Veterans... 6.9 months (pre CE entry) and total avg. length of homeless is 16.3 months
- Families With Children... 5.7 months (pre CE entry) and total avg. length of homeless is 21.9 months
- Survey Average... 11.4 months (pre CE entry) and total avg. length of homeless is 24.3 months

Evidenced on the chart below, the incidence of homelessness in the Kansas City CoC region increased from 2015 to 2019. The decline evident at 1,425 persons from the 2022 PIT are the result of the covid pandemic and likely reporting factors.



Graphic depictions of varying categories of homeless persons pre-pandemic from the GKCCEH 2019 Annual Report offer insight into the likely current levels of this clientele.





People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5

People who are at most risk of homelessness include individuals and families who have an annual income below 30% of median family income for the area and do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter. According to Comprehensive Housing Affordability Strategy (CHAS) 2015- 2019 data, there are 5,445 renters with incomes at or below 30% Area Median Income (AMI), and an additional 4,055 renters at or below 50% AMI within the city. Combined, these 9,500 households represent households with incomes that put them most at risk of experiencing homelessness within the community.

CHAS data also details the living situations of those renters that can put them at further risk of homelessness based on housing problems or rent cost burdens they are experiencing in their current living situation. Cost burden is the ratio of housing costs to household income. HUD defines the four housing problems as: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 30%. HUD further defines the four severe housing problems as: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 50%. For renters, housing cost is defined to include gross rent (contract rent plus utilities).

Within Independence, per the most recent HUD CHAS data (2019), there are approximately 5,455 renter households in Independence earning less than 30% of the area median, of which 3,985 or 73% had at least one of four problems related to housing distress (incidence of being cost burdened, being overcrowded and/or residing in substandard dwelling units). Approximately 2,965 or 74% of these renter households are severely cost burdened (paying more than 50% of their income for housing). These households hold the greatest risk of homelessness in Independence and represent a very significant level at 16% of the community renter population. An additional 570 renter households earning from 31 to 50% of the area median who are severely cost burdened, bringing the total of renters at significant risk of homelessness in Independence to **3,535 or 19% of all renters**. See excerpts from the relevant HUD CHAS tables below.

Displaying data for Independence city, Missouri
Year Selected: 2015-2019 ACS

Income Distribution Overview	Owner	Renter	Total
Household Income <= 30% HAMFI	2,765	5,445	8,210
Household Income >30% to <=50% HAMFI	3,840	4,055	7,895
Household Income >50% to <=80% HAMFI	6,675	4,375	11,050
Household Income >80% to <=100% HAMFI	4,070	2,180	6,250
Household Income >100% HAMFI	11,820	2,870	14,690
Total	29,170	18,920	48,085
Housing Problems Overview ¹	Owner	Renter	Total
Household has at least 1 of 4 Housing Problems	5,755	8,295	14,050
Household has none of 4 Housing Problems OR cost burden not available, no other problems	23,415	10,625	34,040
Total	29,170	18,920	48,085

Unfortunately, the national advent of extensive inflationary conditions coupled with the overall lack of an affordable housing supply exacerbate the problems for these 3,535 renter households and undoubtedly indicate an undercount for folks in need. Note the unfortunate upward trend evident in Jackson County, Missouri for evictions since the termination of the COVID rental moratorium in mid- 2021.



The Independence Housing Authority serves the city and other regions within Jackson County. The Independence Housing Authority operates 1,468 units of Section 8 rental assistance and 505 units of public housing support. The thousands of clients benefitting from these resources are at-risk of becoming homeless without them.

People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in The Jackson County MO Continuum Of Care Region

Mentioned earlier, in the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. In the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022.

Discussions with Hope House and Mother's Refuge, two non-profits with shelters/services situated in Independence serving victims of domestic violence, indicated client needs included rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for

transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Unmet Housing And Services Needs

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- **Sheltered and unsheltered homeless populations defined in 24 CFR 91.5;**
- **Those currently housed populations at risk of homelessness defined in 24 CFR 91.5;**
- **Other families requiring services or housing assistance or to prevent homelessness;**
- **Those at greatest risk of housing instability or in unstable housing situations; and,**
- **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking.**

Sheltered and unsheltered homeless populations defined in 24 CFR 91.5

While there were 711 unsheltered persons and 871 sheltered persons experiencing homelessness on a given night in 2022 as identified by the Point-in-Time Count, there are more people who experience homelessness throughout the year than during any one night. Anecdotal feedback solicited through consultation from homeless providers suggests that homelessness may well have risen since 2022 given the onset of excessive inflationary conditions, the overall lack of affordable housing and significantly rising rental levels.

Unmet City Of Independence Affordable Housing Needs To Prevent Homelessness

In the City of Independence, there is an increasingly worsening shortage of rental housing that are both affordable, in good condition and available to the extremely- and low- income households (with incomes at or below 50% AMI) and severely cost burdened paying more than 50% of their income on housing. Noted earlier, 2019 CHAS data for Independence indicated 3,535 households or 19% of the city's renter households fell into this category thus placing them at serious risk of homelessness.

According to consultation with local providers, the following challenges are evident to serve the HOME-ARP targeted clientele in Independence and the Jackson County CoC region:

- ✓ Housing Service providers are struggling to meet the additional care needs of their clients;
- ✓ Housing program administrators are struggling to locate landlords willing to rent to low-income households, including those with housing subsidies or vouchers. Unused vouchers impact the effectiveness of housing vouchers in our community.
- ✓ Housing service providers are reporting an increase in landlords not renewing leases due to household inability to pay for rent increases.
- ✓ There is a significant unmet need between the number of households that could receive assistance for rent and the number of vouchers and units publicly available to support those households.
- ✓ The need for affordable housing outpaces the availability of vouchers and units.

Independence contains a much more significant volume of persons 'at-risk' of homelessness and this has motivated the city's HOME-ARP programmatic approach for such HUD resources.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Noted earlier, in the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. In the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022. To reiterate, discussions with Hope House and Mother's Refuge, two nonprofits with shelters/services situated in Independence serving victims of domestic violence, indicated client needs included rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Available Resources

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing.

Jackson County MO CoC Region

Resources and Supportive Services for People Experiencing Homelessness

There is an array of homeless service providers in the Jackson County MO CoC Region that assists qualifying populations. The following optional Table offers some insights into the inventory, homeless population and general gaps of such on any given night in the region indicated in the 2022 PIT. In 2022, it would appear that adult households without children warrant the greatest regional need re: emergency shelters, transitional housing and Safe Havens.

**Kansas City/Independence/Lee's Summit/Jackson County CoC (604M)
2022 PIT Homeless Population & Needs**

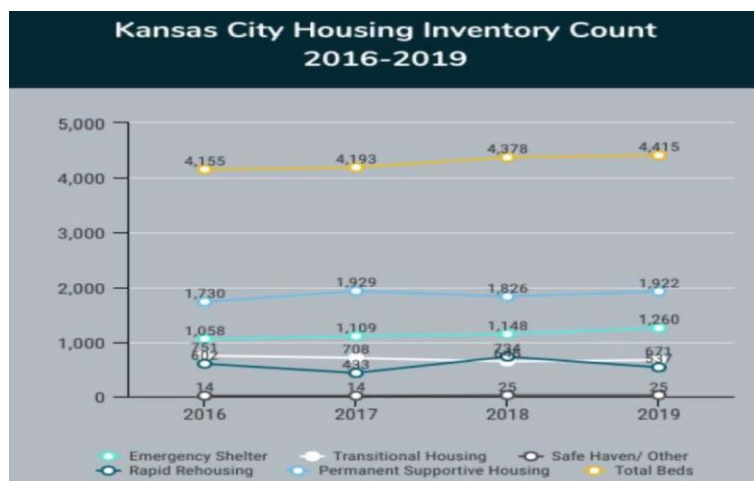
	A	B	C	D	E	F
		Sheltered Persons In Current Inventory	Homeless Population			
Item	Family	Adults Only	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims Of Dom. Violence
Emergency Shelter	160	220				
Transitional Housing	181	278				
Safe Haven	0	16				
Sheltered Homeless			341	514	101	28
Unsheltered Homeless			6	704	48	48
Total	341	498	347	1,218	149	76

Sources: Kansas City/Independence/Lee's Summit/Jackson County (604M) 2022 CoC PIT.

Derived from the 2020 GKCCEH inventory (latest available HIC), note the very approximate regional volume of dwellings by type and PIT/beds below with brief comments on general utilization rates.

- Emergency Shelters – 2,647 (PIT)/2,349 beds....such facilities vary by clientele, an aggregate utilization rate is 80% or so.
- Transitional Housing – 785 (PIT)/773 beds... such facilities vary by clientele, an aggregate utilization rate is 80% or so...
- Rapid Re-Housing Facilities – 434 (PIT)/348 beds... such facilities vary by clientele, but generally are booked.
- Permanent Supportive Housing – 1,477 (PIT)/1,999 beds... such facilities vary by clientele, an aggregate utilization rate is 85%+ or so.
- Other Public Housing & Supportive Housing – 45 (PIT)/45 beds.. limited inventory fully booked

More detailed information from the GKCCEH 2019 Annual Report offers insight into recent trends in the supportive housing inventory available to homeless persons in the region.



Resources for People Seeking Affordable Housing

The Independence Housing Authority (PHA) currently funds tenant based rental assistance and public housing support to clients in the city, however the need for assistance exceeds demand and the amount of funding available to provide the service. Mentioned earlier, the Independence PHA provides 1,468 units of Section 8 TBRA and 505 units of public housing for clients in need in the region. Currently, there are over 3,600 households on the Independence PHA waiting list and it is not expected to open anytime in the near future. Both tax credit rental projects and other subsidized rentals in Independence are fully booked. Discussed earlier there are also about 1,477 (PIT)/1,999 beds of permanent supportive housing for varying clientele in the region that with reasonably high levels of occupancy per the 2020 GKCCEH HIC.

Resources and Supportive Services for People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in the Jackson County MO CoC Region

Within Independence, resources and services for people fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking include HOPE House and Mother's Refuge. Noted earlier, their discussions indicated clients need rental supports to

keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Shelter Inventory

Drawn from the 2020 GKCCEH HIC (latest available), there at least 3,500 emergency shelter/ transitional housing in the region with utilization rates that vary by clientele and approach 80% on aggregate. Drawn from the latest 2022 GKCCEH PIT count, it appeared needs for adults only were quite evident. To reiterate, derived from the 2020 GKCCEH inventory (latest available HIC), note the very approximate regional volume of dwellings by type and PIT/beds below with brief comments on general utilization rates.

- Emergency Shelters – 2,647 (PIT)/2,349 beds....such facilities vary by clientele, an aggregate utilization rate is 80% or so.
- Transitional Housing – 785 (PIT)/773 beds... such facilities vary by clientele, an aggregate utilization rate is 80% or so...
- Rapid Re-Housing Facilities – 434 (PIT)/348 beds... such facilities vary by clientele, but generally are booked.
- Permanent Supportive Housing – 1,477 (PIT)/1,999 beds... such facilities vary by clientele, an aggregate utilization rate is 85%+ or so.
- Other Public Housing & Supportive Housing – 45 (PIT)/45 beds.. limited inventory fully booked

Affordable Housing Inventory & Persons At Serious Risk Of Homelessness In The City Of Independence

To reiterate, approximately 2,965 or 74% of these renter households are severely cost burdened (paying more than 50% of their income for housing). These households hold the greatest risk of homelessness in Independence and represent a very significant level at 16% of the community renter population. An additional 570 renter households earning from 31 to 50% of the area median who are severely cost burdened, bringing the total of renters at significant risk of homelessness in Independence to **3,535 or 19% of all renters**. Note that special HUD CHAS runs incorporate housing affordability estimates and cost burden by income.

Independence Area Non-Homeless Populations	Gap
Non-Homeless Renter Households Earning From 0 - 30% AMI Paying Over 50% of Their Income For Housing These are Severe Housing Problems 1/ (At-Risk Of Homelessness)	2,965
Non-Homeless Renter Households Earning From 31 - 50% AMI Paying Over 50% of Their Income For Housing These are Severe Housing Problems 1/ (Other Populations At Greatest Risk of Housing Instability)	570
Total Renter Households Earning Less Than 50% AMI With Severe Cost Burden & Possible Other Problems	3,535

Source: HUD CHAS Data, 2019.

1/- Severe cost burden is defined as households more than 50% of their income for housing.

These 3,536 households all needed an available affordable housing option in 2019 (the latest available CHAS data) and it is reasonable to say that these numbers represent an undercount of need given the adverse consequences of the current inflationary spiral to low income households

and persons in 2020 and beyond. The aforementioned information represents an undercount of HOME-ARP qualified populations earning less than 30% and 50% AMI who are either at-risk of homelessness or face housing instability per HUD CPD Notice 21-10.

Supportive Service System

Consultation identified gaps in supportive services for persons experiencing homelessness, persons at greatest risk of income instability and homelessness, and special populations such as veterans and victims of domestic violence. Refer to information/feedback in the Consultation Section of this Plan.

Identify The Characteristics Of Housing Associated With Instability And An Increased Risk Of Homelessness If The City Will Include Such Conditions In Its Definition Of “Other Populations” Per The HOME-ARP Notice

Much of the Independence HOME-ARP Program will be oriented to the “other populations” component of the HOME-ARP qualified and eligible clientele. All “other populations” will be eligible for assistance and any preferences will be determined on an individual case-by-case basis. All program beneficiaries assisted as “other populations” shall meet one of the two required definitions in CPD Notice 21-10 (on pages 7 and 8) noted below:

- 1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness; and/or
- 2) At Greatest Risk of Housing Instability

Identify Priority Needs For Qualifying Populations

In its 2022-2026 Consolidated Plan, the City of Independence identified high priority needs. The HOME-ARP funds will address unmet needs for qualifying populations by addressing several of the high priorities in the plan that include but are not limited to those noted below:

1. Emergency/Transitional Shelter Support & Services;
2. Services and Housing for People Experiencing Homelessness and At-Risk of Homelessness;
3. Services and Housing for Special Needs Populations including Victims of Domestic Violence;
4. Provision Of Subsistence Housing & Utility Support; and,
5. Provision of targeted public services for low- and moderate- income persons in need.

While all of the priority needs may be addressed by the use of HOME-ARP resources, emphasis has been placed on households at imminent risk of becoming homeless described in as ‘other populations’ pursuant to HUD COD Notice 21 -10 as follows: (1) other families requiring services or housing assistance to prevent homelessness; and, (2) at greatest risk of housing instability.

Explain How The Level Of Need And Gaps In The Shelter And Housing Inventory And Service Delivery Systems Based On The Data Presented In This Plan Were Determined

The needs assessment primarily reviewed data from the latest available 2022 Point in Time (PIT) Count, the most recent Housing Inventory County (HIC), American Community Survey (ACS), the Jackson County MO CoC Regional Homelessness Management Information System (HMIS), and demand levels and the latest available (2019) Comprehensive Housing Affordability Strategy (CHAS) to provide quantitative data and serve as a basis for the identification of unmet needs. In addition, feedback was received from about 15 agencies that identified their support for and a documented community need for affordable housing for low-income renters, supportive services for

special populations, tenant based rental assistance, and the development of new non-congregate shelter units. This feedback provided significant qualitative data from which to support the development of the priority needs, and the resulting identification of system and service delivery gaps in the city and region.

Additional quantitative needs and gap information was also derived from the following sources:

- Independence PHA Waiting Lists
- The City Of Independence FY 2022-2026 Consolidated Plan
- The City Of Independence FY 2022-2026 Analysis Of Impediments To Fair Housing Choice (AI)
- Discussions With The Managers/Administrator of The Jackson County Emergency Rental Assistance Program (ERAP) as well as the State of Missouri ERAP program.
- Research Associated With Independence Interest, Demand and Usage of ERAP programs.
- Jackson County eviction data.
- Selected Data From policymap.com

HOME-ARP Activities

Describe The method(s) That Will Be Used For Soliciting Applications For Funding and/or Selecting Developers, Service Providers, Subrecipients and/or Contractors

Upon approval of the City of Independence HOME-ARP Allocation Plan, the city will go out for public bid for a subrecipient to manage, administer and implement it's entire HOME -ARP program described in its adopted Allocation Plan through its procurement process in 2023. Incorporating HUD CDP Notice 21-10, the RFP will describe the city HOME-ARP program plan to be undertaken and the relevant expertise needed to manage and implement it. City will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administrating short term rental assistance, capacity, and ability to provide other supportive services.

Describe Whether The City Will Administer Eligible Activities Directly

Noted earlier, Independence will retain a subrecipient to both administer, manage and entire implement it's HOME-ARP program. Again, the city will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administrating short term rental assistance, capacity, and ability to provide other supportive services. The city shall not authorize the commencement of HUD HOME-ARP program operations until its HOME Allocation Plan is approved by HUD. The city will monitor its HOME-ARP Program on an ongoing basis for general compliance with HUD program rules and regulations, program performance and Allocation Plan objectives as well as financial management. The subrecipient ultimately selected shall take the lead in all of the items noted above as well as with HUD program documentation and reporting, liaison and HOME-ARP program implementation and management.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME -ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

Refer to the information noted above.

In accordance with Section V.C.2. of the Notice (page 4), the city must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 1,433,723		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Non-Profit Operating	\$ 0	0%	5%
Non-Profit Capacity Building	\$ 0	0%	5%
Administration and Planning*	\$ 253,010	15%	15%
Total HOME ARP Allocation	\$ 1,686,733		
*Up to 15% of the total grant.			

To reiterate the maximum Administration and Planning charges above may be \$253,010 but those fees may well be less and “Supportive Services” hiked.

Describe How The City Will Distribute HOME-ARP Funds In Accordance With Its Priority Needs Identified In Its Needs Assessment And Gap Analysis

Based on discussions with relevant regional and local stakeholders as well as the analysis of of homeless needs/gaps and those at risk of such, the city has elected to commit all of its available HOME-ARP resources for supportive services; of which approximately 65% will be used for Financial Assistance Costs noted in HUD Notice CPD-21-10 (see page 51) oriented to homeless prevention support via rental aids and the balance for other eligible supportive services costs motivated by the needs of qualified populations. Noted earlier, per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Independence contains a more significant volume of persons ‘at-risk’ of homelessness and this has motivated the city’s HOME-ARP programmatic approach for its HUD resources. City will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administering short term rental assistance, capacity, and ability to provide other supportive services. The city shall not authorize the commencement of HUD HOME-ARP program operations until this HOME Allocation Plan is approved by HUD per federal guidance.

Describe How The Characteristics Of The Shelter And Housing Inventory, Service Delivery System, And The Needs Identified In The Gap Analysis Provided A Rationale For The Plan To Fund Eligible Activities

The rationale to fund supportive services, of which approximately 65% would be used for Financial Assistance Costs and the balance for other supportive services, is derived from the following shelter and housing inventory in the community, service delivery system as well as identified gaps in the jurisdiction realizing that all clients assisted shall be Independence residents:

- ✓ Per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Independence contains a more significant volume of persons 'at-risk' of homelessness and this has motivated the city's HOMEARP programmatic approach for its HUD resources.
- ✓ Derived from HUD CHAS data in 2019, approximately 3,535 renter households earning less than 50% AMI held at least one of four severe housing problems (cost burden, overcrowding and/or inadequate living conditions) and this accounted for approximately 20% of the city's renters. Per the Independence housing study conducted in 2021, rental housing costs have risen extensively of late imposing extreme affordability challenges to very low-income rental households at-risk of homelessness and suffering from the adverse consequences of inflationary conditions not seen since the early 1980s. Completed in early 2022, the Independence Housing Study indicates that 29% of Independence renters are cost burdened and threatened by eviction. The study indicated 45% of households can't afford the \$21/hr needed to afford the \$1,020 FMR for 2 bedroom units. In 2016, one in every 23 renter households in Independence experienced eviction, with a total of 740 evictions that year.
- ✓ The aforementioned conditions are reinforced by the extensive level (\$25 million) of federal Emergency Rental Assistance Resources (ERAP) originated and committed in Jackson County to date for renters in need, of which the administrator estimates 65% was committed to City of Independence residents. Informed sources estimate the remaining balance of funding in Jackson County ERAP resources will be expended by July to September of 2023, thus terminating this program.
- ✓ Per the Independence Housing Study conducted in 2022, it is estimated that the city is currently in need of affordable rental units and some rental units are in dilapidated condition, reinforcing the current and future needs of low income renters and motivating the unwelcome prospect of homelessness by such folks going forward.
- ✓ Unfortunately, the prevailing waiting list for affordable rental housing contains over 3,600 households and not anticipated to open soon. This information is derived from the Independence Housing Authority. Other LIHTC and subsidized rental properties in Independence are typically fully rented on a sustained basis.
- ✓ The regional homeless needs and inventory gap for adults only in the Kansas City/Lee's Summit/Jackson County CoC did not appear as severe as the need for homeless prevention in Independence for renters.
- ✓ Depicted earlier in the report, discussions with stakeholder providers in the Fall of 2022 indicated a wide variety of supportive social service needs among homeless clients and those at risk of such throughout Independence and the metro Kansas City regional CoC boundaries.

HOME-ARP Production Housing Goals

Estimate The Number Of Affordable Rental Housing Units For Qualifying Populations That The City Will Produce Or Support With Its HOME-ARP Allocation

Based on the actual experience evident from the Jackson County ERAP program (about \$3,500 assistance/Household), it is estimated that approximately 266 households will be assisted via Independence HOME-ARP rental financial assistance costs. It is estimated that approximately 145 persons will also be assisted via supportive social services of which a part would also secure the aforementioned rental financial assistance.

Describe The Specific Affordable Rental Housing Production Goal That The City Hopes To Achieve And Describe How The Production Goal Will Address The City's Priority Needs

No rental production goals are anticipated in the proposed Independence HOME-ARP program.

Preferences

Identify Whether The City Intends To Give Preference To One Or More Qualifying Populations Or A Subpopulation Within One Or More Qualifying Populations For Any Eligible Activity Or Project

While all qualified populations per HUD regulations will be eligible under the Independence HOME-ARP program, the type of supportive services allocated by the City of Independence will guide preferences associated with clients to be assisted realizing that all program beneficiaries shall be municipal residents.

Preferences for Financial Services Costs authorized under the HOME-ARP program shall be oriented to city residents determined to be at the greatest risk of housing instability capable of full-time employment within the community per HUD regulations noted below:

- (1) Households that have annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs; and/or
- (2) Households that have annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at [24 CFR 91.5](#):
 - (a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (b) Is living in the home of another because of economic hardship;
 - (c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

- (d) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- (e) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- (f) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (g) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

All HOME-ARP qualified populations who are municipal residents shall be eligible for other supportive services besides eligible financial costs, with preferences for those securing concurrent rental aid.

If A Preference Was Identified, Explain How The Use Of A Preference Or Method Of Prioritization Will Address The Unmet Need Or Gap In Benefits And Services Received By Individuals And Families In The Qualifying Population Or Subpopulation Of Qualifying Population, Consistent With The City's Needs Assessment And Gap Analysis

The preferences for eligible 'Financial Services Costs' contained within the Independence HOME-ARP Allocation Plan are oriented to the prevention of homelessness by municipal renters comprising eligible 'Other Populations' earning less than 30% and 50% of AMI and experiencing varying forms of housing instability (cost-burden, over-crowding, unstable dwellings and conditions, etc). These resources account for 65% of program funds. The remaining 35% of Independence HOME-ARP program funds will be committed to eligible 'Supportive Services' and made available to all eligible qualifying populations, with a preference for those clients assisted with 'Financial Services'. To reiterate, all eligible, qualifying populations shall be residents of the City of Independence.

Referral Methods

Identify The Referral Methods That The City Intends To Use For Its HOME-ARP Projects And Activities. City's May Use Multiple Referral Methods In Its HOME-ARP Program. (Optional):

Eligible qualified population applicants shall be solicited from a variety of sources and client beneficiaries will all be City of Independence residents. Sources of information and referral for qualified eligible clients will include, but not, be limited to: city and county court eviction/legal data, City of Independence utility data provided by the locality and other Project/Activity Waiting Lists, etc.

If The City Intends To Use The Coordinated Entry (CE) Process Established By The CoC, Describe Whether All Qualifying Populations Eligible For A Project Or Activity Will Be

Included In The CE Process, Or The Method By Which All Qualifying Populations Eligible For The Project Or Activity Will Be Covered. (Optional):

The city may investigate the prospective use of the Coordinated Entry process for the Kansas City regional Continuum of Care as long as in compliance with HUD-CPD Notice 21-10. Regardless of the referral method used, the city shall ensure it subrecipient effectively documents that all client beneficiaries meet the federal definitions of a qualifying population within allowable city preferences and consistent with HUD-CPD Notice 21- 10.

If The City Intends To Use The CE Process Established By The CoC, Describe The Method Of Prioritization To Be Used By The CE. (Optional)

If the city elects to ultimately use the CE Process, the method of prioritization will be oriented to the preferences noted earlier within this section of the Plan.

If The City Intends To Use Both A CE Process Established By The CoC And Another Referral Method For A Project Or Activity, Describe Any Method Of Prioritization Between The Two Referral Methods, If Any. (Optional)

If the city elects to ultimately use the CE Process and another referral method, the method of prioritization between the two methods will be oriented to those which emphasize the preferences noted earlier within this section of the Plan.

Limitations In A HOME-ARP Rental Housing Or NCS Project

Describe Whether The City Intends To Limit Eligibility For A HOME-ARP Rental Housing Or NCS Project To A Particular Qualifying Population Or Specific Subpopulation Of A Qualifying Population Identified In Section IV.A Of The Notice

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

If A City Intends To Implement A Limitation, Explain Why The Use Of A Limitation Is Necessary To Address The Unmet Need Or Gap In Benefits And Services Received By Individuals And Families In The Qualifying Population Or Subpopulation Of Qualifying Population, Consistent With The City's Needs Assessment And Gap Analysis

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

If A Limitation Was Identified, Describe How The City Will Address The Unmet Needs Or Gaps In Benefits And Services Of The Other Qualifying Populations That Are Not

Included In The Limitation Through The Use Of HOME-ARP Funds (i.e., through another of the City's HOME-ARP projects or activities):

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

HOME-ARP Refinancing Guidelines

If the City intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the City must state its HOME- ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the City will refinance existing debt for a HOME-ARP rental project, including:

- **Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Specify the required compliance period, whether it is the minimum 15 years or longer.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Other requirements in the City's guidelines, if applicable**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

CITY OF INDEPENDENCE, MO HOME-ARP
ALLOCATION PLAN, March 22, 2023

APPENDIX

(fully executed documents stipulated in HUD CPD Notice 21-10)

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 03/22/2023		4. Applicant Identifier: 			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: M21-MP290207		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Independence					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 44-600190			* c. UEI: J5W1BFU54PJ3		
d. Address:					
* Street1:		111 E Maple Ave			
Street2:					
* City:		Independence			
County/Parish:					
* State:		MO: Missouri			
Province:					
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		64050-3066			
e. Organizational Unit:					
Department Name: Community Development			Division Name: Neighborhood Services		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		Mr.		* First Name:	
Middle Name:		Tom			
* Last Name:		Scannell			
Suffix:					
Title: Community Development Department Director					
Organizational Affiliation: City of Independence					
* Telephone Number:			816-325-7830		
Fax Number:					
* Email: tscannell@indepmo.org					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

* 12. Funding Opportunity Number:

M21-MP290207

* Title:

HOME-ARP HOME Investment Partnership Program - American Rescue Plan

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Administration, Rental Assistance, and Supportive Services

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant MO004

* b. Program/Project MO004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2023

* b. End Date: 09/30/2030

18. Estimated Funding (\$):

* a. Federal	1,684,853.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,684,853.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 03/06/2023.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Zachary

Middle Name:

* Last Name: Walker

Suffix:

* Title: City Manager

* Telephone Number: 816-325-7000

Fax Number:

* Email: zwalker@indepmo.org

* Signature of Authorized Representative:



* Date Signed: 3/22/23

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Independence	DATE SUBMITTED 3/22/23

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Zachary Walker

APPLICANT ORGANIZATION

City of Independence

TITLE

City Manager

DATE SUBMITTED

3/22/23

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HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

Authority of Jurisdiction —The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 —It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

Zachary Walker
Signature of Authorized Official

3/22/23
Date

City Manager
Title

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address City of Independence 111 E Maple Avenue City Hall Independence, MO 64050-3066		2. Grant Number (Federal Award Identification Number (FAIN)) M21MP290207	
		3a. Tax Identification Number 446000190	3b. Unique Entity Identifier (formerly DUNS) U5W1BFU54PJ3
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$1,684,853.00
a. Formula Funds			\$1,684,853.00
7. Current Transaction (+ or -)			\$1,880.00
a. Administrative and Planning Funds Available on Federal Award Date			\$
b. Balance of Administrative and Planning Funds			\$
c. Balance of Formula Funds			\$1,880.00
8. Revised Obligation			\$1,686,733.00
a. Formula Funds			\$1,686,733.00
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9 / 20 / 2021	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/30/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

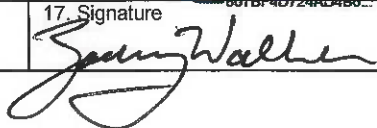
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice) (as is now in effect and as may be amended from time to time), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval, and as amended from time to time), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice (both as are now in effect and as may be amended from time to time). To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice as it may be amended from time to time. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 30th of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.federalregister.gov/documents/2023/05/09/2023-05698/pdf), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Michael Laverty Director	14. Signature 	15. Date 5/30/2025
16. For the Grantee (Name and Title of Authorized Official) Zachary Walker, City Manager	17. Signature 	18. Date 7/8/25

19. Check one:
☐ Initial Agreement ☒ Amendment # 1

20. Funding Information: **HOME ARP**
Source of Funds: **Appropriation Code** 861/50205 **PAS Code** HMX **Amount** \$1,880.00

Project: HOME Investment Partnerships – American Rescue Plan (HOME-ARP)
Change Order No. 1

HOME-ARP Program Funding Agreement Date: July 1, 2024
Subrecipient: Community Services League (CSL)

This Change Order is issued pursuant to Article IV – *Payment and City Obligations*, Section 4.01 *Measure of Liability* of the HOME-ARP Funding Agreement between the City of Independence and Community Services League (CSL) to reflect an increase in the awarded funding.

WHEREAS, the City of Independence previously awarded \$824,036.00 in HOME-ARP funds to Community Services League (CSL) under Ordinance No. 19425; and

WHEREAS, additional HUD-ARP funding in the amount of \$940.00 has been allocated to CSL by the City;

NOW, THEREFORE, the total HOME-ARP award to Community Services League is hereby increased to **\$824,976.00** for the provision of Supportive Services under the HOME-ARP program under **Ordinance No XXXXX**.

All other terms and conditions of the original HOME-ARP Funding Agreement shall remain unchanged and in full force and effect.

Approvals:

Zachary Walker, City Manager
City of Independence MO

Date: _____

Lynn Rose, Chief Program Officer
Community Services League (CSL)

Date: _____

Project: HOME Investment Partnerships – American Rescue Plan (HOME-ARP)
Change Order No. 1

HOME-ARP Program Funding Agreement Date: July 1, 2024
Subrecipient: Metro Lutheran Ministry (MLM)

This Change Order is issued pursuant to Article IV – *Payment and City Obligations*, Section 4.01 *Measure of Liability* of the HOME-ARP Funding Agreement between the City of Independence and Metro Lutheran Ministry (MLM) to reflect an increase in the awarded funding.

WHEREAS, the City of Independence previously awarded \$824,036.00 in HOME-ARP funds to Metro Lutheran Ministry (MLM) under Ordinance No. 19425; and

WHEREAS, additional HUD-ARP funding in the amount of \$940.00 has been allocated to MLM by the City;

NOW, THEREFORE, the total HOME-ARP award to Metro Lutheran Ministry (MLM) is hereby increased to **\$824,976.00** for the provision of Supportive Services under the HOME-ARP program under **Ordinance No XXXXX**.

All other terms and conditions of the original HOME-ARP Funding Agreement shall remain unchanged and in full force and effect.

Approvals:

Zachary Walker, City Manager
City of Independence MO

Date: _____

Becky Poitras, Vice President Assistant Executive Director
Metro Lutheran Ministry (MLM)

Date: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-066 **2R** An ordinance authorizing the Industrial Development Authority of the City of Independence, Missouri, to amend its articles of incorporation. **2R**

Recommendations:

The IDA respectfully requests that the City Council vote in favor of amending the Articles of Incorporation as each proposed change is wise, expedient, necessary, and advisable.

Background:

The City of Independence's Industrial Development Authority (IDA) was approved by the City Council through the passage of Ordinance No. 4826 in 1977. Since that date, the IDA's Articles of Incorporation have remained unchanged.

Pursuant to 349.040, Revised Statutes of Missouri, the IDA's Articles may be amended at any time by the members of the corporation's board of directors. In order to make such an amendment, the members must file with the governing body of the municipality a written application to amend that specifies the proposed amendments. The City Council must then determine whether the proposed amendments are "wise, expedient, necessary, or advisable."

A summary of the requested changes is as follows:

1. Section 5 – The principal office of the corporation – It is currently established to be 213 S. Main, which was the address relevant to the City and/or one of the founding members of the IDA. The proposed alteration changes the principal address of the IDA to City Hall. The updated address will be the Independence Municipal Commons at 20201 East Jackson Drive.
2. Section 6 – There were modifications to the Industrial Development Authority Act after the IDA was created in 1977, which specifically restricted an IDA from engaging in agricultural activities. Thus, it is necessary to remove references to agricultural endeavors from the purpose statement of the IDA.
3. Section 7 – This section sets the number of directors to 9. However, Resolution No. 6514, passed by the City Council in 2019, reduced the number of board members to 5. In order to correspond with the previously cited resolution, this section will be altered to require only 5 members on the IDA, which remains compliant with RSMo 349.045.

Emergency Justification:**Fiscal Impact:**

Council Action:

Department / Contact	City Manager /
---------------------------------	----------------

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2025-07-18 Draft Ordinance Authorization of IDA Article Amendment
2. Ex. 1 for Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI, TO AMEND ITS ARTICLES OF INCORPORATION.

WHEREAS, The Industrial Development Authority of the City of Independence, Missouri, (hereinafter "IDA") is a public industrial development formed under Chapter 349, Revised Statutes of Missouri; and

WHEREAS, The IDA currently has three members: Joseph Flick, Alex Gonzalez, and Marcia VanVelzen who have submitted an Application to Amend the IDA's Articles of Incorporation which is attached hereto as **Exhibit 1**; and

WHEREAS, under Sec. 349.040, Revised Statutes of Missouri, the City Council has reviewed the IDA's Application and proposed amendments to the Articles of Incorporation; and

WHEREAS, the City Council has determined that the amendments are wise, expedient, necessary, and advisable.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Application to Amend the IDA's Articles of Incorporation is approved, and the City Council deems the amendments wise, expedient, necessary, and advisable.

SECTION 2. That the Amended Articles of Incorporation proposed to be enacted by the Industrial Development Authority of the City of Independence, Missouri, are hereby approved as to form as outlined in **Exhibit 1**.

SECTION 3. That Joseph Flick, Alex Gonzalez, and Marcia VanVelzen, as members of the Industrial Development Authority, are hereby authorized to execute the Amended Articles of Incorporation

SECTION 4. This Ordinance shall be in full force and effect from and after passage.

PASSED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager



INDEPENDENCE

Industrial Development Authority

July 16, 2025

Independence City Council
111 E. Maple
Independence, MO 64050

RE: Application to Amend Industrial Development Authority's Articles of Incorporation

To the Mayor and City Council of the City of Independence, Missouri:

We, the undersigned individuals, have been appointed to serve on the City of Independence's Industrial Development Authority (hereinafter "IDA"). The IDA was approved by the City Council through the passage of Ordinance No. 4826 in 1977. Since that date, the IDA's Articles of Incorporation have remained unchanged. We believe it is necessary to update the Articles to reflect necessary changes so that the IDA may continue to serve the City as intended and abide by post-incorporation changes in Missouri law governing Industrial Development Authorities.

Pursuant to 349.040, Revised Statutes of Missouri, the IDA's Articles may be amended at any time by the members of the corporation's board of directors. In order to make such an amendment, the members must file with the governing body of the municipality a written application to amend that specifies the proposed amendments. The City Council must then determine whether the proposed amendments are "wise, expedient, necessary, or advisable."

In compliance with the statutory obligations outlined in Chapter 349, we offer to you, the City Counsel of the City of Independence, the following proposed substantive changes as outlined in an annotated copy of the original Articles of Incorporation attached hereto and incorporated herein as **Exhibit A**. Additionally, a summary of the requested changes are provided as:

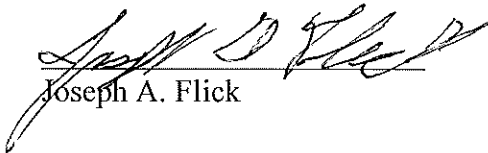
- Section 5 – The principal office of the corporation – It is currently established to be 213 S. Main which may have been an address relevant to the City and/or one of the founding members of the IDA. The proposed alteration changes the principal address of the IDA to City Hall.
- Section 6 – It appears that there were some modifications to the Industrial Development Authority Act after the IDA was created in 1977 which specifically restrict an IDA from engaging in agricultural activities, thus it is necessary to remove references to agricultural endeavors from the purpose statement of the IDA.

- Section 7 – This section sets the number of directors to 9. However, Resolution No. 6514, passed by the City Council in 2019, reduced the number of board members to 5. In order to correspond with the previously cited resolution, we would alter this section to require only 5 members on the IDA which remains compliant with RSMo 349.045.

The IDA respectfully requests that the City Council vote in favor of amending the Articles of Incorporation as each proposed change is wise, expedient, necessary, and advisable. Should the Council approve this application, the IDA would then execute the Amended Articles of Incorporation of The Industrial Development Authority of the City of Independence, Missouri, which is attached hereto and incorporated herein as **Exhibit B**.

Sincerely,

**The Industrial Development Authority
of the City of Independence, Missouri**



Joseph A. Flick



Alex Gonzalez



Marcia VanVelzen

EXHIBIT A

ARTICLES OF INCORPORATION

OF

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI**

The undersigned, each being a natural person of the age of eighteen years or more, for the purpose of forming and constituting a public corporation under “An Act relating to the Establishment of Industrial Development Corporations and prescribing powers and duties thereof” passed by the 79th General Assembly of the State of Missouri (The “Industrial Development Authority Act”) do hereby adopt, and make and execute, the following Articles of Incorporation.

1. The names and residences of the applicants are as follows:

<u>Name</u>	<u>Residence</u>
Lauzon Maxwell	825 Lake Drive Court, Independence, MO
Peter Esser	721 Yuma, Independence, MO
Luva Vaughan	3353 Shady Bend Drive, Independence, MO

2. Each applicant is an elector of and taxpayer in Independence, Missouri.
3. The name of the corporation shall be:

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI**

4. The applicants have filed with the City Council of Independence, Missouri an application seeking permission to apply for the incorporation of this corporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri has found and determined that it is wise, expedient, necessary and advisable that the corporation be formed and have authorized the applicants to proceed to form this corporation and have approved these Articles of Incorporation. Accordingly, permission to organize the corporation has been granted by ordinance

adopted by the City Council of Independence, Missouri. Such ordinance was adopted on 21st DAY OF NOVEMBER, 1977 and became effective 1st DAY OF DECEMBER, 1977.

5. The principal office of the corporation is in Independence, Missouri, and shall be located at ~~213 South Main, Independence, Missouri, 64050~~ 20201 E. Jackson Drive, Independence, Missouri, 64057.

6. The purposes for which this corporation is organized are to develop, advance, encourage and promote, subject to the limitations imposed by the Industrial Development Authority Act, and amended from time to time, commercial, industrial, ~~agricultural~~ and manufacturing facilities in Independence, Missouri, all for the benefit of Independence, Missouri and its residents.

Without limiting the generality of the foregoing, the purposes shall include the following:

A. To acquire, construct, reconstruct, enlarge, improve, furnish, equip, maintain, repair, operate, lease, finance and sell plats, buildings, structures or facilities, whether or not in existence, including without limitation the real estate and the required fixtures, equipment and machinery, used or to be used as a factory, assembly plant, manufacturing plant, processing, plant, fabricating plant, distribution center, warehouse building, office building or facilities for the prevention, reduction or control of pollution, and

B. To do and perform any and all other things necessary or desirable with respect to a Project (as defined in the Industrial development Authority Act, as amended from time to time) or Projects to the extent permitted by, or contemplated by, the Industrial Development Authority Act, as amended from time to time; and

C. In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto; and to have and exercise each and all of the powers and privileges,

either direct or incidental, which are given and provided by or are available under the laws of the State of Missouri in respect of industrial development corporations; provided, however, that the corporation shall not engage in any activity for which a corporation organized under the Industrial Development Authority Act may not be formed under the laws of the State of Missouri.

None of the purposes and powers specified in any of the paragraphs of this Article shall be in any way limited or restricted by reference to or inference from the terms of any other paragraph, and the purposes and powers specified in each of the paragraphs of this Article shall be regarded as independent purposes and powers. The enumeration of specific purposes and powers in this Article should not be construed to restrict in any manner the general purposes and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes or powers herein shall not be deemed to exclude or in any way limit by inference any purposes or powers which this corporation has power to exercise, whether expressly by the laws of the State of Missouri, now or hereafter in effect, or impliedly by any reasonable construction of such laws.

No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, contributor, officer or other private individual, having directly or indirectly any personal or private interest in the activities of the corporation.

7. Except as may be otherwise specifically provided by statute, or the Articles of Incorporation or the bylaws of the corporation, as from time to time amended, all powers of management, direction and control of the corporation shall be, and hereby are, vested in the board of directors. The board of directors of the corporation shall consist of ~~nine~~five directors, all of whom shall be qualified electors of and taxpayers in Independence, Missouri. No director shall be an officer or employee of the City of Independence, Missouri. The directors shall be elected by the

City Council of Independence, Missouri and they shall be elected so that they shall hold office for staggered terms.

8. The duration of the corporation shall be perpetual.

9. Neither the directors of this corporation nor any person executing any bonds or notes of the corporation shall be liable personally on such bonds or notes by reason of the issuance thereof. Bonds and notes issued by this corporation shall not be a debt of Independence, Missouri, or the State of Missouri and neither such city, or such state shall be liable thereon nor in any event shall such notes or bonds be payable out of any funds or properties other than those acquired for the purposes of the Industrial Development Authority Act and such bonds and notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

10. A. The bylaws of the corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, by resolution adopted by a majority of the full board of directors at a meeting thereof.

B. The corporation may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its bylaws or otherwise may agree to indemnify and protect any director, officer, employee or agent to the extent permitted by the laws of Missouri.

11. Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the bylaws of the corporation, no contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated solely by reason of the fact that any director or officer of this corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this corporation,

individually or jointly with one or more other directors or officers of this corporation, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no such contract or transaction shall be invalidated thereby.

12. At such time as this corporation is dissolved or terminated all assets of the corporation (except insofar as may be necessary for the proper winding up thereof) shall pass to and be vested in the City of Independence, Missouri, subject, to the extent provided in the Industrial Development Authority Act, as amended from time to time, to the rights of bondholders, noteholders and other creditors of this corporation. No distribution shall be made which would violate the statutes of Missouri then in effect. The foregoing shall constitute the plan of distribution upon dissolution of the corporation.

13. The corporation reserves the right to alter, amend or repeal any provision contained in its articles of incorporation in the manner now or hereafter prescribed by the statutes of Missouri and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, these Articles of Incorporation have been subscribed and acknowledged by each of the undersigned applicants on this 1st day of December, 1977, before an officer authorized by the laws of Missouri to take acknowledgement to deeds.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Lauzon Maxwell, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Peter Esser, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Luva Vaughan, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

EXHIBIT B
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI

Pursuant to Chapter 349, Revised Statutes of Missouri, the Articles of Incorporation of the Industrial Development Authority of the City of Independence, Missouri, a public industrial development corporation existing under the laws of the State of Missouri, which were initially filed with the Missouri Secretary of State on December 15, 1977, are hereby amended and restated as follows:

1. The names and residences of the current applicants are as follows:

<u>Name</u>	<u>Residence</u>
Joseph A. Flick	_____
Alex Gonzalez	_____
Marcia VanVelzen	_____

2. Each applicant is an elector of and taxpayer in Independence, Missouri.
3. The name of the corporation shall be:

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI

4. The original applicants filed with the City Council of Independence, Missouri an application seeking permission to apply for the incorporation of this corporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri found and determined that it is wise, expedient, necessary and advisable that the corporation be formed and have authorized the applicants to proceed to form this corporation and have approved these Articles of Incorporation. Accordingly, permission to organize the corporation was granted by ordinance adopted by the City Council of Independence, Missouri. Such ordinance was adopted on 21st DAY OF NOVEMBER,

1977 and became effective 1st DAY OF DECEMBER, 1977. The current applicants filed with the City Council of Independence, Missouri an application seeking permission to amend this Corporation's Articles of Incorporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri found and determined that it is wise, expedient, necessary and advisable that the corporation amend its Articles of Incorporation. Such ordinance was entitled Ordinance # _____, and it was adopted on _____ and became effective on _____.

5. The principal office of the corporation is in Independence, Missouri, and shall be located at 20201 E. Jackson Drive, Independence, Missouri, 64057.

6. The purposes for which this corporation is organized are to develop, advance, encourage and promote, subject to the limitations imposed by the Industrial Development Authority Act, and amended from time to time, commercial, industrial, and manufacturing facilities in Independence, Missouri, all for the benefit of Independence, Missouri and its residents.

Without limiting the generality of the foregoing, the purposes shall include the following:

A. To acquire, construct, reconstruct, enlarge, improve, furnish, equip, maintain, repair, operate, lease, finance and sell plats, buildings, structures or facilities, whether or not in existence, including without limitation the real estate and the required fixtures, equipment and machinery, used or to be used as a factory, assembly plant, manufacturing plant, processing, plant, fabricating plant, distribution center, warehouse building, office building or facilities for the prevention, reduction or control of pollution, and

B. To do and perform any and all other things necessary or desirable with respect to a Project (as defined in the Industrial development Authority Act, as amended from time to time) or

Projects to the extent permitted by, or contemplated by, the Industrial Development Authority Act, as amended from time to time; and

C. In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto; and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the State of Missouri in respect of industrial development corporations; provided, however, that the corporation shall not engage in any activity for which a corporation organized under the Industrial Development Authority Act may not be formed under the laws of the State of Missouri.

None of the purposes and powers specified in any of the paragraphs of this Article shall be in any way limited or restricted by reference to or inference from the terms of any other paragraph, and the purposes and powers specified in each of the paragraphs of this Article shall be regarded as independent purposes and powers. The enumeration of specific purposes and powers in this Article should not be construed to restrict in any manner the general purposes and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes or powers herein shall not be deemed to exclude or in any way limit by inference any purposes or powers which this corporation has power to exercise, whether expressly by the laws of the State of Missouri, now or hereafter in effect, or impliedly by any reasonable construction of such laws.

No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, contributor, officer or other private individual, having directly or indirectly any personal or private interest in the activities of the corporation.

7. Except as may be otherwise specifically provided by statute, or the Articles of Incorporation or the bylaws of the corporation, as from time to time amended, all powers of

management, direction and control of the corporation shall be, and hereby are, vested in the board of directors. The board of directors of the corporation shall consist of five directors, all of whom shall be qualified electors of and taxpayers in Independence, Missouri. No director shall be an officer or employee of the City of Independence, Missouri. The directors shall be elected by the City Council of Independence, Missouri and they shall be elected so that they shall hold office for staggered terms.

8. The duration of the corporation shall be perpetual.

9. Neither the directors of this corporation nor any person executing any bonds or notes of the corporation shall be liable personally on such bonds or notes by reason of the issuance thereof. Bonds and notes issued by this corporation shall not be a debt of Independence, Missouri, or the State of Missouri and neither such city, or such state shall be liable thereon nor in any event shall such notes or bonds be payable out of any funds or properties other than those acquired for the purposes of the Industrial Development Authority Act and such bonds and notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

10. A. The bylaws of the corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, by resolution adopted by a majority of the full board of directors at a meeting thereof.

B. The corporation may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its bylaws or otherwise may agree to indemnify and protect any director, officer, employee or agent to the extent permitted by the laws of Missouri.

11. Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the bylaws of the corporation, no contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated solely by reason of the fact that any director or officer of this corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this corporation, individually or jointly with one or more other directors or officers of this corporation, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no such contract or transaction shall be invalidated thereby.

12. At such time as this corporation is dissolved or terminated all assets of the corporation (except insofar as may be necessary for the proper winding up thereof) shall pass to and be vested in the City of Independence, Missouri, subject, to the extent provided in the Industrial Development Authority Act, as amended from time to time, to the rights of bondholders, noteholders and other creditors of this corporation. No distribution shall be made which would violate the statutes of Missouri then in effect. The foregoing shall constitute the plan of distribution upon dissolution of the corporation.

13. The corporation reserves the right to alter, amend or repeal any provision contained in its articles of incorporation in the manner now or hereafter prescribed by the statutes of Missouri and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been subscribed and acknowledged by each of the undersigned applicants on this _____ day of _____, 2025, before an officer authorized by the laws of Missouri to take acknowledgement to deeds.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires: _____

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires: _____

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the

statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires:

Notary Public

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-067 **2R** An ordinance authorizing the acceptance of funding from Jackson County, Missouri, through a recipient award from COMBAT, which allocates \$90,000.00 to the City of Independence, Missouri, for a substance use and prevention program and adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

Jackson County, Missouri provides funding opportunities through the Community Backed Anti-Crime Tax (COMBAT) to support programs addressing substance abuse prevention and treatment. The City of Independence Health and Animal Services Department applied for and has been awarded funding, totaling \$90,000, for a substance use and prevention program.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is net-zero. The revenue of \$90,000.00 will be appropriated to the Grant Fund (015). Expenditures from the program will be charged to the Grant Fund.

Council Action:

Department / Contact	Finance and Administration /
---------------------------------	------------------------------

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Grants Appropriations Ordinance IHAS COMBAT 90000

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM JACKSON COUNTY, MISSOURI, THROUGH A RECIPIENT AWARD FROM COMBAT, WHICH ALLOCATES \$90,000.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR A SUBSTANCE USE AND PREVENTION PROGRAM AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to partner with Jackson County to implement a substance use and prevention program in Independence; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$90,000.00 for the Health & Animal Services Department's substance use and prevention program and increased appropriations in the Grant Fund (015) in the amount of \$90,000.00 for a substance abuse use and prevention program.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Presiding Officer of the City Council
of the City of Independence, Missouri

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

City Manager

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-068 **2R** An ordinance authorizing the City Manager to execute a grant agreement with the Missouri Highways and Transportation Commission for the realignment of the East US-24 Highway and South Ash Avenue intersection, in connection with the 24 Highway Complete Streets Phase 3 Project (City Project No. 112212 / Federal Project No. CMAQ-3379(443)). **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a Congestion Management and Air Quality (CMAQ) grant agreement with the Missouri Highways and Transportation Commission for the realignment of the US-24 Highway and Ash Avenue intersection, as part of the 24 Highway Complete Streets Phase 3 Project (Project No. 112212). The City will receive up to \$1,395,095 in federal funds. The CMAQ grant provides up to 80% federal funding for eligible project costs. The City will be responsible for the remaining 20% local match, estimated at approximately \$279,019, in order to receive the full reimbursement. The realignment project—spanning from Wilson Road to Sterling Avenue—aims to improve traffic flow and enhance safety by consolidating multiple offset intersections. Currently, offset intersections at Ash Avenue and Huttig Avenue on the north side of US-24 have contributed to numerous crashes over the past three years. This project will eliminate those offset intersections and reduce the total number of intersections along US-24 within the project limits from three to one. The result will be fewer conflict points, improved traffic signal coordination, and a safer environment for both motorists and pedestrians. This is a budgeted capital improvement project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$1,395,095. Funding for the 24 Highway Phase 3 Project (Project No. 112212) is included in the Fiscal Year 2022–2023 budget on page 176, under account number 112212-C-0517057-5406. Grant reimbursements received through this agreement will be deposited directly into the Street Sales Tax Fund (Fund 011).

Council Action:

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.24 Highway Phase 3 Project 112212 - CMAQ Funding grant agreement ordinance
2. MS.24 Highway Phase 3 Project 112212 - CMAQ Funding grant agreement ordinance
3. US-24 and Ash Ave realignment - CMAQ grant agreement with MoDOT - Project No. 112212
4. US-24 and Ash Project Limits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR REALIGNMENT OF THE E. US-24 HIGHWAY AND S. ASH AVENUE INTERSECTION AS PART OF THE 24 HIGHWAY COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112212 / FEDERAL PROJECT NO. CMAQ 3379(443)).

WHEREAS, the 24 Highway Complete Streets Phase 3 Project (No. 112212) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$1,395,095; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission Grant Agreement No. CMAQ 3379(443) to receive these funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$1,395,095, to the 24 Highway Phase 3 Project (No. 112212).

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR REALIGNMENT OF THE E. US-24 HIGHWAY AND S. ASH AVENUE INTERSECTION AS PART OF THE 24 HIGHWAY COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112212 / FEDERAL PROJECT NO. CMAQ 3379(443)).

WHEREAS, the 24 Highway Complete Streets Phase 3 Project (No. 112212) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$1,395,095; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission Grant Agreement No. CMAQ 3379(443) to receive these funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$1,395,095, to the 24 Highway Phase 3 Project (No. 112212).

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ 3379(443)
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **US-24 and Ash Ave Realignment** is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE**: The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to the US-24 & Ash Ave Realignment project will realign an offset signalized intersection at the Fairmount District along US-24 in Independence. This project will remove Huttig Ave and a new access from Cedar Ave will tie into an existing signalized intersection at Ash Ave, removing the offset intersection and reducing the signalized intersections from 2 to 1. This project will make traffic signal, pedestrian, bicycle, and transit improvements and roadway improvements along Cedar Ave which will improve the safety and efficiency of the overall area, intersection with US-24, and the corridor.

(2) SCOPE OF WORK: City shall provide planning and implementation of an intersection improvement in the City of Independence area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or

supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information

required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time

for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80%** percent not to exceed **\$1,395,095**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the

contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with this Project US-24 and Ash Ave Realignment or contemplated by this Agreement.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City _____(date).

Executed by MHTC _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF INDEPENDENCE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

*If the contracting party is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

Appendix A - Project Budget

Phase	Year of Obligation	Type	Source	Cost (<i>IN THOUSANDS</i>)
Engineering	2024	Non-Federal	LOCAL	\$244.47
Other	2025	Non-Federal	LOCAL	\$20.00
Right-of-Way	2025	Non-Federal	LOCAL	\$200.00
Construction	2025	Federal	CMAQ-MO	\$1,395.10
Construction	2025	Non-Federal	LOCAL	\$348.77
Federal Total: \$1,395.10		Non-Federal Total: \$813.24	Total:	\$2,208.34

Exhibit A – Scope of Work

The US-24 & Ash Ave Realignment project will realign an offset signalized intersection at the Fairmount District along US-24 in Independence. This project will remove Huttig Ave and a new access from Cedar Ave will tie into an existing signalized intersection at Ash Ave, removing the offset intersection and reducing the signalized intersections from 2 to 1. This project will make traffic signal, pedestrian, bicycle, and transit improvements and roadway improvements along Cedar Ave which will improve the safety and efficiency of the overall area, intersection with US-24, and the corridor.

Exhibit B – Project Schedule

Project Description: *(fill in brief description and project number or federal ID number)*

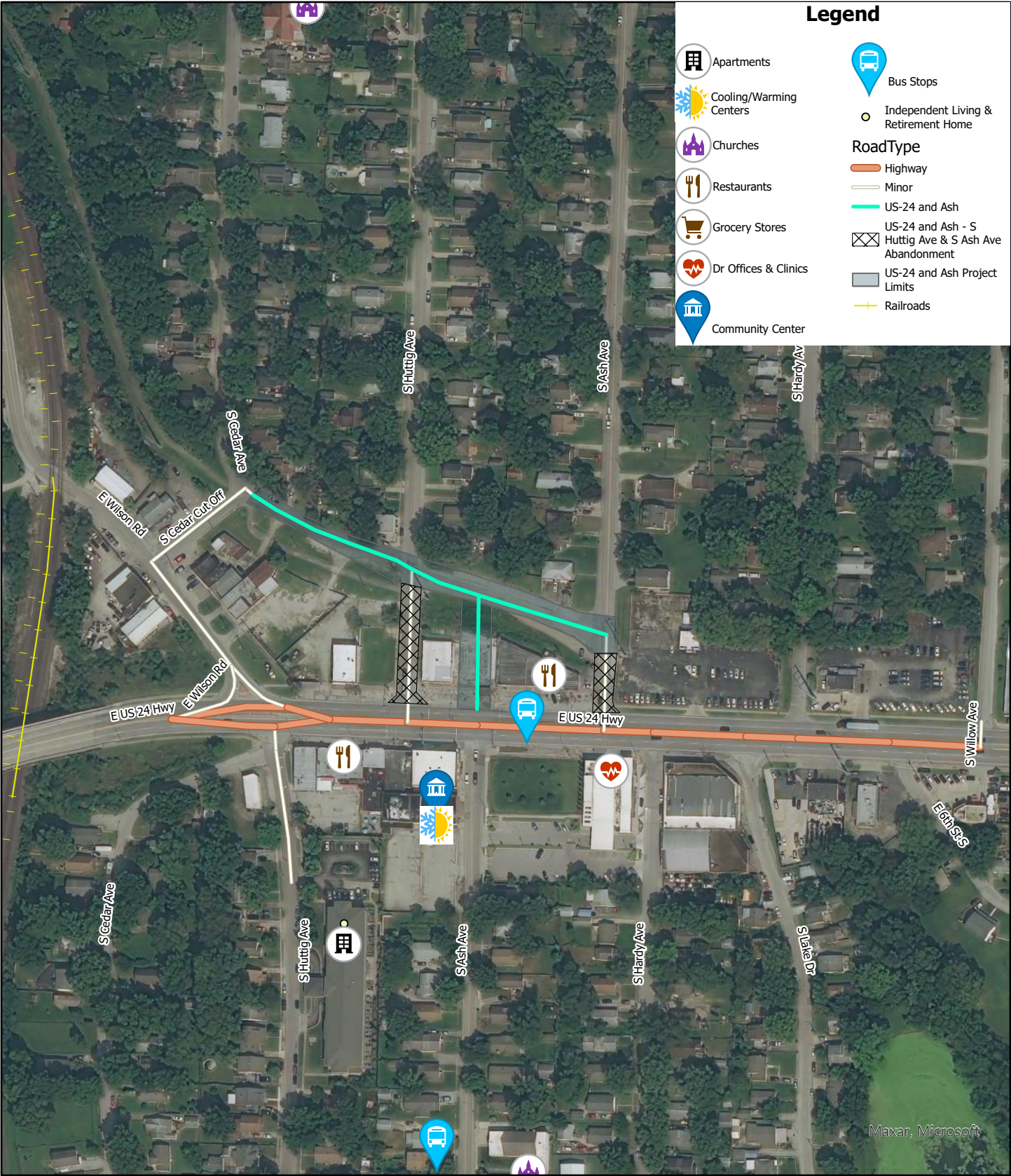
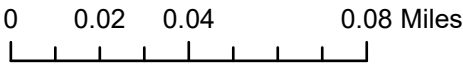
Task	Date
Date funding is made available or allocated to recipient	4/15/2023
Solicitation for Professional Engineering Services (advertised)	6/15/2023
Engineering Services Contract Approved	8/15/2023
Conceptual Study (if applicable)	11/15/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/15/2024
Plans, Specifications & Estimate (PS&E) Submittal	7/15/2025
Plans, Specifications & Estimate (PS&E) Approval	8/15/2025
Advertisement for Letting	9/15/2025
Bid Opening	10/15/2025
Construction Contract Award or Planning Study completed (REQUIRED)	11/15/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

US-24 and Ash Project Limits



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-069 **1R** An ordinance authorizing the City Manager to accept a grant from Mid-America Regional Council in the amount of \$81,370 for the City's Senior Adult Nutrition Site Program for Fiscal Year 2025-2026, and execute the Community Center Services Agreement; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and, authorizing certain future appropriations. **1R**

Recommendations:

Approval is recommended.

Background:

This grant through Mid-America Regional Council (MARC) helps make possible the City's Nutrition Site Program, offered through the Parks and Recreation Department's Senior Adult Services Division. The program is offered to area seniors, 60 years and over and their spouses, as well as disabled individuals, 18 years and over. Lunches are offered at the Palmer Recreation Center, Monday through Friday. Home-delivered meals are available to those individuals that are homebound and meet program guidelines.

In previous years, the City has applied for and received grant funding annually from MARC for operating expenses associated with salaries for personnel to operate the Nutrition Site. In March 2024, the Parks and Recreation Department staff submitted a Request for Proposal response to MARC for The Palmer Center. Following review by the Board of Directors of MARC, the City was selected to provide Community Center Services for up to \$33,000 annually in grant funding for up to three years to administer the program. This amount was included in the adopted current fiscal year budget.

The proposed Ordinance also includes appropriations of up to \$48,370 for Senior Adult Services, designated as follows: up to \$18,370 for transportation, up to \$20,000 for Frozen Home Delivered Meal Delivery and up to \$10,000 for evidenced-based programming.

Emergency Justification:**Fiscal Impact:**

Funds for the operation of the City's Senior Adult Nutrition Site program will be deposited to 012-3275 and expensed from appropriate Parks and Recreation Department salary and benefit accounts.

Funds for participant transportation will be deposited to the Parks and Recreation Grant Fund and expensed from account 6050-5240-MARCS.

Funds for frozen home-delivered meal delivery will be deposited to the Parks and Recreation

Grant Fund and expensed appropriately from 6050-5100-MARCS, 6050-5101-MARCS, and 6050-5309-MARCS.

Funds for evidence-based disease prevention/health promotion programs will be deposited to the Parks and Recreation Grant Fund and expensed from 6050-5309-MARCS.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
---------------------------------	---------------------------------

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance. PR MARC Senior Adult Nutrition Site Grant FY 25-26
2. Independence SFY 26 Center Srvs Amend 2

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM MID-AMERICA REGIONAL COUNCIL IN THE AMOUNT OF \$81,370 FOR THE CITY'S SENIOR ADULT NUTRITION SITE PROGRAM FOR FISCAL YEAR 2025-2026, AND EXECUTE THE AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT; MAKING THE NECESSARY APPROPRIATIONS; AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS; AND, AUTHORIZING CERTAIN FUTURE APPROPRIATIONS.

WHEREAS, the Mid-America Regional Council (MARC) has been conducting a Senior Adult Nutrition site in Independence at the Palmer Center at 218 N. Pleasant under authority of Ordinance No. 19602; and,

WHEREAS, the City of Independence has deemed it appropriate to continue to provide a nutrition center at Palmer Center; and,

WHEREAS, for Fiscal Year 2025-26 the Mid-America Regional Council awarded the City of Independence Thirty-Three Thousand and No/100 Dollars (\$33,000.00) in grant funding for administering the Senior Adult Nutrition Site program; and,

WHEREAS, for Fiscal Year 2025-26, the Mid-America Regional Council awarded the City of Independence additional reimbursements up to Eighteen Thousand, Three Hundred Seventy and No/100 Dollars (\$18,370.00) for participant transportation services to and from the Palmer Center's Senior Adult Nutrition Site; and,

WHEREAS, for Fiscal Year 2025-26, the Mid-America Regional Council awarded the City of Independence additional reimbursement up to Twenty Thousand and No/100 Dollars (\$20,000.00) for Frozen Home Delivered Meal Delivery; and

WHEREAS, for Fiscal Year 2025-26, the Mid-America Regional Council awarded the City of Independence additional reimbursements up to Ten Thousand and No/100 Dollars (\$10,000.00) for Evidence-Based Disease Prevention/Health Promotion Programs; and,

WHEREAS, the adopted budget for Fiscal Year 2025-26 originally included an appropriation of Thirty-Three Thousand and No/100 Dollars (\$33,000.00) in the Parks and Recreation Department Operating Budget within the Senior Adult Services Division for anticipated annual grant funding from Mid-America Regional Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute, for and on behalf of said City, the Amendment Community Center Services Agreement (Contract #07670-CoI-25) with the Mid-America Regional Council for the provision of a nutrition site at the Palmer Center under the guidelines of the MARC Commission on Aging Policies and Procedures Manual, from July 1, 2025 through June 30, 2026, for a subsidy of up to Thirty Three Thousand and No/100 Dollars (\$33,000.00), plus additional reimbursements up to a maximum of up to Eighteen Thousand, Three Hundred Seventy and No/100 Dollars (\$18,370.00) for participant

transportation services, Twenty Thousand and No/100 Dollars (\$20,000.00) for Frozen Home Delivered Meal Delivery, and Ten Thousand and No/100 Dollars (\$10,000.00) for Evidence-Based Disease Prevention/Health Promotion Programs, a copy of the agreement being attached hereto, incorporated herein by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the Parks and Recreation Department Operating Budget within the Parks & Recreation Grant Fund in the amount of \$48,370.00 for participant transportation to and from the Nutrition Site (\$18,370.00), Frozen Home Delivered Meal Delivery (\$20,000.00), and costs associated with offering Evidence-Based Disease Prevention/Health Promotion Programs (\$10,000.00), from grant reimbursement revenues received from the Mid-America Regional Council.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this agreement without Council approval, or an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section, provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #07670-CoI-25

This Second Amendment to the Agreement (the "Amendment"), by and between the City of Independence, MO, (hereinafter referred to as Contractor), with offices located at with offices located at 111 E. Maple, Independence, Missouri and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, is effective this 1st Day of July, 2025.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2024 (the "Agreement"); and that First Amendment, dated July 24, 2024; and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the Agreement.
2. **Amendment.** Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

TIME OF PERFORMANCE

- A. **Term** - Contractor shall begin performing the Services as of July 1, 2024 and shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2026.
- B. **Extension of Term** - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.
3. **Amendment.** Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

COMPENSATION

- A. **Maximum Obligation** - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

Subrecipient Name: City of Independence, Missouri
Subrecient's Unique Entity ID (UEI): U5W1BFU54PJ3
Service: Community Center Services - SFY 2025, SFY 2026

Amended: 7/1/2025

	SFY '25		SFY '26		SFY 2025-26
ADMINISTRATION	MARC REIMBURSED COSTS	CONTRACTOR CONTRIBUTED COSTS	MARC REIMBURSED COSTS	CONTRACTOR CONTRIBUTED COSTS	TOTAL SERVICE COSTS
Direct Service Costs:					
Personnel/Fringe	\$33,000	\$91,867	\$33,000	\$91,867	\$249,734
Travel	\$0	\$0	\$0	\$0	\$0
Rent/Utilities/Telephone	\$0	\$13,630	\$0	\$13,630	\$27,260
Supplies	\$0	\$15,540	\$0	\$15,540	\$31,080
Printing/Binding	\$0	\$3,475	\$0	\$3,475	\$6,950
Center Equipment *	\$95,285	\$0	\$0	\$0	\$95,285
Bldg Maintenance/Professional Services	\$0	\$10,343	\$0	\$10,343	\$20,686
Training	\$0	\$400	\$0	\$400	\$800
Total Direct Service Costs	\$128,285	\$135,255	\$33,000	\$135,255	\$431,795
Indirect Costs:					
Personnel/Fringe	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0
Rent/Utilities/Telephone	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0
GRANT TOTAL	\$128,285	\$135,255	\$33,000	\$135,255	\$431,795

Transportation Services	UNIT RATE	ANNUAL UNITS	AVERAGE MONTHLY UNITS	ANNUAL AMOUNT
SFY '25 Site Transportation-Persons	\$6.58	2,791	233	\$18,364.78
SFY '26 Site Transportation-Persons	\$6.58	2,792	233	\$18,371.36
SFY '25 Frozen Meals Delivery*	\$1.86	14,324	1,194	\$26,642.00
SFY '26 Frozen Meals Delivery*	\$1.86	10,753	896	\$20,000.00

* Reimbursement for picking up bulk orders of meals from the re-pack facility before completing last mile delivery will be a minimum of \$175/month, plus \$150 for each delivery over one (1) delivery, up to a maximum of \$625/month, for each month.

Evidence-Based Disease Prevention/Health Promotion Programs	
July 1, 2024 - June 30, 2026	Each Year: \$10,000
These services include the delivery of group-based disease prevention and health promotion courses. These courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs: <i>Evidence-based DPHP program facilitation at \$25-\$200/completer</i> <i>Evidence-based DPHP program training at \$200-\$600 Leader Training</i>	

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Total SFY '25 Contractual Commitment: Not to exceed \$183,292
Total SFY '26 Contractual Commitment: Not to exceed \$ 81,370

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Subrecipient

proposed no indirect costs. Therefore, **indirect costs will be considered unallowable**. Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment – Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC **no later than the fifth business day following the end of each month. No payment will be made for any invoice for prior months without approval of MARC.** Should any unforeseen reason develop that would cause Contractor to miss this ultimate deadline, there must be proactive communication from Contractor to MARC to that effect in advance.

MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. **Amendment.** Paragraph 17 of the Agreement, regarding Contributions and Project Income, is hereby deleted in its entirety and replaced with the following:

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report, identifying the service for which it was received. It will then be used to expand the service for which it was received.

5. **Amendment.** Paragraph 18 of the Agreement, regarding Federal and State Terms and Conditions, is hereby deleted in its entirety and replaced with the following:

A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.

B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-Verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services (**Exhibit C**). Compliance with any such requirements is required under this Agreement and

any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

- C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.” (**Exhibit D**)
- D. On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002. These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the “covered entities”, meaning health plans, health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing any MARC Older Americans Act program is considered to be “business associates” of MARC and are therefore required to comply with these adopted standards under HIPAA. Consequently, **Exhibit E** (Business Associate Provisions) is attached and incorporated into this Agreement.

6. **Amendment.** **Exhibit F** (Community Center Assurances); **Exhibit G** (Certification Regarding Debarment and Suspension); **Exhibit H** (Single Audit Certification); are all hereby added to this Agreement, requiring Contractor to comply with each and signed by the designated authorized representative.

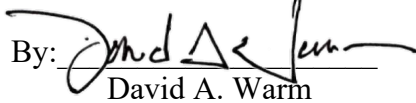
7. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

8. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

9. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

By: 
David A. Warm
Executive Director

Date: 7/1/2025

City of Independence, Missouri

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING

By Program and Code of Federal Domestic Assistance (CFDA) Number

State Fiscal Years 2026 Funding Allocation

**As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed
through to MARC**

**Federal Awarding Agency: Department of Health and Human Services – Administration for
Community Living (ACL)**

**Federal Award Name: OLDER AMERICAN ACT TITLE III – GRANTS FOR STATE
AND COMMUNITY PROGRAMS ON AGING**

Part III-B: Supportive Services; CFDA #93.044; \$ 6,810
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
Federal Awards – TBA

Part III-C1: Congregate Meals; CFDA #93.045 \$ 33,000
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBA

Part III-C2: Home Delivered Meals; CFDA #93.045 \$ 16,500
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBA

Part III-D: Preventive Health; CFDA #93.043 \$ 10,000
CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Promotion Services
Federal Awards – TBA

Other HHS-Funded Programs:

**Federal Agency Name: Department of Health and Human Services/ Administration for
Children and Families (ACF)**

Federal Award Name: Social Services Block Grant

Social Services Block Grant: CFDA #93.667 \$ 2,315
CFDA Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: \$ tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$68,625

EXHIBIT B

Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i)

Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3) AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4) EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)): During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order

11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5) PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6) LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7) COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8) DAVIS-BACON ACT: All construction endeavors of the AAA in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C. section 3141 et seq.)

9) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: All construction endeavors of the AAA in excess of \$2,000, and in excess of \$2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10) CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11) WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12) EMPLOYEE WHISTLEBLOWER PROTECTIONS: Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13) TARGET POPULATION: (OAA Section 306 (a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14) BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT C
E-Verify

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

EXHIBIT C, continued

Box A CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and _____ (Company/Individual Name) is awarded a contract for the services requested herein under **Contract #07670-CoI-25** (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Mid-America Regional Council with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov>; Phone: 888-464-4218) with respect to employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the contractor's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION

The contractor who meets section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Contract #07670-CoI-25** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Contract #07670-CoI-25** (Contract Number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C, continued

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMO, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the Mid-America Regional Council (MARC). We have previously provided documentation to MARC that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

_____ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.

_____ A current notarized Affidavit or Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

EXHIBIT D

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement:

Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions:

The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars”; or 2) “contractors with fewer than ten employees.” Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company – any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel – engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of

the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification:

The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C of this Exhibit.

BOX A: To be completed by a contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a contractor that meets the definition of “Company” but has less than ten employees.

BOX C: To be completed by a contractor that meets the definition of “Company” and has ten or more employees.

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600. RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative’s Name (please print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees, but that if awarded a contract, and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Mid-America Regional Council at that time.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein, said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (please print)

Authorized Representative's Signature

Company Name

Date

EXHIBIT E BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is incorporated into and made part of this Contract #07670-Col-25 in existence as of Start Date July 1, 2025 or entered into in the future, by and between Mid-America Regional Council (“MARC”) on behalf of itself and its subsidiaries and affiliates and City of Independence, Missouri (“**Business Associate**”) on behalf of itself and its subsidiaries and affiliates. This BAA replaces and supersedes any previous Business Associate Agreements entered into between the Parties.

Title II of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (which includes the “Privacy Rule” and the “Security Rule”), and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) impose certain obligations upon MARC to maintain the security and confidentiality of Protected Health Information (“PHI”). Specifically, the “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.

The Patient Protection and Affordable Care Act of 2010 (“ACA”) as amended by the Health Care and Education Reconciliation Act of 2010 and implementing regulations found at 45 C.F.R. Parts 155, 156, and 157 (“Exchange Regulations”) impose certain privacy and security requirements related to Personally Identifiable Information (“PII”).

- A. Confidentiality of Substance Use Disorder Patient Records Rule found at 42.C.F.R. Part 2 (“Part 2 Rule”)** imposes additional privacy and security requirements on “Part 2 Programs” and “Lawful Holders”, including MARC, who receive information related to the diagnosis of an individual with a substance use disorder, having or having had a substance use disorder, or being or having been referred to treatment for a substance use disorder (herein called “Part 2 Information” for convenience).

All references to PHI throughout this BAA shall also apply to PII for purposes of compliance with the ACA and the Exchange Regulations and to Part 2 Information for purposes of compliance with the Part 2 Rule.

To perform under the Agreement, Business Associate may create, receive, maintain, or transmit PHI on behalf of MARC. As such, HIPAA and ACA require that MARC enter into a written agreement with Business Associate that includes specific provisions for the protection of PHI. MARC and Business Associate mutually agree to adopt this BAA to satisfy such obligation. The parties intend that this BAA only apply to Business Associate to the extent the services provided by Business Associate to MARC are covered by HIPAA, the HIPAA Rules, ACA, or the Exchange Rules. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules and Exchange Rules related to PHI.

B. Privacy of Protected Health Information (PHI)

- 1. Permitted Uses and Disclosures.** Business Associate is permitted, or required, to use or disclose PHI it creates or receives for, or from, MARC only as follows, consistent with the Privacy Rule and Exchange Rule:

a) **Functions and Activities on MARC's Behalf.** Business Associate is permitted to request the minimum necessary PHI from MARC or on MARC's behalf and to use and to disclose the minimum necessary PHI it creates or receives from or on behalf of MARC to perform its obligations under the Agreement.

b) **Business Associate's Operations; Data Aggregation.** Business Associate may *use* or *disclose* the minimum necessary PHI it creates or receives for or from MARC as necessary for data aggregation. Business Associate may *use* the minimum necessary PHI it creates or receives for or from MARC as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may *disclose* the minimum necessary of such PHI to other third-parties as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

(i) The disclosure is required by law; or

(ii) Business Associate obtains reasonable assurance, evidenced by written agreement, from any other person or organization to which Business Associate will disclose such PHI that the person or organization will:

a. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

b. Notify Business Associate (who will in turn promptly notify MARC) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

c) **Additional Limitations as to Part 2 Information.** To the extent Business Associate creates, receives, or maintains Part 2 Information for or from MARC, Business Associate will only use or disclose such Part 2 Information to perform obligations under the Agreement and in a manner permitted by the Part 2 Rule.

d) **Additional Limitations as to Reproductive Health Care Information.** To the extent that Business Associate is required by law to disclose PHI or requested to disclose PHI potentially related to Reproductive Health Care, Business Associate will immediately provide MARC with written notice and provide MARC with an opportunity to oppose any request for such PHI or to take whatever action MARC deems appropriate.

e) **De-identification.** Business Associate may use PHI to create information that is de-identified in accordance with 45 C.F.R. 164.514. Business Associate shall be responsible for ensuring such de-identification complies with all requirements of the HIPAA Rules and that such information cannot be re-identified. Further, Business Associate shall ensure the information does not identify or represent the information as pertaining to MARC. Any violation of this Section A.1.c) shall be considered an Unauthorized Use/Disclosure, defined below.

2. Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this BAA.

- 3. Prohibition on Unauthorized Uses and Disclosures.** Business Associate will neither use nor disclose PHI it creates or receives for or from MARC or from another business associate of MARC, except as permitted or required by this BAA or as required by law or as otherwise permitted in writing by MARC.
- 4. Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by this BAA and consistent with applicable law.
- 5. Marketing.** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by this BAA and consistent with applicable law.
- 6. Information Safeguards.**
- a) **Privacy of MARC's Clients' Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of MARC's Clients' PHI. The safeguards must reasonably protect MARC's Clients' PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, the Exchange Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.
 - b) **Security of MARC's Clients' Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on MARC's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C, the Exchange Rule and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements, as of the compliance date for such obligations as applied to Business Associates.
 - c) **Evidence of Safeguards.** Business Associate will provide MARC evidence of its information safeguards through completion of a SOC2 audit or response to MARC's information security questionnaire.
- 7. Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by MARC to disclose any of the PHI Business Associate creates or receives for or from MARC, to provide reasonable assurance, evidenced by written agreement, that subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI. In addition to this requirement, Business Associate may not re-disclose any Part 2 Information to a subcontractor unless: the third-party a) is involved in the provision of services to MARC; b) needs such Part 2 Information to provide the services for MARC; and c) only further discloses the Part 2 Information back to Business Associate or MARC.
- C. Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of MARC for which Department of Health and Human Services ("HHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of MARC that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification;
- or
4. Changes the meaning or intent of the Standard Transaction’s implementation specification

D. Individual Rights.

The HIPAA regulations give individuals covered under MARC health benefits plans certain rights in the PHI that is maintained by MARC about those individuals. To the extent the services Business Associate provides to MARC affect MARC’s ability to comply with its obligations related to individual rights, MARC requires Business Associate’s cooperation in ensuring that the following rights are given to the individual:

1. **Access.** Business Associate will promptly upon MARC’s request make available to MARC or, at MARC’s direction, to the individual (or the individual’s personal representative) for inspection and obtaining copies of any PHI about the individual which Business Associate created or received for or from MARC and that is in Business Associate’s custody or control, consistent with the requirements of 45 C.F.R. § 164.524, so that MARC may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by MARC.
2. **Amendment.** Business Associate will, upon receipt of notice from MARC, promptly amend or permit MARC access to amend any portion of the PHI which Business Associate created or received for or from MARC, so that MARC may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that MARC may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Business Associate will record the following data as required by the HIPAA Privacy Rule for each disclosure, except those listed under Section C.3(c) below as not requiring an accounting, that Business Associate makes to MARC or a third-party of PHI that Business Associate creates or receives for or from MARC: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”).
 - b) **Repetitive Disclosures.** For repetitive disclosures Business Associate makes to the same person or entity (including MARC) for a single purpose, Business Associate may provide: (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to MARC promptly upon MARC’s request.
 - c) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this BAA or MARC in writing permits or requires: (i) for the purpose of MARC’s payment activities, or health care operations, (except where such recording or accounting is required by the HITECH Act,

and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to another covered entity or business associate of another covered entity for the treatment, payment or healthcare operations of the receiving covered entity; (iv) incident to a use or disclosure permitted by the Privacy Rule; (v) pursuant to an authorization signed by the individual consistent with the requirements of the Privacy Rule; (vi) for notification for disaster relief purposes; (vii) for national security or intelligence purposes; (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody; or (ix) as part of a limited data set under 45 C.F.R. 164.514(e).

d) **Availability of Disclosure Information.** Unless otherwise provided by applicable law, Business Associate must have available for MARC the disclosure information required by Section C.3(a) above for the six (6) years preceding the date of MARC's request for the disclosure information. Business Associate will make the Disclosure Information available to MARC within ten (10) business days following MARC's request for such Disclosure Information or as necessary to comply with an individual's request for disclosure accounting.

E. **Reporting.**

1. **Unauthorized Use or Disclosure.** Business Associate will report to MARC any use or disclosure of PHI not permitted by this BAA or by written authorization from MARC ("Unauthorized Use/Disclosure"). An Unauthorized Use/Disclosure includes, but is not limited to, a "**Breach**" of "**Unsecured Protected Health Information**" as these terms are defined by the Breach Notification Regulation.

2. **Security Incidents.** Business Associate will provide notice to MARC of any Security Incidents that result in *actual or reasonably likely* unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("Successful Security Incidents") of which Business Associate becomes aware. A Successful Security Incident shall include, but is not limited to a Breach of Unsecured Protected Health Information as these terms are defined by the Breach Notification Regulations

For Security Incidents that *do not* result in unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("**Unsuccessful Security Incidents**"), each party agrees that this paragraph constitutes notice from Business Associate to MARCC of types of such Unsuccessful Security Incidents. The parties consider the following to be illustrative, but not inclusive, of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:

- a) Pings on Business Associate's firewall;
- b) Port scans;
- c) Attempts to log on to a system or enter a database with an invalid password or username;
- d) Denial-of-service attacks that do not result in a server being taken off-line; and
- e) Malware (e.g., worms, viruses)

3. **Content of Report.** Any report made under this Section D shall be provided to MARC's Privacy Officer without unreasonable delay not to exceed three (3) business days from the Business Associate's discovery of the Unauthorized Use/Disclosure or Successful Security Incident (collectively "**Reportable Incident**") and shall include:

- a) the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Reportable Incident;
- b) the nature of the non-permitted access, use or disclosure, including the date of the Reportable Incident and the date of discovery of the Reportable Incident;
- c) the PHI accessed, used or disclosed in the Reportable Incident, to include the identification (if known) of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Reportable Incident (e.g., full name, social security number, date of birth, etc.);
- d) who made the non-permitted or violating access, use or received the non-permitted or violating disclosure;
- e) what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
- f) what Business Associate did or will do to mitigate any harmful effect of the non-permitted access, use or disclosure; and
- g) such other information, including a written report, as MARC may reasonably request.

4. Delivery of Notice. For purposes of notifying MARC of Reportable Incidents or other notices required under this BAA, notices shall be deemed given when properly addressed to a party's privacy contact, upon the date of receipt if hand-delivered or e-mailed, or three (3) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission.

5. Address for Notice to MARC Notice of a Reportable Incident may be communicated to MARC as follows:

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City, MO 64105

Telephone: 816-701-8204

E-mail: cgonzaless@MARC.ORG

6. Mitigation and Corrective Action. Promptly upon learning of any Reportable Incident that is or may be a Breach as defined by the Breach Notification Regulation, and in addition to the reporting required by Section D, Business Associate will take steps to mitigate the Breach to the extent possible, including taking corrective action to attempt to cure the Breach as promptly as possible.

7. Cooperation in Investigation. Business Associate shall cooperate with MARC in investigating any Reportable Incident and in meeting MARC's obligations under the Breach Notification Regulation and any other federal or state security breach notification laws.

8. Notifications Required by Law. To the extent a Reportable Incident triggers an obligation of MARC to provide notification to individuals, media, regulatory agencies or other parties under the Breach Notification Regulations or other state or federal law ("**Notifications**"),

Business Associate will cooperate with MARC in the provision of such Notifications. Notwithstanding anything to the contrary in the Agreement, Business Associate will reimburse MARC for MARC's costs in preparing and providing Notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by MARC deemed reasonably necessary by MARC to notify its members of a breach by Business Associate or its subcontractor.

- F. Termination of Primary Agreement.** The following provisions govern terminations related to Business Associate's breach of its privacy obligations under this BAA. The terms and conditions of the Agreement governing all other rights of termination shall remain in full force and effect.

1. Right to Terminate for Breach.

a) In the event MARC determines that Business Associate is in violation of any term of this BAA, MARC shall notify Business Associate of such violation. MARC may provide Business Associate opportunity to cure the violation. If Business Associate does not cure the violation to the extent necessary, in MARC's sole discretion, for MARC to comply with requirements of 45 C.F.R. 164.504(e)(1), MARC may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

b) In the event Business Associate determines that MARC is in violation of any term of this BAA, Business Associate shall notify MARC of such violation. Business Associate may provide MARC opportunity to cure the violation. If MARC does not cure the violation to the extent necessary, in Business Associate's sole discretion, for Business Associate to comply with requirements of 45 C.F.R. 164.504(e)(1), Business Associate may terminate this BAA. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of this BAA shall constitute a material breach of the Agreement.

- 2. Termination of BAA on Conclusion of Agreement.** This BAA will terminate upon termination or other conclusion of all underlying Agreements into which it has been incorporated by reference.

3. Obligations upon Termination.

a) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of this BAA or the Agreement, Business Associate will, at MARC's instruction, either return all PHI to MARC (if feasible) or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from MARC, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.

b) **When Return or Destruction is Not Feasible.** Business Associate will identify any PHI that Business Associate created or received for or from MARC that cannot feasibly be returned to MARC or destroyed, and, where MARC agrees, in its reasonable judgment, that such return or destruction is infeasible, will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. If MARC does not agree, the above requirement to return or destroy PHI will apply. Within such thirty (30) days after the effective date of the termination, Business Associate will certify in writing to MARC that such return or destruction has been completed, will deliver to MARC the identification of any PHI for which return or

destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

c) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of the PHI it created or received for or from MARC will be continuous and survive termination, cancellation, expiration or other conclusion of this BAA and the Agreement.

d) **Other Obligations and Rights.** All other obligations and rights given to Business Associate and MARC upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the Agreement.

G. Obligations of MARC.

1. **Notice of Privacy.** MARC will maintain its current Notice of Privacy Practices available on its website at [insert URL].

2. **Unauthorized Disclosures.** MARC will not request that Business Associate use or disclose PHI in a manner not permitted by the HIPAA Rules.

3. **Agreed Upon Restriction.** In the event MARC agrees to a restriction requested by an individual under 45 C.F.R. 164.522 that affects Business Associate's use of PHI of that individual, MARC will notify Business Associate of such restriction.

H. Insurance and Indemnification.

1. **Insurance.** Business Associate shall maintain, at its own expense, insurance ("Insurance") covering the party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this BAA, including any negligent or otherwise wrongful acts or omissions by Business Associate or any employee or agent thereof, including a subcontractor of Business Associate. This includes, but is not limited to: any breach of HIPAA, HITECH Act, the HIPAA Rules, ACA, the Exchange Rules or any other law or regulation governing confidentiality of PHI. The policy, or policies maintained by Business Associate pursuant to this BAA shall have a per-claim policy limit of not less than One (1) Million Dollars (\$1,000,000) and any policy aggregate limit shall be no less than Three (3) Million Dollars (\$3,000,000). Business Associate shall provide evidence of such insurance coverage to MARC upon request. No term of this BAA or the Agreement shall limit the ability of a party or its insurer to recover damages, fees, or other relief otherwise available at law related to the violation of a term of this BAA by the other party.

2. **Indemnification in Agreement.** A breach of the terms and conditions of this BAA shall be deemed a breach of the Agreement and a claim, fine, demand or cause of action of any character arising out of this BAA shall be deemed arising out of the Agreement for the purposes of the indemnification provisions of the Agreement.

2. **Right to Tender or Undertake Defense.** If MARC is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of MARC's PHI or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control, MARC will have the option at any time either (a) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent MARC's interests at Business Associate's expense, subject to the written consent of MARC and its insurer (if applicable), such consent not to be unreasonably withheld or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

3. **Right to Control Resolution.** MARC will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that MARC may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate its obligation to indemnify MARC under this Section G.

I. **General Provisions.**

1. **Definitions.** The terms “**Covered Entity**”, “**Electronic Protected Health Information**”, “**Protected Health Information (PHI)**”, “**Standard**”, “**Trading Partner Agreement**”, and “**Transaction**” have the meanings set out in 45 Code of Federal Regulations § 160.103. The term “**Standard Transaction**” has the meaning set out in 45 C.F.R. § 162.103. The term “**Required by Law**” has the meaning set out in 45 C.F.R. § 164.103. The term “**Security Incident**” has the meaning set out in 45 C.F.R. § 164.304. The terms “**Health Care Operations**”, “**Payment**” and “**Treatment**” have the meanings set out in 45 C.F.R. § 164.501. The term “**Use**” means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate. The terms “**Disclose**” and “**Disclosure**” mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate. The term “**Reproductive Health Care**” has the meaning set out in 45 C.F.R. § 160.103. For purposes of this BAA, MARC’s PHI encompasses MARC’s Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

2. **Amendment to BAA and Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the Privacy or Security of PHI or Standard Transactions, this BAA and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

3. **Inspection of Books and Records.** Business Associate will make its internal practices, books, policies, procedures and records, relating to its use and disclosure of the PHI it creates or receives for or from MARC, available to MARC and to the U.S. Department of Health and Human Services Office for Civil Rights to determine compliance with the Privacy Rule, the Security Rule, 45 C.F.R. Parts 160-164, or this BAA.

4. **Undertaking of Obligations.** If Business Associate undertakes to perform any obligation of MARC under the Privacy Rule, Business Associate shall comply with the obligations of the Privacy Rule that apply to MARC in the performance of such obligation.

J. **Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement that addresses privacy and confidentiality of confidential medical information. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

CONTACT INFORMATION FOR BUSINESS ASSOCIATE AGREEMENT

TO CONTACT MARC

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200
Kansas City MO 64105
Telephone: 816-701-8204
E-mail: cgonzales@MARC.ORG

TO CONTACT BUSINESS ASSOCIATE

Contact Person: _____

Contact Office: _____

Street Address/ P.O. Box: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

Per Section D.5. of the Business Associate Agreement, please notify MARC when the above information changes, or upon reasonable request from MARC. Thank you.

EXHIBIT F
COMMUNITY CENTER ASSURANCES

The Mid-America Regional Council (MARC) is contracting with _____ Senior Center(s).
for the administration of the _____

1. The contractor assures that the senior center(s) will comply with all federal and state policies and regulations governing senior nutrition centers.
2. The contractor assures that the center(s) will comply with all applicable federal and state regulations for handicapped-accessible facilities including the entrance, restrooms, handicapped parking spaces, and adequate width of doors, hallways, and passages.
3. The contractor will comply with all equipment requirements for on-site food preparations kitchen or center(s) receiving bulk food, whichever is applicable.
4. The contractor assures that the center(s) will comply with all physical plant requirements including a minimum of 15 square feet per participant in the activity/dining area, a minimum of two rest rooms, and adequate off-street and/or on-street parking.
5. The contractor assures that the center(s) will comply with all applicable state, county, or city health and food service sanitation regulations.
6. The contractor assures the center(s) will comply with all applicable state and local fire and safety laws, including installation of an adequate number of fire extinguishers and smoke detectors according to recommendations of state or local fire authorities.
7. The contractor assures that the center(s) will comply with conditions referenced in the Policies & Procedures Manual, Programs Funded by Older Americans Act (OAA), including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement, and the Manual for Senior Center Administration.

(Date)	(Authorized Contractor Representative)
6/23/25	<i>Kristi Bohling-DaMatz</i>
(Date)	(MARC Director of Aging Services)

EXHIBIT G
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This agency certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency;
- B. Have not within a three-year period preceding this program year been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this program year had one or more public transaction (Federal, State or local) terminated for cause or default.

Where this agency is unable to certify to any of the statements in this certification, he/she shall attach an explanation to this certification.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT H
SINGLE AUDIT CERTIFICATION

(Organization's Mailing Address)

Organization's Fiscal Year:

_____ to _____

I, _____ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$ _____. Amounts exceeding \$750,000 require a single audit.

THEREFORE,

☐

We are required to have a single audit (\$750,000 or more).

☐

We are not required to have a single audit (less than \$750,000). However, we have included a copy of our independent auditor report and management letter with this certification.

☐

We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with Subpart F Audit Guidance – 2 CFR Part 200.501, we must submit the following information to MARC:

- (1) A copy of the reporting package as defined in OMB Single Audit Requirements (2 CFR Part 200.501);
- (2) Any management letter issued by the auditor; and
- (3) Our corrective action plan addressing all findings and questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the Single Audit Report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by _____.
(Date)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Typed or Printed Name of Authorized Representative)

(Date)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-070 **1R** An ordinance authorizing acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Kansas City / Overland Park DEA Task Force Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of \$165,015.00; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. **1R**

Recommendations:

The Police Department recommends approval and acceptance of this MOU and grant funding.

Background:

The Police Department first received funding to participate in the Midwest HIDTA Kansas City / Overland Park DEA Task Force in 1999 through a grant from the Office of National Drug Control Policy (ONDCP). Since that time, the department has had two detectives assigned to this Task Force full-time, to combat the manufacture and importation of methamphetamine and disrupt poly-drug trafficking organizations in the metropolitan area. In return, the department is reimbursed for part of the detectives' salaries and benefits, as well as expenses for overtime, vehicle leases, and fuel. The current contract is retroactive back to January 1, 2025, and will continue the department's involvement in the HIDTA DEA Task Force with total reimbursement up to \$165,015.00. Additional funding has been included in the Police Department's 2024/2025 and 2025/2026 fiscal year Operating Budgets to cover the amount of salaries and benefits not covered by the grant.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$165,015.00. The Police Department will request reimbursement from the Kansas Bureau of Investigation for actual expenses on a monthly basis. This revenue will need to be deposited in the 015 Grant Fund, subledger HIDTA, and appropriated as follows:

0154550-5100	Salaries	\$74,050
0154550-5102	Overtime	\$41,414
0154550-5109	Benefits	\$20,898
0154550-5236	Leases	\$19,653
0154550-5316	Fuel	\$9,000

Total Amount \$165,015

No local match is required, however, grant funding only partially covers the salary and benefits of the two detectives assigned to this Task Force. Supplemental funding has been budgeted each year in the Police Department's General Fund (02) Investigations (0024534) cost center to cover the balance of these two positions. For FY 2025-26, this is included on page 226 (Investigations Salary and Benefits) of the Proposed Budget.

Council Action:

Requesting Council approval of this item.

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PD.2025 HIDTA DEA TF Ordinance 07-28-25
2. HIDTA 2025 MOU INDEPENDENCE PD DEA

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE 2025 MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) MEMORANDUM OF UNDERSTANDING (MOU) FOR THE KANSAS CITY / OVERLAND PARK DEA TASK FORCE INITIATIVE, AND RELATED DOCUMENTS, WITH THE KANSAS BUREAU OF INVESTIGATION, FOR A GRANT AWARD IN THE AMOUNT OF \$165,015.00; MAKING THE NECESSARY APPROPRIATIONS; AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS; AND AUTHORIZING CERTAIN FUTURE APPROPRIATIONS.

WHEREAS, it is the desire of the various law enforcement agencies in the Kansas City Metropolitan Area to combine resources against individuals involved in the manufacture and distribution of methamphetamine, for the purpose of arrest, conviction and long-term incarceration of these individuals through careful application of the most effective Federal/State criminal statutes; and,

WHEREAS, the City Council does wish to accept this grant funding and has concluded the Special Conditions of the grant award can be met.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Independence City Council hereby authorizes the City Manager to sign and execute, for and on behalf of said City, a Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Midwest HIDTA Kansas City / Overland Park DEA Task Force Initiative, and related documents, with the Kansas Bureau of Investigation, to accept a grant in the amount of One Hundred Sixty-Five Thousand Fifteen and NO/100 Dollars (\$165,015.00) to partially fund two police detectives while assigned to HIDTA and support equipment, a copy of said MOU being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount One Hundred Sixty-Five Thousand Fifteen and NO/100 Dollars (\$165,015.00) from increased grant revenues, to be received from the Kansas Bureau of Investigation, for operating costs related to participation in the Midwest HIDTA Kansas City / Overland Park DEA Task Force Initiative.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this agreement without Council approval, or an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section, provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri



Tony Mattivi
Director

**KANSAS BUREAU OF
INVESTIGATION**
DEDICATION | SERVICE | INTEGRITY

Kris W. Kobach
Attorney General

Zachary Walker, City Manager
City of Independence
111 East Maple St, 3rd floor
Independence Missouri 64050

June 30, 2025

Dear Mr. Walker:

Attached for your review and signatures are documents relating to the Independence Police Department's 2025 operating budget for the Midwest HIDTA Kansas City / Overland Park DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2025 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continuing support of the Midwest HIDTA.

Award #: HID1425G0466-00

Initiative: Kansas City / Overland Park DEA Task Force

Award Maximum: \$165,015.00

Award Period: January 1, 2025 - December 31, 2026

Sincerely,

Teresa Goza
HIDTA Accountant IV
Kansas Bureau of Investigation

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (Midwest HIDTA)

MEMORANDUM OF UNDERSTANDING

KANSAS CITY/OVERLAND PARK DEA TASK FORCE

HID1425G0466-00
01-01-2025 / 12-31-2026
CFDA number 95.001

The Office of National Drug Control Policy (ONDCP) has awarded High Intensity Drug Trafficking area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY/OVERLAND PARK DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures

HID1425G0466-00

document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice on the fifteenth of every month for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.
2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.

3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Independence Police Department** shall agree to designate two commissioned officers to the Kansas City/Overland Park DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI:

Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-942-3020
teresa.goza@kbi.ks.gov

Project Manager KBI:

Kelly Ralston, Assistant Director
Kansas Bureau of Investigation
625 Washington
Great Bend, KS 67530-5442
kelly.ralston@kbi.ks.gov

State Coordinator: Todd Hixson
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
913-967-9156
thixson@midwest-hidta.gov

Fiscal Contact IPD: Dennea Leap
Independence Missouri Police Department
223 N Memorial Drive
Independence, Missouri 64050
816-325-7315
dleap@indepmo.org

Participating Agency: Zachary Walker, City Manager
City of Independence
111 East Maple St, 3rd floor
Independence Missouri 64050
816-325-7019
816-325-7024 (FAX)

Participating Agency:
City of Independence Missouri

Zachary Walker, City Manager

Date

Through Independence Police Department

Adam Dustman, Chief

Date

Fiscal Agent:
Kansas Bureau of Investigation

Tony Mattivi, Director

Date

FY 2025 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: Midwest HIDTA
INITIATIVE TITLE: Kansas City/Overland Park DEA Task Force
LEAD AGENCY(S): Drug Enforcement Administration
CO-LOCATION SITE: Overland Park, KS

DESCRIPTION

Initiative Purpose

The Kansas City/Overland Park DEA Task Force is a DEA led initiative that was created and funded in 1999. The Initiative is a cooperative partnership between federal and state and local law enforcement agencies in the Kansas City metropolitan area (KS: Johnson Co. and Wyandotte Co. / MO: Jackson Co. and Cass Co.). The Initiative is comprised of Task Force Group 41 (OCDETF Strike Force Group 1), Task Force Group 43 (OCDETF Strike Force Group 2), an intelligence group and a financial investigation contractor which all share collocated space at the DEA's Kansas City District Office. The task force focuses on significant Mexican methamphetamine and poly-drug trafficking organizations (DTOs) operating in its area of responsibility. Groups 43 and 41 are part of the multi-agency Kansas City Metropolitan OCDETF Strike Force. Group 43 also occupies space at the collocated OCDETF Strike Force, while Group 41 is host to the District of Kansas Title III (wire intercept) room in Overland Park, KS. All enforcement and investigative operations are coordinated through the deconfliction services provided by the Midwest HIDTA ISC, which assist in enhancing officer safety and increase efficiency by reducing duplication of effort.

Threat Priorities

International, regional and local DTOs affiliated with Mexican transnational criminal organizations (TCOs) that distribute methamphetamine, heroin/synthetic opioids, cocaine, as well as other drugs are the primary threat in the Initiative's area of responsibility. In addition to conducting investigations targeting PTOs, CPOTs, RPOTs, DTOs and major methamphetamine and poly-drug trafficking Mexican TCOs, the Initiative also investigates the sale and diversion of precursor and essential chemicals utilized in the manufacture of methamphetamine and the investigation of individuals and criminal organizations involved in the clandestine manufacture and distribution of poly-drugs and methamphetamine. The task force initiates investigations of DTOs operating in its area of responsibility, which primarily consists of the greater Kansas City metropolitan area.

Investigative Approach

The Kansas City/Overland Park DEA Task Force utilizes a variety of investigative techniques that include traditional undercover operations where controlled substances are purchased from investigative targets, physical and electronic surveillance, controlled deliveries and Title IIIs. HIDTA funding is used to enhance the Initiative's efforts and consists of PE/PI, salary, fringe and overtime for state and local investigators, investigative travel, investigative supplies and equipment, and various office supplies and services.

Budget Detail

2025 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Investigation

Award Recipient - KANSAS BUREAU OF INVESTIGATION (HID24000021)

Resource Recipient - KANSAS BUREAU OF INVESTIGATION

Awarded Budget (as approved by ONDCP)		\$3,844,727.00
Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$146,559.00
Total Personnel		\$146,559.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$42,823.00
Total Fringe		\$42,823.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	7	\$144,949.00
Total Overtime		\$144,949.00
Services	Quantity	Amount
Vehicle lease - passenger	7	\$63,000.00
Total Services		\$63,000.00
Supplies	Quantity	Amount
Investigative/Operational		\$31,500.00
Office		\$5,786.00
Total Supplies		\$37,286.00
Total Budget		\$434,617.00

Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals

Purchase Date:	
Manufacturer's Serial Number:	
Manufacturer/Vendor:	
Cost:	
Purchase Condition:	
HIDTA #:	
Description:	
Purchasing Agency:	
HIDTA Funding %:	
Agency Asset #:	
Title Holder:	
Initiative:	
Custodian Agency:	
Physical Location:	
City:	
State	
Transferred From:	
Current Condition:	
Surplus Date:	
Reason for Disposal:	
Disposal Method:	
Notes:	
Name:	

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2025**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4783) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1988 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
--	--	--

4. Name and Address of Reporting Entity:
☐ Prime ☒ SubAwardee Tier if known: ☐

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

6. * Federal Department/Agency: ONDCP	7. * Federal Program Name/Description: HIDTA CFDA Number, if applicable: 95.001
--	--

8. Federal Action Number, if known:

9. Award Amount, if known:
 \$

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:**

*** Name:** Prefix * First Name Middle Name
 * Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

Midwest HIDTA Reimbursement Request Form

Agency

Independence Missouri Police Department
223 N. Memorial Drive
Independence MO 64050-3013

Ord. 18570

Dept. Code

KBI use only
S-40378-1-001
Grant # 2503

Invoice for the month of:

2025 Funding Year 01/01/2025 to 12/31/2026

Initiative: Kansas City/Overland Park DEA Task Force HID1425G0466-00

CFDA # 95.001

Enter Data in This
Column only

Category	Beginning Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel - Philip	\$ 40,450.00			\$ 40,450.00
Personnel - Pfeifer	\$ 33,600.00			\$ 33,600.00
Fringe - Philip	\$ 10,449.00			\$ 10,449.00
Fringe - Pfeifer	\$ 10,449.00			\$ 10,449.00
Overtime - Philip	\$ 20,707.00			\$ 20,707.00
Overtime - Pfeifer	\$ 20,707.00			\$ 20,707.00
Vehicle Lease - Philip	\$ 9,826.50			\$ 9,826.50
Vehicle Lease - Pfeifer	\$ 9,826.50			\$ 9,826.50
Supplies/Fuel	\$ 9,000.00			\$ 9,000.00
Total	\$ 165,015.00	\$ -	\$ -	\$ 165,015.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Adam Dustman, Chief		
Finance Officer Please Print Dennea Leap	(816) 325-7315 Fax 816-325-7316	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature

Date: _____



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information

- 1. Recipient Name**
KANSAS BUREAU OF INVESTIGATION
1620 SW TYLER ST
TOPEKA, KS 66612-1800
- 2. Congressional District of Recipient**
02
- 3. Payment System Identifier (ID)**
48-1124839
- 4. Employer Identification Number (EIN)**
481124839
- 5. Data Universal Numbering System (DUNS)**
- 6. Recipient's Unique Entity Identifier (UEI)**
MQ3SSN5SNG84
- 7. Project Director or Principal Investigator**
TERESA GOZA
Accountant IV
TERESA.GOZA@KBI.KS.GOV
9139423020
- 8. Authorized Official**
ANTHONY MATTIVI
KBIDIRECTOR13@KBI.KS.GOV
785-296-8200

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

10. Program Official Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

- 11. Award Number**
HID1425G0466-00
- 12. Unique Federal Award Identification Number (FAIN)**
HID1425G0466
- 13. Statutory Authority**
P.L. 119-4
- 14. Federal Award Project Title**
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award
- 15. Assistance Listing Number**
95.001
- 16. Assistance Listing Program Title**
High Intensity Drug Trafficking Areas
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date	01/01/2025	- End Date	12/31/2026
20. Total Amount of Federal Funds Obligated by this Action	\$3,844,727.00		
20a. Direct Cost Amount	\$3,844,727.00		
20b. Indirect Cost Amount	\$0.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
25. Total Federal and Non-Federal Approved this Budget Period	\$3,844,727.00		
26. Period of Performance Start Date	01/01/2025	- End Date	12/31/2026
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$3,844,727.00		

28. Authorized Treatment of Program Income

29. Grants Management Officer - Signature

Lisa Newton
Grants Management Specialist

30. Remarks

New Award



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information		33. Approved Budget (Excludes Direct Assistance)				
Recipient Name KANSAS BUREAU OF INVESTIGATION 1620 SW TYLER ST TOPEKA, KS 66612-1800 Congressional District of Recipient 02 Payment Account Number and Type 48-1124839 Employer Identification Number (EIN) Data 481124839 Universal Numbering System (DUNS) Recipient's Unique Entity Identifier (UEI) MQ3SSN5SNG84		I. Financial Assistance from the Federal Awarding Agency Only II. Total project costs including grant funds and all other financial participation				
		a. Salaries and Wages	\$0.00			
		b. Fringe Benefits	\$0.00			
		c. Total Personnel Costs	\$0.00			
		d. Equipment	\$0.00			
		e. Supplies	\$0.00			
		f. Travel	\$0.00			
		g. Construction	\$0.00			
		h. Other	\$3,844,727.00			
		i. Contractual	\$0.00			
		j. TOTAL DIRECT COSTS	\$3,844,727.00			
		k. INDIRECT COSTS	\$0.00			
		l. TOTAL APPROVED BUDGET	\$3,844,727.00			
		m. Federal Share	\$3,844,727.00			
		n. Non-Federal Share	\$0.00			
31. Assistance Type Project Grant						
32. Type of Award Other						
34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1425G0466	HID	410001	95.001	\$3,844,727.00	011202520261070000



Office of National Drug Control Policy

Notice of Award

Award# H1D1425G0466-00

FAIN# H1D1425G0466

Federal Award Date: 05/23/2025

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. § 3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – “New Restrictions on Lobbying”
- 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the recipient’s audited fiscal year to [The Federal Audit Clearinghouse \(fac.gov\)](#)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP’s conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R. part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



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- (11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
- (12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
- (13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:
- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
 - Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- (14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.
- (15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
- (16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—
- the percentage of the total costs of the program or project which will be financed with federal money;
 - the dollar amount of federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS**Reporting of Matters Related to Recipient Integrity and Performance****(1) General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and



Office of National Drug Control Policy

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performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

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Federal Award Date: 05/23/2025

Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.



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(a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	CITY MANAGER
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors	EXAMPLES				Lower	Risk Level				Higher
		Lower Risk State	Moderate Risk State	Higher Risk State	1	2	3	4	5	
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting										
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process										
Level of Clarity		Clear & precise	Open to interpretation/generic	Unclear and imprecise						
Degree of maturity/stability		Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished						
Complexity		Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental						
AREA 2: HUMAN CAPTIAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance										
Knowledge/familiarity of staff with process		Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar						
Degree of management process ownership/control		Processes fully in-sourced and under management's direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others' control						
Workload Stress		Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress						
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance										
Characteristics of the manual and automated activities & technology applications comprising this business process										
Uniformity		Highly standardized	Some variations occur	Highly variable						
Complexity		Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone						
Regularity		Routine	Periodic/infrequent	Non-routine/Rare						
Maturity or Stability		Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable						
Extent of handling		One/two “Touch-points”	Multiple processing steps/applications	Many people/steps/apps involved						
Dispersion		Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions						
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process										
Transaction volume		Extensive transactions (1000+)	Many transactions (100+)	Few transactions (10+)						
Transaction Frequency		Systematic/recur on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely						
Individual transaction sizes		Small dollar (< 1/1000 th of materiality)	Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)	Large dollar (>1/100 th of materiality)						
Impact of estimates on financial reporting transactions		Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required						
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other		Assets are immoveable or have no intrinsic value/information is	Assets are moveable and have some intrinsic value/information is	Assets are moveable and have a significant intrinsic						

FAPO RISK ASSESSMENT TOOL

security issues	easily safeguarded/low risk of concealable theft or diversion	capable of diversion/moderate risk of concealable theft or diversion	valuable/information is capable of diversion/high risk of concealable theft or diversion	
AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years				
Prior annual financial statement or other audit results				
Controls & Compliance issues raised	No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process	
Adjustments by auditors	None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality	
Adjustments by management	Few adjustments/routine in nature/small dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature	
Results of management's recent Statement of Assurance assessments	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process	
Management's day-to-day experience				
Accounting errors or irregularities (known fraud)	Few error/adjustments	adjustments	Significant errors/adjustments	
Information available to monitor performance	Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis	
Typical accounting analysis needed by management in this area	Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis	
Overall nature of issues, errors or adjustments	A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention	
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process				
Management overall prognosis of material adverse risks for this process	Remote	Reasonably Possible	More Likely than Not	

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133

Single Audit (2 C.F.R. Part 200, Subpart F)

Agreement between the City of Independence and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2025 to 12/31/2026 in the amount of \$165,015.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Independence

Sub recipient's SAM UEI # _____ expires _____

Federal Employer Identification Number (FEIN): _____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$1,000,000 in federal awards annually.
- c) Other (please explain): _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-071 **1R** An ordinance authorizing the acceptance of the 2025 Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Investigative Support Center Initiative, and related documents, with the Kansas Bureau of Investigation, for a grant award in the amount of \$135,054.31; making the necessary appropriations; authorizing future change orders for additional funding and/or time extensions; and authorizing certain future appropriations. **1R**

Recommendations:

The Police Department recommends approval and acceptance of this MOU and grant funding.

Background:

The Police Department first received funding to participate in the Midwest High Intensity Drug Trafficking Area (HIDTA) Investigative Support Center (ISC) with full funding for a Crime Analyst position in April 2012. The ISC provides event and target deconfliction services, multi-source name checks, investigative/tactical case support, toll analysis, charting, graphic work, post-seizure analysis and trend/predictive analysis. In 2019, the department received additional funding to fully fund a second Crime Analyst. Since that time, both Analysts continue to be housed at the HIDTA Investigative Support Center. The department is reimbursed 100% of the Analysts' salary, benefits, and training. The 2025 contract will continue the department's involvement with Midwest HIDTA ISC and provide reimbursement up to \$135,054.31. The contract period is from January 1, 2025 to December 31, 2026 but the funding is provided annually.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$135,054.31 to be received as grant revenue. Actual expenses for the two Analysts will be reimbursed to the City. The two Crime Analysts are included in the 2025-26 Proposed Budget on page 223, as two of the FTE grant positions.

The revenue will be deposited in the 015 Grant Fund, subledger ISC, and appropriated as follows:

0154550-5100	Salaries	\$102,349.47
0154550-5109	Benefits	\$ 30,704.84
0154550-5203	Training	\$ 2,000.00

Total Amount: \$135,054.31

There is no local match or supplemental funding necessary.

Council Action:

Department / Contact	Police Department /
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REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PD.2025 HIDTA Analysts Ordinance 07-28-25
2. HIDTA 2025 MOU INDEPENDENCE PD ISC

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE 2025 MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) MEMORANDUM OF UNDERSTANDING (MOU) FOR THE INVESTIGATIVE SUPPORT CENTER INITIATIVE, AND RELATED DOCUMENTS, WITH THE KANSAS BUREAU OF INVESTIGATION, FOR A GRANT AWARD IN THE AMOUNT OF \$135,054.31; MAKING THE NECESSARY APPROPRIATIONS; AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS; AND AUTHORIZING CERTAIN FUTURE APPROPRIATIONS.

WHEREAS, it is the desire of the various law enforcement agencies in the Kansas City Metropolitan Area to combine resources against individuals involved in the manufacture and distribution of methamphetamine, for the purpose of arrest, conviction and long-term incarceration of these individuals through careful application of the most effective Federal/State criminal statutes; and,

WHEREAS, the City Council does wish to accept this grant funding and has concluded the Special Conditions of the grant award can be met.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Independence City Council hereby authorizes the City Manager to sign and execute, for and on behalf of said City, a Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding (MOU) for the Midwest HIDTA Investigative Support Center Initiative, and related documents, with the Kansas Bureau of Investigation, to accept a grant in the amount of One Hundred Thirty-Five Thousand Fifty-Four and 31/100 Dollars (\$135,054.31) to fully fund two Crime Analysts plus training while assigned to HIDTA, a copy of said MOU being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount of One Hundred Thirty-Five Thousand Fifty-Four and 31/100 Dollars (\$135,054.31) from increased grant revenues, to be received from the Kansas Bureau of Investigation, for operating costs related to participation in the Midwest HIDTA Investigative Support Center Initiative.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this agreement without Council approval, or an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section, provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri



Tony Mattivi
Director

**KANSAS BUREAU OF
INVESTIGATION**
DEDICATION | SERVICE | INTEGRITY

Kris W. Kobach
Attorney General

Zachary Walker, City Manager
City of Independence
111 East Maple St, 3rd floor
Independence Missouri 64050

June 30, 2025

Dear Mr. Walker:

Attached for your review and signatures are documents relating to the Independence Police Department's 2025 operating budget for the Midwest HIDTA Investigative Support Center Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2025 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continuing support of the Midwest HIDTA.

Award #: HID1425G0466-00
Initiative: Midwest HIDTA Investigative Support Center
Award Maximum: \$135,054.31
Award Period: January 1, 2025 - December 31, 2026

Sincerely,

Teresa Goza
HIDTA Accountant IV
Kansas Bureau of Investigation

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (Midwest HIDTA)
MEMORANDUM OF UNDERSTANDING
MIDWEST HIDTA INVESTIGATIVE SUPPORT CENTER INITIATIVE

HID1425G0466-00
01-01-2025 / 12-31-2026
CFDA number 95.001

The Office of National Drug Control Policy (ONDCP) has awarded High Intensity Drug Trafficking Area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the MIDWEST HIDTA INVESTIGATIVE SUPPORT CENTER INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from the Midwest HIDTA Executive Director the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Executive Director, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

HID1425G0466-00

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice on the fifteenth of every month for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J, and K.

Appendix A: Task Force Initiative
Appendix B: Task Force Budget
Appendix C: Midwest HIDTA Inventory Form (Does not pertain to the ISC Initiative)
Appendix D: OMB Form 4040-0007 – Assurances – Non-Construction Programs
Appendix E: OMB Form 4040-0009 – Assurances – Construction Programs
Appendix F: OMB Form – Certification Regarding Lobbying
Appendix G: OMB Form – Disclosure of Lobbying Activities
Appendix H: HIDTA Reimbursement Form
Appendix I: HIDTA Award Agreement
Appendix J: FAPO Risk Assessment Tool
Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI: Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, Kansas 66219
913-609-1272
teresa.goza@kbi.ks.gov

Project Manager KBI: Kelly Ralston, Assistant Director
Kansas Bureau of Investigation
625 Washington
Great Bend, KS 67530-5442
kelly.ralston@kbi.ks.gov

State Coordinator: Todd Hixson
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City MO 64153
913-967-9156
thixson@midwest-hidta.gov

Fiscal Contact IPD: Dennea Leap
Independence Missouri Police Department
223 N Memorial Drive
Independence, Missouri 64050-3013
816-325-7315
dleap@indepmo.org

Participating Agency: Zachary Walker, City Manager
City of Independence
111 East Maple St, 3rd floor
Independence Missouri 64050-3066
816-325-7019

Participating Agency:
City of Independence Missouri

Zachary Walker, City Manager

Date

Through Independence Police Department

Adam Dustman, Chief

Date

Fiscal Agent:
Kansas Bureau of Investigation

Tony Mattivi, Director

Date

**FY 2025 INTELLIGENCE AND INFORMATION SHARING INITIATIVE DESCRIPTION BUDGET
PROPOSAL**

HIDTA: Midwest HIDTA
INITIATIVE TITLE: Midwest HIDTA Investigative Support Center
LEAD AGENCY(S): Drug Enforcement Administration
LOCATION: Kansas City, MO

INITIATIVE DESCRIPTION**Initiative Purpose**

The Midwest HIDTA Investigative Support Center (ISC) has been operational since 1998 and is managed by the Drug Enforcement Administration (DEA). The ISC is a cooperative partnership of federal, state and local law enforcement agencies supporting enforcement, interdiction and SAUSA initiatives operating throughout the Midwest HIDTA's seven state area (Missouri, Kansas, Iowa, Nebraska, North Dakota, South Dakota and southern Illinois). The ISC is located in Kansas City, Missouri and it is electronically linked to task force locations and key state agencies in each of the states. The ISC collects and analyzes information from all Midwest HIDTA task forces and participating agencies. The ISC provides event and target deconfliction services, multi-source name checks, investigative/tactical case support, toll analysis, charting, graphic work, post-seizure analysis and trend/predictive analysis. In addition to its de-confliction, DHE and analytical case support services, the ISC also prepares the annual Midwest HIDTA Threat Assessment and various strategic intelligence bulletins. The ISC also provides continual evaluation of the threat to the region, identifying changes in patterns and trends. By improving the exchange of intelligence and information through more efficient coordination and communications, the ISC enhances the ability of federal, state, and local law enforcement agencies to identify, arrest and prosecute key members of drug trafficking organizations and those individuals involved in violent crime that are involved in drug trafficking at the local level. The ISC is heavily involved in tactical case support throughout the Midwest HIDTA region and provides support to numerous high-profile drug investigations to include OCDETF, RPOT and CPOT-linked cases.

Services Provided

Strategic Intelligence, Operational Intelligence, Tactical Intelligence, Information Sharing, Analytical Support, Target/Investigative Data Deconfliction and Event Deconfliction

Budget Detail

2025 - Midwest

Initiative - Midwest HIDTA Investigative Support Center

Intelligence

Award Recipient - KANSAS BUREAU OF INVESTIGATION (HID24000021)

Resource Recipient - KANSAS BUREAU OF INVESTIGATION

Awarded Budget (as approved by ONDCP)		\$3,844,727.00
Personnel	Quantity	Amount
Investigative - Support	2	\$88,070.00
Analyst - Intelligence	7	\$435,649.00
Administrative Staff	1	\$43,000.00
Total Personnel		\$566,719.00
Fringe	Quantity	Amount
Investigative - support	2	\$22,291.00
Analyst - Intelligence	7	\$211,585.00
Administrative staff	1	\$12,607.00
Total Fringe		\$246,483.00
Travel	Quantity	Amount
Administrative	10	\$9,809.00
Total Travel		\$9,809.00
Services	Quantity	Amount
Equipment rentals		\$3,336.00
Communications - mobile phones & pagers		\$6,760.00
Software - maintenance		\$15,170.00
Printing & document support		\$250.00
Shipping & postage		\$600.00
Communications - data lines		\$450.00
Service contracts		\$350.00
Subscriptions - database		\$48,670.00
Total Services		\$75,586.00
Supplies	Quantity	Amount
Computers - desktop, laptop & notebook		\$5,000.00
Communications - data lines		\$1,125.00
Communications - mobile phones & pagers		\$324.00
Computers - peripherals & printers		\$2,500.00
Office		\$5,850.00
Total Supplies		\$14,799.00
Total Budget		\$913,396.00

Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals

Purchase Date:	
Manufacturer's Serial Number:	
Manufacturer/Vendor:	
Cost:	
Purchase Condition:	
HIDTA #:	
Description:	
Purchasing Agency:	
HIDTA Funding %:	
Agency Asset #:	
Title Holder:	
Initiative:	
Custodian Agency:	
Physical Location:	
City:	
State	
Transferred From:	
Current Condition:	
Surplus Date:	
Reason for Disposal:	
Disposal Method:	
Notes:	
Name:	

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2025**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4783) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

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

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1988 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
--	--	--

4. Name and Address of Reporting Entity:
☐ Prime ☒ SubAwardee Tier if known: ☐

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

6. * Federal Department/Agency: ONDCP	7. * Federal Program Name/Description: HIDTA CFDA Number, if applicable: 95.001
--	--

8. Federal Action Number, if known:

9. Award Amount, if known:
 \$

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
 * Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

Midwest HIDTA Reimbursement Request Form

Agency

Independence Missouri Police Department
223 N. Memorial Drive
Independence MO 64050 Ord. #

Dept. Code

KBI use only
V-40378-1-001
Grant #2510

Invoice for the month of: _____

2025 Funding Year 01/01/2025 to 12/31/2026

Initiative: Midwest HIDTA ISC HID1425G0466-00

CFDA # 95.001

Enter Data in This
Column only

Category	Beginning Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Personnel - Roberts	\$ 63,312.47			\$ 63,312.47
Personnel - Thompson	\$ 39,037.00			\$ 39,037.00
Fringe - Roberts	\$ 18,993.74			\$ 18,993.74
Fringe - Thompson	\$ 11,711.10			\$ 11,711.10
Travel	\$ 2,000.00			\$ 2,000.00
Total	\$ 135,054.31	\$ -	\$ -	\$ 135,054.31

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Adam Dustman, Chief		
Finance Officer Please Print Dennea Leap	(816) 325-7315 Fax 816-325-7316	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature

Date: _____



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information

- 1. Recipient Name**
KANSAS BUREAU OF INVESTIGATION
1620 SW TYLER ST
TOPEKA, KS 66612-1800
- 2. Congressional District of Recipient**
02
- 3. Payment System Identifier (ID)**
48-1124839
- 4. Employer Identification Number (EIN)**
481124839
- 5. Data Universal Numbering System (DUNS)**
- 6. Recipient's Unique Entity Identifier (UEI)**
MQ3SSN5SNG84
- 7. Project Director or Principal Investigator**
TERESA GOZA
Accountant IV
TERESA.GOZA@KBI.KS.GOV
9139423020
- 8. Authorized Official**
ANTHONY MATTIVI
KBIDIRECTOR13@KBI.KS.GOV
785-296-8200

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

10. Program Official Contact Information

Shannon L. Kelly
Assistant Director
Shannon_L_Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

- 11. Award Number**
HID1425G0466-00
- 12. Unique Federal Award Identification Number (FAIN)**
HID1425G0466
- 13. Statutory Authority**
P.L. 119-4
- 14. Federal Award Project Title**
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award
- 15. Assistance Listing Number**
95.001
- 16. Assistance Listing Program Title**
High Intensity Drug Trafficking Areas
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date	01/01/2025	- End Date	12/31/2026
20. Total Amount of Federal Funds Obligated by this Action	\$3,844,727.00		
20a. Direct Cost Amount	\$3,844,727.00		
20b. Indirect Cost Amount	\$0.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
25. Total Federal and Non-Federal Approved this Budget Period	\$3,844,727.00		
26. Period of Performance Start Date	01/01/2025	- End Date	12/31/2026
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$3,844,727.00		

28. Authorized Treatment of Program Income

29. Grants Management Officer - Signature

Lisa Newton
Grants Management Specialist

30. Remarks

New Award



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Recipient Information		33. Approved Budget (Excludes Direct Assistance)				
Recipient Name KANSAS BUREAU OF INVESTIGATION 1620 SW TYLER ST TOPEKA, KS 66612-1800 Congressional District of Recipient 02 Payment Account Number and Type 48-1124839 Employer Identification Number (EIN) Data 481124839 Universal Numbering System (DUNS) Recipient's Unique Entity Identifier (UEI) MQ3SSN5SNG84		I. Financial Assistance from the Federal Awarding Agency Only II. Total project costs including grant funds and all other financial participation				
		a. Salaries and Wages	\$0.00			
		b. Fringe Benefits	\$0.00			
		c. Total Personnel Costs	\$0.00			
		d. Equipment	\$0.00			
		e. Supplies	\$0.00			
		f. Travel	\$0.00			
		g. Construction	\$0.00			
		h. Other	\$3,844,727.00			
		i. Contractual	\$0.00			
		j. TOTAL DIRECT COSTS	\$3,844,727.00			
		k. INDIRECT COSTS	\$0.00			
		l. TOTAL APPROVED BUDGET	\$3,844,727.00			
		m. Federal Share	\$3,844,727.00			
		n. Non-Federal Share	\$0.00			
34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID1425G0466	HID	410001	95.001	\$3,844,727.00	011202520261070000



Office of National Drug Control Policy

Notice of Award

Award# H1D1425G0466-00

FAIN# H1D1425G0466

Federal Award Date: 05/23/2025

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. § 3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – “New Restrictions on Lobbying”
- 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the recipient’s audited fiscal year to [The Federal Audit Clearinghouse \(fac.gov\)](#)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP’s conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R. part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

- (11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
- (12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
- (13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:
- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
 - Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- (14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.
- (15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
- (16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—
- the percentage of the total costs of the program or project which will be financed with federal money;
 - the dollar amount of federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS**Reporting of Matters Related to Recipient Integrity and Performance****(1) General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and



Office of National Drug Control Policy

Notice of Award

Award# [HID1425G0466-00](#)

FAIN# [HID1425G0466](#)

Federal Award Date: 05/23/2025

performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:

**Office of National Drug Control Policy****Notice of Award**

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

Program Specific Requirements**1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS**

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.



Office of National Drug Control Policy

Notice of Award

Award# HID1425G0466-00

FAIN# HID1425G0466

Federal Award Date: 05/23/2025

(a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	CITY MANAGER
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Independence Missouri through Independence Missouri Police Department	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors	EXAMPLES				Lower	Risk Level				Higher
		Lower Risk State	Moderate Risk State	Higher Risk State		1	2	3	4	
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting										
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process										
Level of Clarity		Clear & precise	Open to interpretation/generic	Unclear and imprecise						
Degree of maturity/stability		Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished						
Complexity		Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental						
AREA 2: HUMAN CAPTIAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance										
Knowledge/familiarity of staff with process		Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar						
Degree of management process ownership/control		Processes fully in-sourced and under management's direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others' control						
Workload Stress		Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress						
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance										
Characteristics of the manual and automated activities & technology applications comprising this business process										
Uniformity		Highly standardized	Some variations occur	Highly variable						
Complexity		Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone						
Regularity		Routine	Periodic/infrequent	Non-routine/Rare						
Maturity or Stability		Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable						
Extent of handling		One/two “Touch-points”	Multiple processing steps/applications	Many people/steps/apps involved						
Dispersion		Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions						
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process										
Transaction volume		Extensive transactions (1000+)	Many transactions (100+)	Few transactions (10+)						
Transaction Frequency		Systematic/recur on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely						
Individual transaction sizes		Small dollar (< 1/1000 th of materiality)	Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)	Large dollar (>1/100 th of materiality)						
Impact of estimates on financial reporting transactions		Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required						
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other		Assets are immoveable or have no intrinsic value/information is	Assets are moveable and have some intrinsic value/information is	Assets are moveable and have a significant intrinsic						

FAPO RISK ASSESSMENT TOOL

security issues	easily safeguarded/low risk of concealable theft or diversion	capable of diversion/moderate risk of concealable theft or diversion	valuable/information is capable of diversion/high risk of concealable theft or diversion	
AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years				
Prior annual financial statement or other audit results				
Controls & Compliance issues raised	No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process	
Adjustments by auditors	None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality	
Adjustments by management	Few adjustments/routine in nature/small dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature	
Results of management's recent Statement of Assurance assessments	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process	
Management's day-to-day experience				
Accounting errors or irregularities (known fraud)	Few error/adjustments	adjustments	Significant errors/adjustments	
Information available to monitor performance	Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis	
Typical accounting analysis needed by management in this area	Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis	
Overall nature of issues, errors or adjustments	A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention	
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process				
Management overall prognosis of material adverse risks for this process	Remote	Reasonably Possible	More Likely than Not	

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133

Single Audit (2 C.F.R. Part 200, Subpart F)

Agreement between the City of Independence and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2025 to 12/31/2026 in the amount of \$135,054.31 "ISC".

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements. This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Independence

Sub recipient's SAM UEI # _____ expires _____

Federal Employer Identification Number (FEIN): _____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending _____

to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:

- a) We are a for-profit organization.
- b) We expend less than \$1,000,000 in federal awards annually.
- c) Other (please explain): _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-072 **1R** An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **1R**

Recommendations:

Staff recommends approval.

Background:

The current city code already stipulates that an individual whose business license has been revoked may not apply for another license within 12 months. This amendment would require an applicant that proposes a similar use on a property where a business license has been revoked to apply for a business license with that business license being required to go to City Council for consideration. If a proposed use is not similar to the revoked business, the business license application would be reviewed administratively subject to the applicable City Code regulations.

Emergency Justification:**Fiscal Impact:****Council Action:**

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PDF Ordinance Business license Revocation Council Consideration of New BL

2. Word Ordinance Business license Revocation Council Consideration of New BL
3. Sec. 5.01.023 License denial suspension or revocation

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.023 “LICENSE DENIAL, SUSPENSION OR REVOCATION”.

WHEREAS, City Code currently allows for the City to deny, suspend, and revoke business licenses after an Administrative Hearing process; and

WHEREAS, the current City Code already states that a person whose business license has been revoked cannot apply for a business license for 12 months; and

WHEREAS, City Council desires to amend the business license section to require an applicant of a similar use on a property where a business license has been revoked to submit a business license application to be considered by City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The Code of Ordinances of the City of Independence Section 5.01.023.B.3 shall hereby be amended.

“Sec. 5.01.023. License denial, suspension or revocation.

3. *Licensing After Revocation.*

- A. A person whose license is revoked under this chapter shall not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.
- B. The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a ~~special-use permit~~ **business license** application in accordance with Chapter ~~5 14, Article 7~~ **prior to submitting a business license application. Said business license application shall be submitted to and reviewed by the City Council in accordance with this Chapter.**

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING INDEPENDENCE CITY CODE SECTION 5.01.023 “LICENSE DENIAL, SUSPENSION OR REVOCATION”.

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Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

Sec. 5.01.023. License denial, suspension or revocation.

A. Denial.

1. *Basis for Denial.* The City may deny a business license application, for any of the following reasons:
 - a. Any reviewing department, division or agency of the City has denied the application pursuant to any applicable provisions of the City Code;
 - b. Applicant is delinquent in the payment of any taxes or fees due the City under this chapter;
 - c. The application contains false or incomplete information;
 - d. Noncompliance with (a) any requirement or condition set by the City Council, Planning Commission, or Community Development Department or, (b) a conditional use permit, if applicable, granting a variance or special exceptions;
 - e. Noncompliance with any City, State or Federal law, code or statute;
 - f. Any other reason expressly provided for in this chapter; or
 - g. The Missouri Department of Revenue cannot issue to the applicant a Certificate of No Tax Due.
2. *Procedures—Cease Operations Order.*
 - a. When a business license application is denied, written notice will be provided by first class mail to the applicant by mailing a cease operations order to the applicant address on file. The cease operations order will identify the reason(s) for denial of the application and inform the applicant they must cease all business activity at the described location. The cease operation order will identify the available appeal process.
 - b. The applicant is deemed to have received written notification three business days after the date of mailing of the cease operations order.
 - c. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - d. The City will immediately notify the Police Department of every cease operations order issued. The Police Department will assist in the enforcement of cease operations orders.

B. Suspension or Revocation:

1. *Basis for Suspension or Revocation.* Any business license issued by the City pursuant to this chapter of the City Code may be suspended or revoked for good cause by the issuing authority upon a finding that one or more of the following conditions exist:
 - a. The licensee fails to provide the City the retail sales license from the State of Missouri or a Certificate of No Tax Due as provide in this Chapter;
 - b. The renewal document contains false or incomplete information;
 - c. The licensee obtained or aided another person to obtain a license by fraud or deceit;
 - d. The licensee is delinquent in the payment of any taxes or fees due the City;
 - e. The licensee refused to allow, or interfered with, inspection of the licensed premises by authorized representatives of the City;

- f. Violations of this chapter of the City Code by agents or employees of a licensee and/or violations of any other laws by agents or employees committed while acting as an agent or employee of the licensee;
 - g. The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in, or attributable to the premises of a licensee, that causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources;
 - h. Repeatedly or purposefully permitting, allowing, or causing any business activity in violation of any ordinance, rule or law of the City, State or Federal government;
 - i. Fraudulent practices or misrepresentation in the operation of the business;
 - j. Concealment or misrepresentation in the application of a business license;
 - k. The business operation becomes unlawful or is prohibited by any code, rule or law of the City, State or Federal government;
 - l. The issuance of the license was in error or in violation of the provision of the Code;
 - m. The business premises is condemned, declared a fire hazard, or declared unsafe for business occupancy pursuant to applicable City Code Chapters;
 - n. Wrongful behavior creating a safety issue based on business activity;
 - o. Failure to remain current in the payment of taxes owed the Missouri Department of Revenue; or
 - p. Any other reason expressly provided for in this chapter of the City Code.
2. *Procedures to Suspend or Revoke a Business License.*
- a. The City is empowered, through an Administrative Hearing, to revoke or suspend a license issued under the provisions of this chapter of the Code.
 - b. The hearing(s) shall follow the Administrative Hearing Procedures for Revocation or Suspension of Business and Other Business Licenses established and amended from time to time by the Community Development Department and in effect at the time of the hearing.
 - c. When the City suspends or revokes a business license, the City will provide written notice by first class mail to the licensee by mailing a cease operations order to the last address on file. The cease operation order will include a copy of the City's formal written ruling and inform the applicant they must cease all business activity at the specified location. The cease operation order will identify the appeal process available.
 - d. The Licensee is deemed to have received written notification of the cease operations order three business days after the date of mailing of the order to the last address on file with the Business Licensing Division.
 - e. The City may serve a cease operation order in person by delivery of the order to any management employee at the licensed premises or by posting on the main entrance by tacking, each followed by mailing as set out herein. When tacked or delivered in person to the premises, the cease operations order is effective immediately.
 - f. The City will immediately notify the Police Department of every cease operation notice issued. The Police Department will assist in the enforcement of cease operations orders.
3. *Licensing After Revocation.*
-

Chapter 5 - BUSINESS LICENSES
ARTICLE 1. ADMINISTRATION OF LICENSES IN GENERAL, AND REQUIREMENTS THEREOF

- A. A person whose license is revoked under this chapter shall not apply for another business license under this chapter for a period of 12 months after the final decision in the administrative appeals process or an appeal period runs without an appeal, whichever is later.
- B. The applicant of any similar use proposed on a property where a previous business license has been revoked shall submit a ~~special-use permit~~ **business license** application in accordance with Chapter ~~5 14, Article 7~~ **prior to submitting a business license application. Said business license application shall be submitted to and reviewed by the City Council in accordance with this Chapter.**
- C. *Penalty.* Any person or business violating a cease operations order under this chapter shall be subject to a fine of not more than \$500.00 per day upon conviction. Each day of violation is a separate offence.

DRAFT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-073 **1R** An ordinance approving a rezoning from District R-18/PUD (Moderate Density Residential/Planned Unit Development) and District C-1 (Neighborhood Commercial) to District C-1 (Neighborhood Commercial) for the property located at 201 E. Partridge Avenue. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval to rezone 201 E. Partridge Avenue from R-18/PUD (Moderate Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial) to C-1 (Neighborhood Commercial). A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

Applicant requests to rezone the subject property from R-18/PUD (Moderate Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial) to C-1 (Neighborhood Commercial).

Zoning History:

This subject site is composed of a portion of Lot 9 of the Commissioners' Plat of Oldham Estates (recorded in 1910), and an unplatted tract of land. It is approximately 55,000 ft² (1.23 ac) in size.

Upon adoption of the Zoning Ordinance, in 1965, the subject site was designated an M-1 (Light Manufacturing) zoning classification. The City Council adopted Ordinance No. 4831 in December 1977, amending the zoning classification of the subject site to C-P-1 (Planned, Neighborhood Commercial) and R-P-3 (Planned, Moderate Density Residential). The zoning district boundary related to this rezoning bisected the subject site.

Real estate records indicate the subject site was developed in 1986 and consists of a four-story building containing approximately 30,300 ft² of floor area. The site is supplied with 87 parking spaces.

Upon the adoption of the Unified Development Ordinance in 2009, the zoning classification for the subject site was updated to C-1 (Neighborhood Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development). The zoning classification of the subject site has remained a mix of commercial/residential since City Council adopted Ordinance No. 4831 in 1977.

Proposal:

The applicant seeks to rezone the property, which has two zonings, to entirely C-1 to eliminate the residential zoning of the building's east parking lot. The purpose of creating the single zoning on the lot is to clear the encumbrances for getting a building permit and variance for a proposed wrought-iron fence that will enclose the property, including the front parking lot. Approval of the variance will not eliminate the requirement to maintain the opaque screen (no mesh) on the east side of this property.

Physical Characteristics of Property:

The property contains a four-story, red brick office building with bands of dark tinted windows. The property has east and north side parking lots. The east parking lot is on the portion of the property that is zoned R-18/PUD. The structure and the north parking lot are on the portion of the property zoned C-1.

Characteristics of the Area:

There are both residential and commercial uses in the vicinity of the property. To the north of the property lies a Chinese restaurant, to the west lies an underutilized parking lot, to the east is a community of residential condominiums and to the south is the Kansas City Southern Railroad, and beyond that an automobile dealership.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective to, "Increase Jobs." Rezoning this property will ensure continued commercial use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Community Commercial uses. The Tools and Policies to promote business and jobs look to, "facilitate development-ready sites." The construction of this structure was in the mid-1980's.

Sub-Area Plans:

This property is in the Noland Now Plan area.

Zoning:

The existing R-18/PUD (Moderate Density Residential/Planned Unit Development) zoning classification allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). The western half of the property is zoned C-1 (Neighborhood Commercial). Allowed uses include offices, retail shops, hair salons, services, restaurants and

various other related uses.

Historic and Archeological Sites:

There are no apparent historical or archeological issues with these properties.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city-designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP investments planned for this section of the Noland Road corridor at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Community Commercial uses for the area. Commercial zoning is appropriate given the existing development pattern of the site and area.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The property is within the Noland Now Plan area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The proposed zoning is already established for the existing structure and will be compatible with the surrounding properties.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

Again, the proposed zoning is already established for the existing structure. This is to rezone the east parking lot.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The structure and use of the property is already established. Again, this is to rezone the east parking lot.

6. The length of time the subject property has remained vacant as zoned.

The property is occupied.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. There are no new uses.

8. The gain, if any, to public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If the rezoning is denied, the property owners and buyers may have trouble obtaining building permits to make improvements (like fencing).

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-15
2. Staff Report 25-100-15
3. Cover Letter_Redacted
4. Application_Redacted
5. Revised Notification Letter with Council Date
6. Notification Addresses
7. Notification Map
8. New Affidavit

9. Site Plan
10. Proposed Haith steel fence
11. Aerial Imagery
12. Comprehensive Plan
13. Zoning Map
14. Planning Commission Meeting Minutes 07-15-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-18/PUD (MODERATE DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND DISTRICT C-1 (NEIGHBORHOOD COMMERCIAL) TO DISTRICT C-1 (NEIGHBORHOOD COMMERCIAL) FOR THE PROPERTY LOCATED AT 201 E. PARTRIDGE AVENUE.

WHEREAS, a request by the City of Independence to rezone the property located at 201 E. Partridge Avenue from District R-18/PUD (Moderate Density Residential/Planned Unit Development) and District C-1 (Neighborhood Commercial) to District C-1 (Neighborhood Commercial) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 15, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described property is hereby rezoned from District R-18/PUD (Moderate Density Residential/Planned Unit Development) and District C-1 (Neighborhood Commercial) to District C-1 (Neighborhood Commercial) and shall be subject to the regulations of said district:

COMM PLAT OF OLDAM ESTATES PT OF LOT 9 & PT OF SW 1/4 NE 1/4 SEC-14-49-32 DAF:
BEG AT A PT 2482.38' W & 212.04' N OF SE COR NE 1/4 TH ELY ALG NELY LI OF RR 100' TH N
12 DEG E 100.63' TH N 30 DEG E 185.40' TH NWLY ON CURV TO RI 110.17' TH N 55 DEG W
163.24' TH NWLY ALG CURV TO LF 31.56' TH S 5 DEG E 407.35' TO POB

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: July 15, 2025

STAFF: Brian L. Harker, Planner

PROJECT NAME: Rezoning for Front Yard Fencing

CASE NUMBER/REQUEST: **Case 25-100-15 – Rezoning – 201 E. Partridge Avenue** – A request to rezone the property at 201 E. Partridge Avenue from R-18/PUD (Moderate Density Residential) and C-1 (Neighborhood Commercial) to C-1 (Neighborhood Commercial).

APPLICANT/OWNER: Vlad Skots

PROPERTY ADDRESS: 201 E. Partridge Avenue

SURROUNDING ZONING/LAND USE:

North:	C-1 (Neighborhood Commercial) R-18/PUD (Moderate Density Residential/Planned Unity Development)	Restaurant Condominiums
South:	C-2 (General Commercial)	Kansas City Southern Railroad Auto Dealership
East:	R-18/PUD (Moderate Density Residential/Planned Unit Development)	Bellevista Condominiums
West:	C-1 (Neighborhood Commercial)	Parking Lot

PUBLIC NOTICE:

- Letters to property owners – June 24, 2025
- Public Notice published in the Independence Examiner – June 28, 2025
- Signs posted on property – June 27, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on August 18, 2025 and the public hearing/second reading on September 2, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Vlad Skots to rezone property at 201 E. Partridge Avenue from C-1 (Neighborhood Commercial) and R-18 (Moderate Density Residential) to C-1 (Neighborhood Commercial).

Current Zonings:	C-1 (Neighborhood Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)	Proposed Zoning:	C-1 (Neighborhood Commercial)
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Current/Continued Use: Office Building

Zoning History:

The subject site is composed of a portion of Lot 9 of the Commissioners' Plat of Oldham Estates (recorded in 1910), and an unplatted tract of land. It is approximately 55,000 ft² (1.23 ac) in size.

Upon adoption of the Zoning Ordinance, in 1965, the subject site was designated an M-1 (Light Manufacturing) zoning classification. City Council adopted Ordinance No. 4831, in December of 1977, amending the zoning classification of the subject site to C-P-1 (Planned, Neighborhood Commercial) and R-P-3 (Planned, Moderate Density Residential). The zoning district boundary related to this rezoning bisected the subject site.

Real estate records indicate the subject site was developed in 1986 and consists of a four-story building containing approximately 30,300 ft² of floor area. The site is supplied with 87 parking spaces.

Upon the adoption of the Unified Development Ordinance, in 2009, the zoning classification for the subject site was updated to C-1 (Neighborhood Commercial) and R-18/PUD (Moderate Density Residential/Planned Unit Development). The zoning classification of the subject site has remained a mix of commercial/residential since City Council adopted Ordinance No. 4831 in 1977.

Proposal:

The applicant seeks to rezone the property, which has two zonings, to entirely C-1 to eliminate the residential zoning of the building's east parking lot. The purpose of creating the single zoning on the lot is to clear the encumbrances for getting a building permit and variance for a proposed wrought-iron fence that will enclose the property including the front parking lot. Approval of the variance will not eliminate the requirement to maintain the opaque screen (no mesh) on the east side of this property.

Physical Characteristics of Property:

The property contains a four-story, red brick office building with bands of dark tented windows. The property has east and north side parking lots. The east parking lot is on the portion of the property that is zoned R-18/PUD. The structure and the north parking lot are on the portion of the property zoned C-1.

Characteristics of the Area:

There are both residential and commercial uses in vicinity of the property. To the north of the property lies a Chinese restaurant, to the west lies an underutilized parking lot, to the east is a community of residential condominiums and to the south is the Kansas City Southern Railroad, and beyond that an automobile dealership.

ANALYSIS

Consistence with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan’s objective to, “Increase Jobs.” Rezoning this property will ensure continued commercial use.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Community Commercial uses. The Tools and Policies to promote business and jobs, looks to, “facilitate development-ready sites.” The construction of this structure was in the mid-1980’s.

Sub-Area Plans:

This property is in the Noland Now Plan area.

Zoning:

The proposed R-18/PUD (Moderate Density Residential) zoning classification allows for two-family and multiple-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). The western half of the property is zoned C-1 (Neighborhood Commercial). Allowed uses include offices, retail shops, hair salons, services, restaurants and various other related uses.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with these properties.

Public Utilities:

All utilities are already in place.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP investments planned for this section of the S. Noland Road corridor at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

- 1. Conformance of the requested zoning with the Comprehensive Plan.**
The Comprehensive Plan envisions Community Commercial uses for the area. Commercial zoning is appropriate given the existing development pattern of the site and area.
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
The property is within the Noland Now Plan area.
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
The proposed zoning is already established for the existing structure and will be compatible with the surrounding properties.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

Again, the proposed zoning is already established for the existing structure. This is to rezone the east parking lot.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The structure and use of the property is already established. Again, this is to rezone the east parking lot.

6. The length of time the subject property has remained vacant as zoned.

The property is occupied.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. There are no new uses.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If the rezoning is denied, the property owners and buyers may have trouble obtaining building permits to make improvements (like fencing).

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Proposed steel fence
9. Aerial Imagery
10. Comprehensive Plan map
11. Zoning map



Commercial/Industrial/Flex/Retail/Office/Land/Investment Realtors and Property Management

President
Myron W. Haith

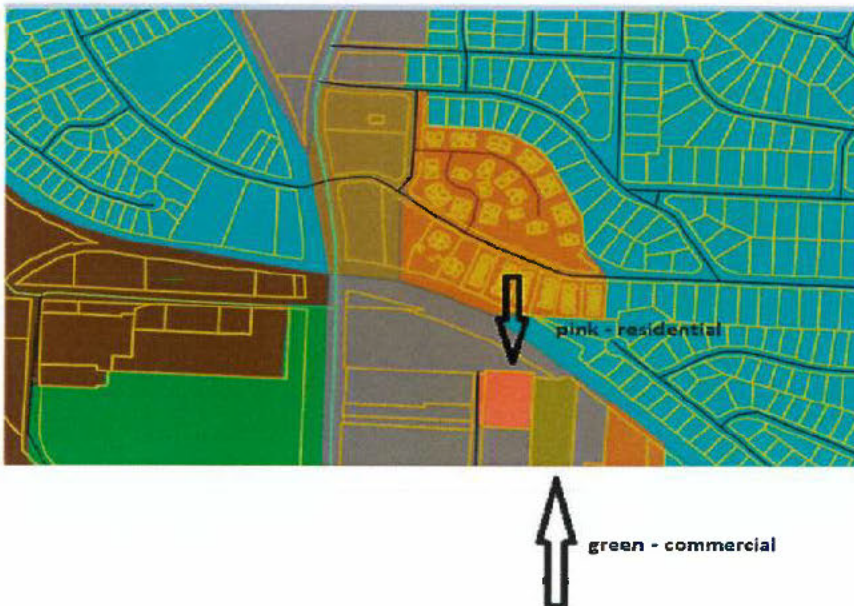
Managing Principal
Joshua S. Haith

Bond Business Center

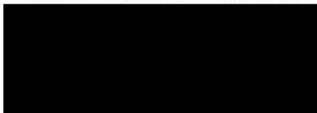


Cover Sheet

This letter certifies as an attachment to the Re-zoning application. The current parcel is grandfathered one portion of the parcel as residential and the other portion commercial. The owner requests to have the entire parcel re-zoned as commercial as this is the only usage being maintained. No parking spaces or building contained on the parcel is available to the adjacent neighbors.



Thank you
Vlad Skots – Owner



Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Plaza 201 Re-Zoning

Project Name

201 E. Partridge Ave Independence, MO

Project Address/Location

55,078	1.26	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
1/2 of zoning residential	Entire zoning commercial	1/2 Res / 1/2 Comm	Entire land commercial
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ✓ ☒ Application Fee ✓ ☒ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☒ One PDF copy of a plat map or site plan ✓ ☒ Legal Description of the property in question ✓
--	---

Contact Information

Applicant

Carolyn Dino USKO, Inc.

Name	Company

Architect/Engineer/Surveyor/Other: N/A

Name	Company

Address

Phone Email

Owner

Vlad Skots VS Capital, LLC

Name	Company

Architect/Engineer/Surveyor/Other: N/A

Name	Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.


 Applicant's Signature

5/13/25
 Date

Vladimir Skots
 Owner's Signature

05/13/2025
 Date

Appendix B - Property Owner Notification Letter City of Independence, Missouri

Date: 7/10/2025

Case No. 25-100-15

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☒ Rezoning

☐ Rezoning/PUD

☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Rezone half of parcel from Residential to commercial

Applicant: VS Capital, LLC

Location of Property: 201 E. Partridge

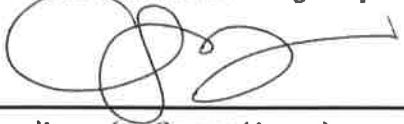
Planning Commission Meeting Date: July 15th, 2025, at 6:00 p.m.

City Council Meeting Date: September 2nd, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.



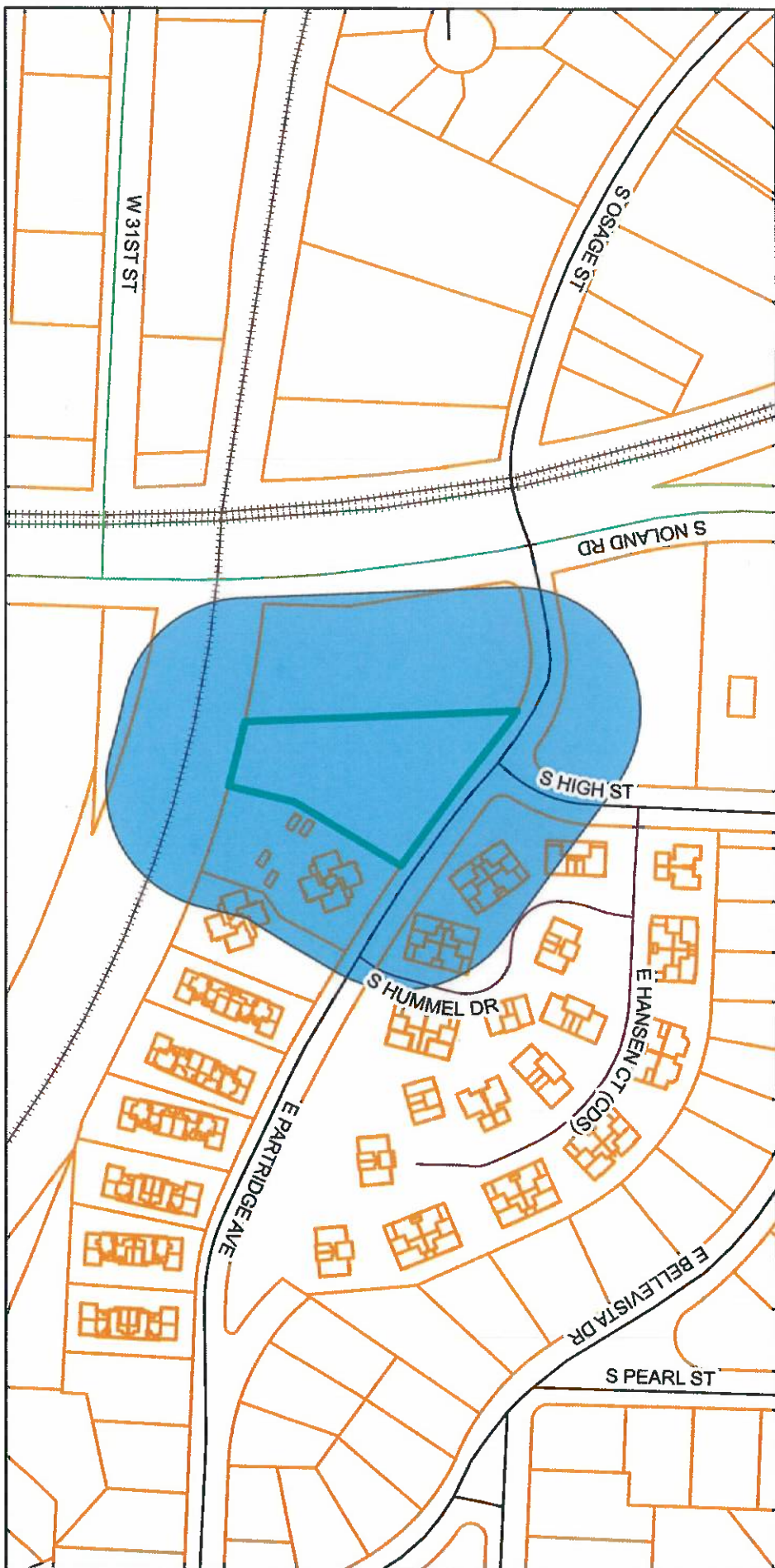
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
2002 S HUMMEL DR	OSIEK BRIAN M & SHERRY L	17303 E 6TH TER CT N	INDEPENDENCE	MO	64056
2003 S HIGH ST	PITTS EVELYN L	2003 S HIGH ST UNIT 30	INDEPENDENCE	MO	64055
2004 S HUMMEL DR	ELGAN CONNIE LE	2004 S HUMMEL DR	INDEPENDENCE	MO	64055
2005 S HIGH ST	PREJEAN DOROTHY	2005 S HIGH ST	INDEPENDENCE	MO	64055
2006 S HUMMEL DR	DOWNEY DONNA L	2006 S HUMMEL DR	INDEPENDENCE	MO	64055
2007 S HIGH ST	HATTON CINDY LANE	2007 S HIGH ST	INDEPENDENCE	MO	64055
2008 S HUMMEL DR	NICHOLAS SANDRA MICHELLE & ROBERT JR	2008 S HUMMEL DR	INDEPENDENCE	MO	64055
201 E PARTRIDGE ST	VS CAPITAL LLC	11290 POINT EAST DR STE 200	RANCHO CORDOVA	CA	95742
2010 S HUMMEL DR	COGBURN DEBORAH & WILLIAMSON PAUL	2010 S HUMMEL DR	INDEPENDENCE	MO	64055
2012 S HUMMEL DR	MCGRAW CAROL R-TRUSTEE	2012 S HUMMEL DR	INDEPENDENCE	MO	64055
2014 S HUMMEL DR	WILLIAMS JULIA M	2014 S HUMMEL DR	INDEPENDENCE	MO	64055
220 E PARTRIDGE ST	JOY SUZIE TRUST DATED 04/14/2017	220 E PARTRIDGE ST	INDEPENDENCE	MO	64055
222 E PARTRIDGE ST	REEDER SHARLEEN	222 E PARTRIDGE ST	INDEPENDENCE	MO	64055
230 E PARTRIDGE ST	ASHLEY VERONICA	230 PARTRIDGE AVE	INDEPENDENCE	MO	64055
232 E PARTRIDGE ST	LESH RALPH F & LESH JANIS D	232 E PARTRIDGE ST	INDEPENDENCE	MO	64055
2931 S NOLAND RD	LIANG PROPERTY LLC	2931 S NOLAND RD	INDEPENDENCE	MO	64055
3001 S NOLAND RD	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050
301 E PARTRIDGE ST	FISHER TIMOTHY	303 E PARTRIDGE AVE # 1 UNIT 45	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST	GAMBLE JOHN S	301 PARTRIDGE	J INDEPENDENCE	MO	64055
301 E PARTRIDGE ST	STICKNEY DEBRA	301 E PARTRIDGE ST APT L	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT A	HAMILTON RICHARD G	301 E PATRIDGE APT A	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT B	O'ROURKE BETTY J & HOLM LINDA	301 E PARTRIDGE AVE UNIT B	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT C	PETERS DEBRA A	301 E PARTRIDGE ST	C INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT D	STARKE GARY R	301 E PARTRIDGE AVE UNIT D	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT E	CARMICHAEL DEBORA L	301 E PARTRIDGE ST UNIT 29	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT F	SIMCOSKY MARK A & PATRICIA E	301 E PARTRIDGE ST	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT G	NASH NANNETTA B	301 E PARTRIDGE G	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT H	CALDERONE STEPHEN	301 E PARTRIDGE AVE UNIT H	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT I	EGGERS MARGARET L	301 E PARTRIDGE AVE APT 1	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT J	GAMBLE JOHN S	301 E PARTRIDGE AVE # J	INDEPENDENCE	MO	64055
301 E PARTRIDGE ST UNIT K	KIMBROUGH FRANKLIN D & SUZANNE B	11288 COUNTY ROAD 99	LILLIAN	AL	36549
301 E PARTRIDGE ST UNIT L	STICKNEY DEBRA	301 E PARTRIDGE ST APT L	INDEPENDENCE	MO	64055
303 E PARTRIDGE AVE UNIT L	ROUSH GARY D	303 E PARTRIDGE AVE UNIT L	INDEPENDENCE	MO	64055
303 E PARTRIDGE ST UNIT A	DAVIS DIANE M	303 E PARTRIDGE ST	INDEPENDENCE	MO	64050
303 E PARTRIDGE ST UNIT D	FENSOM WILLIAM F & GEORGIANNA F	303 E PARTRIDGE AVE	INDEPENDENCE	MO	64055
303 E PARTRIDGE ST UNIT E	EHRLICH DONALD B & NANCY M	303 PARTRIDGE AVE E	INDEPENDENCE	MO	64055
303 E PARTRIDGE ST UNIT H	ANDRADE ANTONIO OMAR SOLORZANO	303 E PARTRIDGE UNIT H	INDEPENDENCE	MO	64055
303 E PARTRIDGE ST UNIT I	FISHER TIMOTHY	303 E PARTRIDGE AVE # 1 UNIT 45	INDEPENDENCE	MO	64055
3101 S NOLAND RD	3101 S NOLAND INDEPENDENCE LLC	7450 E PROGRESS PL	GREENWOOD VILLAGE	CO	80111
CA RESIDENTIAL	BELLEVISTA CONDOMINIUM ASSOC	1354 FRANKLIN ST	ALTAMONTE SPRINGS	FL	32701-7924
CA RESIDENTIAL	BELLEVISTA CONDO ASSOC	311 E PARTRIDGE AVE	INDEPENDENCE	MO	64055

Notification Area Map

201 E Partridge Ave



Prepared For: Board of Adjustment
 Meeting Date: May 15, 2025

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

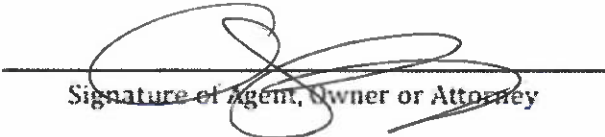
COUNTY OF JACKSON

Case No. 25-100-15

I, Carolyn Davis of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. The list of property owners to whom notice has been mailed is attached.

These notices were mailed on the 10th day of July, 2025.


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 31st day of July, 2025

Delaney Peters
Notary Public

3/6/28
Commission Expiration Date

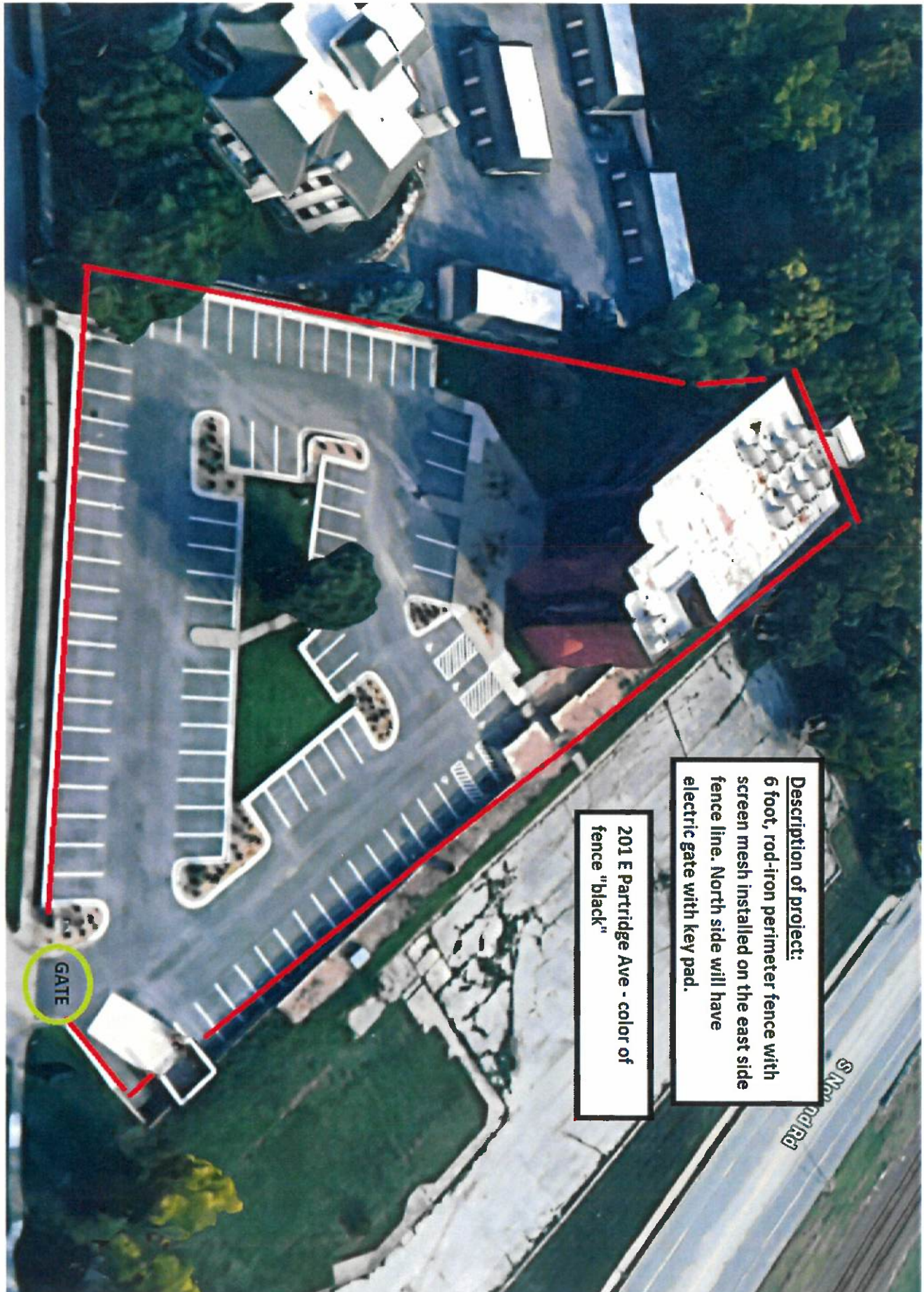
DELANEY PETERS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 06, 2028
Commission Number: 24013103

CLASSIC™



Experience traditional grace.

The extended pickets — topped with arrow-pointed spears — of this classic style capture the look of traditional wrought iron fencing. Single, double and arched walk gates are also available to match this style.



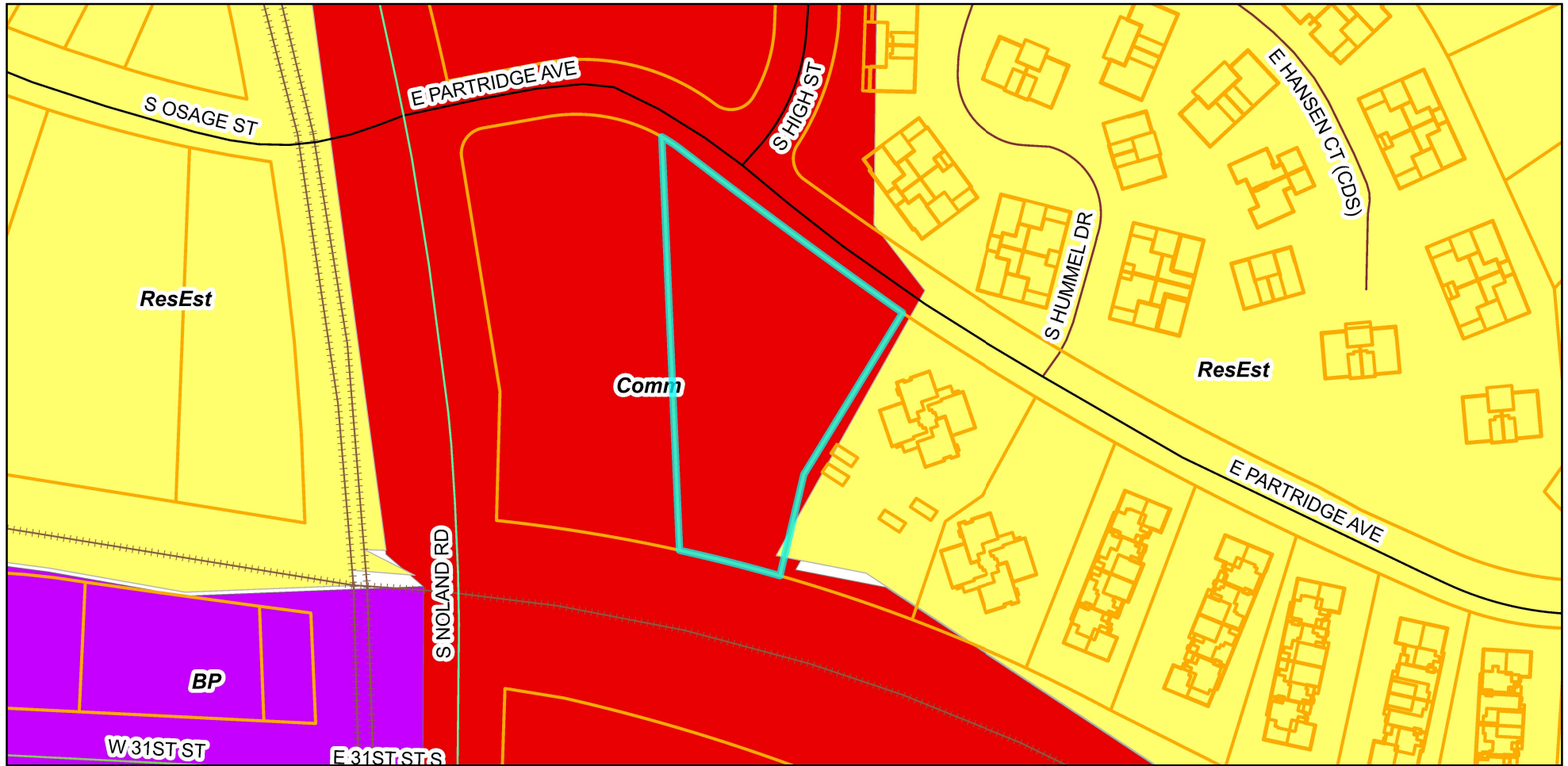
Description of project:
6 foot, rod-iron perimeter fence with screen mesh installed on the east side fence line. North side will have electric gate with key pad.

201 E Partridge Ave - color of fence "black"

Comprehensive Plan

201 E Partridge Ave

Case #25-100-15



Legend

Parcels

Comprehensive Plan

Residential Neighborhoods

Community Commercial

Business Park

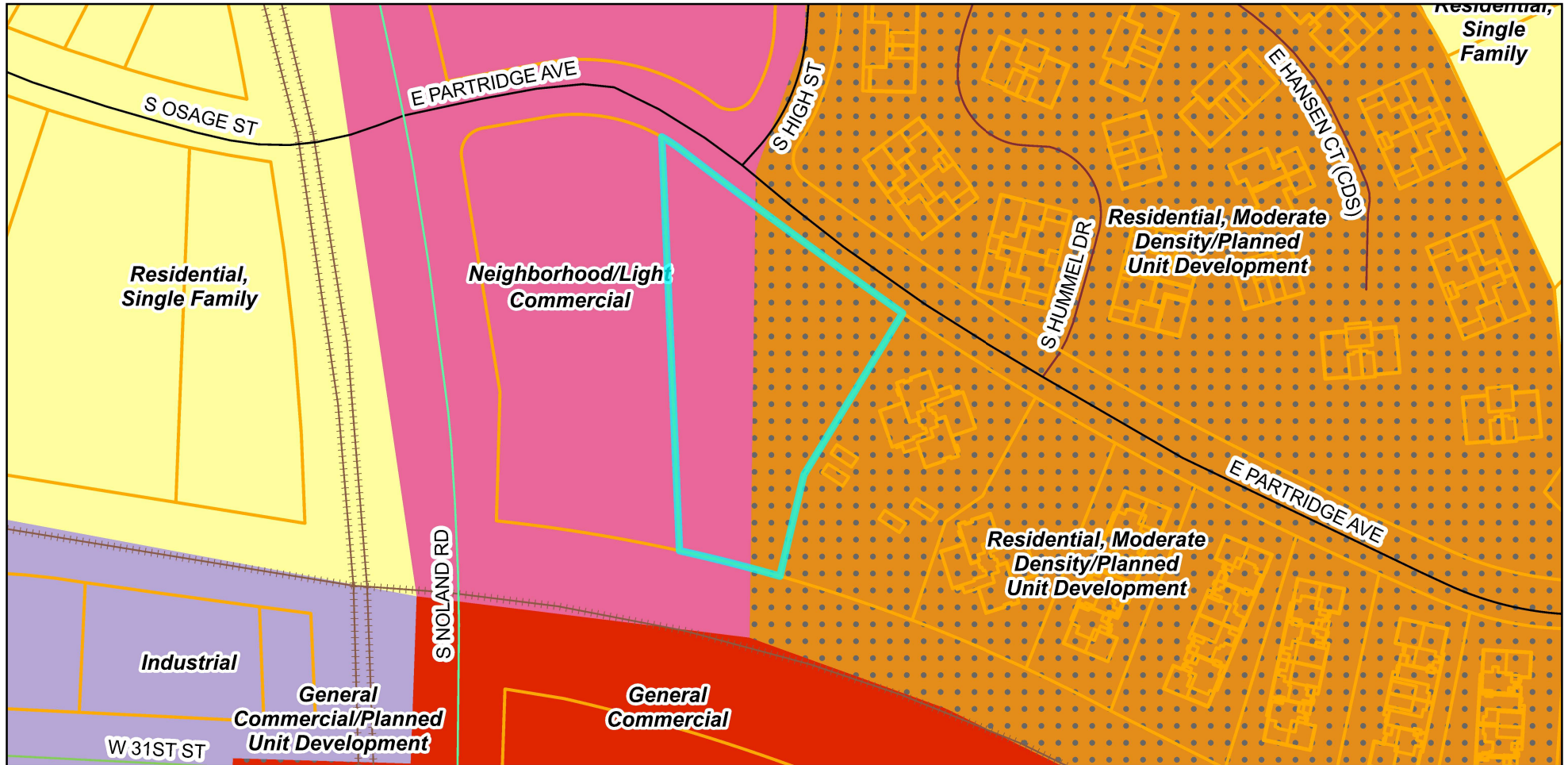
Prepared For: Planning Commission
Meeting Date: July 15, 2025



Zoning Map

201 E Partridge Ave

Case #25-100-15



Legend

Parcels	C-2	R-18/PUD
Zoning District	C-2/PUD	R-6
C-1	I-1	

0 50 100 200 US Feet
|-----|-----|-----|-----|

Prepared For: Planning Commission
Meeting Date: July 15, 2025





Planning Commission Minutes

July 15, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 7/15/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Michael Young. Absent - Jose Torres.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested Case 25-600-03 be pulled off the Consent Agenda.

1. **Planning Commission Minutes – June 24, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Amended Consent Agenda.

Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-600-03 - Special Sign Permit – 11601 E. US 40 Highway** – A request by Wal-Mart for approval of a special sign.

In response to Commissioner Nesbitt's question, Mr. Glaser explained why a special sign permit is required for this application.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-15 – Rezoning – 201 E. Partridge Avenue** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial) to C-1 (Neighborhood Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser explained that this is a corrective rezoning.

In response to Commissioner Nesbitt's question, Mr. Glaser stated the fence will be considered by the Board of Adjustment on Thursday.

Applicant Comments

Lila Skots, 404 NE Pavillion Dr, Grain Valley, stated fencing is one of the goals because of several issues they've had with homeless and crime on the property.

In response to Commissioner Nesbitt's question, Ms. Skots said the primary reason for the rezoning is because of the crime in the area, including loitering, illegal dumping and a recent shooting.

In response to Commissioner O'Neill's question, Ms. Skots said they're requesting the fence be between 4 to 6 feet tall.

Public Comments

Steven Calderone, 301 E. Partridge, stated he's against the fence and stated there is a homeless camp in the area. He stated he has signed petitions for those who live at 301 Partridge who are against their request for a fence.

Commissioner Comments

Chairwoman Wiley noted that the Planning Commission is only looking at the zoning and not details about the fence.

In response to Commissioner Ashbaugh's question, Mr. Arroyo explained the fence for residential buffer will still be required. Mr. Arroyo said the Board of Adjustment will discuss and decide on the fence in the front of the lot.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-200-05 – Special Use Permit – 11037 E. Winner Road** – A request by Englewood Market to operate a convenience store.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Ali Hassan 700 Lakeshore Drive, Raytown, stated

Cosum Hassan 11307, stated they plan to sell fast hot food like fried chicken and fish, drinks, small grocery items and snacks. He said after talking with the Englewood Neighborhood District, they have decided not to sell liquor and tobacco and they will not be open after 9 p.m.

Public Comments

Tammy Parsons, 11100 E. Winner Road, stated she lives in Englewood and owns a business in Englewood. She stated Englewood already has a convenience store and a diner where people can get hot fast food. Ms. Parsons said she's concerned about traffic and trash in the area and stated she doesn't believe Englewood needs another convenience store.

Teresa Dorsch, 1817 S. Appleton Ave, stated she's not really for or against having a new business in Englewood, but she is worried about another convenience store in Englewood. She said when they met with the Hassan's, they also agreed to not have any games of chance. She said they also were not aware that this business would be in the Arts District.

In response to Chairwoman Wiley's question, Mr. Hassan said being in the Arts District they would want to have a very nice sign and would talk to the building owner to see if they could paint the outside. Mr. Hassan also noted they would like to sell the work of local artists.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Arroyo said Englewood has a special zoning district. Mr. Arroyo said because this is a Special Use Permit, there could be conditions added pertaining to what can be sold and what time they could close at night.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JULY 29, 2025

ADJOURNMENT

The meeting was adjourned at 7:02 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-074 **1R** An ordinance approving a Special Use Permit to operate a convenience store at 11037 East Winner Road, in Independence, Missouri. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend the approval of case 25-200-05, an application for a Special Use Permit to allow a convenience store without fuel sales at 11037 E Winner Rd with the following conditions:

1. The applicant must comply with all use regulations as prescribed by Section 14-426.
2. The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official.
3. The applicant must obtain and maintain an Independence business license in accordance with Chapter 5 of the City Code.
4. The applicant must obtain and maintain an Independence health permit in accordance with Chapter 11 of the City Code.

A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh– Yes

Commissioner O’Neill – No

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – No

The motion passed 4-2 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: The applicant seeks special use permit approval for a convenience store.

PROPOSAL: Whereas a convenience store is defined by City of Independence Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for any proposed convenience store less than 500 feet from any residence, church, school, or park.

The applicant has provided a floor plan indicating the sale of prepackaged goods, refrigerated groceries, fountain drinks, and site-prepared food. The applicant's description of the use states the hours of operation will be from 6 am to 11 pm 7 days a week, deliveries will be via the rear parking lot between 6 am and 10 am, outdoor lighting includes LED fixtures with full cut-offs to direct the light downward as well as a monitored alarm system.

Currently, the applicant has not indicated any sales of prepackaged liquor. If, however, they wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council.

Pending the City Council's determination, the applicant will need to complete a tenant-finish commercial building permit for the planned layout of the store. At that time, the city will inspect the interior of the commercial space and issue a certificate of occupancy prior to operations.

PHYSICAL CHARACTERISTICS OF THE PROPERTY: This parcel contains a total area of approximately 8,400 ft². The site consists of a multi-tenant commercial building. City records indicate a total of four commercial suites within this commercial building. County records indicate the structure was built in 1940.

An existing tenant space, approximately 2,250 ft² in size, is intended to be used for the convenience store. The commercial space consists of a kitchen, display shelves, a walk-in cooler, and a soda fountain.

The subject site lies at the corner of Winner Road and Harvard Avenue. The primary entrance to the commercial space is located off Winner Road.

ZONING HISTORY: The subject site is part of Lot 1 Block 6 of the Englewood subdivision recorded in 1886. At the time of recording, the subject site was located outside of the corporate limits of Independence. It was later annexed in 1948.

Upon the adoption of the Zoning Ordinance in 1965, the property was designated a C-2 (General Commercial) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site remained C-2 (General Commercial). In 2011, the City Council adopted Ordinance No. 17795 changing the zoning district classification of the subject site to ARTS (Arts District).

CHARACTERISTICS OF THE AREA: The subject site is located along Winner Road within the Arts District. This area contains a multitude of commercial spaces and land uses, including general retail; personal services; office space; art galleries; restaurants; and museum and cultural centers.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The proposed special use permit is supported by Independence for All, Strategic Plan's goals of

increasing economic prosperity of the community by growing business.

Comprehensive Plan Guiding Land Use Principles:

Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

Historic and Archeological Sites:

The subject site is not located within any historical and/or archaeological sites.

Public Utilities:

All public utilities exist and are available to serve the proposed use.

Floodplain/Stream Buffer:

The subject site is not affected by waterways, stream buffers, or floodplains.

CIP Investments:

Winner Road Complete Streets is planned for fiscal year 2025-2026 and plans to improve both vehicular and non-motorized mobility by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes to Winner Road from US 24 Highway to Hedges Avenue.

Parking and Sidewalks:

Street parking is available for businesses located in the Arts District. An existing parking lot is located in the rear of the multi-tenant commercial building.

REVIEW CRITERIA:

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

The proposed convenience store fits within the character of the neighborhood. The existing commercial space can accommodate this proposed use.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

The Arts District zoning classification is intended to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses and to promote a strong pedestrian character. The proposed convenience is compatible with the purpose of the Arts District zoning classification.

3. The impact of the proposed use on public facilities.

No adverse impacts to public facilities are expected.

- 4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

The subject site could accommodate the proposed use.

- 5. The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

No detrimental effects are foreseen for the use of enjoyment of property in the area.

- 6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

No environmental harm caused by the proposed use is foreseen. The convenience store will be located within an existing commercial space.

- 7. The extent to which there is a need for the use in the community.**

The proposed use is in the vicinity of a mix of personal services, cultural centers and museums, and neighborhoods. This proposed use fits within the character of the existing neighborhood.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores.

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040's recommendations for Business & Jobs.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

The proposed convenience store may add a long-term commercial tenant to this Arts District corridor, aiding in the sustainability and revitalization of the area.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-200-05
2. SUP Staff Report 25-200-05
3. Cover Letter
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Site Plan
10. Floor Plan
11. Store menu image
12. Zoning Map
13. Comprehensive Plan Map
14. Planning Commission Meeting Minutes 07-15-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A CONVENIENCE STORE AT 11037 EAST WINNER ROAD, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence, requesting approval of a Special Use Permit to allow for the operation of a convenience store at 11037 E Winner Rd, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on July 15, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 4-2; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

ENGLEWOOD; PT OF LOT 1 BLK 6 DAF: BEG AT PT ON N LI SD LOT 62.12' E OF; NW COR THOF TH E ALG SD N LITO NE COR SD LOT TH S ALG E LI; SD LOT 82.43' TH W ALG LI 80' N OF & PARA TO S LI SD LOT 1; TO A PT 62.12' E OF W LI SDLOT TH N 83.16' TO POB

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

- 1) The applicant must comply with all use regulations as prescribed by Section 14-426.
- 2) The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official.
- 3) The applicant must obtain and maintain an Independence business license in accordance with Chapter 5 of the City Code.
- 4) The applicant must obtain and maintain an Independence health permit in accordance with Chapter 11 of the City Code.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: July 15, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Englewood Market

CASE NUMBER/REQUEST: **Case 25-200-05 – Special Use Permit – 11037 E Winner Rd** – A request by Englewood Market to operate a convenience store.

APPLICANT: Ali Hassan, Blue Market, LLC

OWNER: John R Dillon

PROPERTY ADDRESS: 11037 E Winner Rd

SURROUNDING ZONING/LAND USE:

North: Arts District / General Retail, and Personal Services
East: Arts District / Medical Service (Dentist)
South: Arts District / Nonprofit Educational Institution
West: Arts District / Personal Services, and Museum

PUBLIC NOTICE:

- Letters to property owners – June 25, 2025
- Public Notice published in the Independence Examiner – June 28, 2025
- Signs posted on property – June 27, 2025

FURTHER ACTION:

Following action by the Planning Commission, this special use request is scheduled for first reading by the City Council on August 18, 2025 and the public hearing/second reading on September 2, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

- 1) The applicant must comply with all use regulations as prescribed by Section 14-426.
- 2) The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official.
- 3) The applicant must obtain and maintain an Independence business license in accordance with Chapter 5 of the City Code.
- 4) The applicant must obtain and maintain an Independence health permit in accordance with Chapter 11 of the City Code.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: The applicant seeks special use permit approval for a convenience store.

Current Zoning: Arts District

Current Use: Vacant

Proposed Use: Convenience Store

Square Footage of Commercial Space: 2,250ft²

Zoning History:

The subject site is part of Lot 1 Block 6 of the Englewood subdivision recorded in 1886. At the time of recording, the subject site was located outside of the corporate limits of Independence. It was later annexed in 1948.

Upon the adoption of the Zoning Ordinance in 1965, the property was designated a C-2 (General Commercial) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site remained C-2 (General Commercial). In 2011, the City Council adopted Ordinance No. 17795 changing the zoning district classification of the subject site to ARTS (Arts District).

Proposal:

Whereas a convenience store is defined by City of Independence Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for any proposed convenience store less than 500 feet from any residence, church, school, or park.

The applicant has provided a floor plan indicating the sale of prepackaged goods, refrigerated groceries, fountain drinks, and site-prepared food. The applicant's description of the use states the hours of operation will be from 6 am to 11 pm 7 days a week, deliveries will be via the rear parking lot between 6 am and 10 am, outdoor lighting includes LED fixtures will full cut-offs to direct the light downward as well as a monitored alarm system.

Currently, the applicant has not indicated any sales of prepackaged liquor. If, however, they wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council.

Pending the City Council's determination, the applicant will need to complete a tenant-finish commercial building permit for the planned layout of the store. At that time, the City will inspect the interior of the commercial space and issue a certificate of occupancy, prior to operations.

Physical Characteristics of Property:

This parcel contains a total area of approximately 8,400 ft². The site is comprised of a multi-tenant commercial building. City records indicate a total of four commercial suites within this commercial building. County records indicate the structure was built in 1940.

An existing tenant space, approximately 2,250 ft² in size, is intended to be used for the convenience store. The commercial space consists of a kitchen, display shelves, walk-in cooler, and a soda fountain.

The subject site lies at the corner of Winner Road and Harvard Avenue. The primary entrance to the commercial space is located off Winner Road.

Characteristics of the Area:

The subject site is located along Winner Road within the Arts District. This area contains a multitude of commercial spaces and land uses including general retail; personal services; office space; art galleries; restaurants; and museum and cultural centers.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The proposed special use permit is supported by Independence for All, Strategic Plan's goals of increasing economic prosperity of the community by growing business.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

Historic and Archeological Sites:

The subject site is not located within any historical and/or archaeological sites.

Public Utilities:

All public utilities exist and are available to serve the proposed use.

Floodplain/Stream Buffer:

The subject site is not affected by waterways, stream buffers, or floodplains.

CIP Investments:

Winner Road Complete Streets is planned for fiscal year 2025-2026 and plans to improve both vehicular and non-motorized mobility by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes to Winner Road from US 24 Highway to Hedges Avenue.

Parking and Sidewalks:

Street parking is available for businesses located in the Arts District. An existing parking lot is located in the rear of the multi-tenant commercial building.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
The proposed convenience store fits within the character of the neighborhood. The existing commercial space can accommodate this proposed use.
2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**

The Arts District zoning classification is intended to preserve and enhance the area as a center for a variety of retail, business services, housing and office uses and to promote a strong pedestrian character. The proposed convenience is compatible with the purpose of the Arts District zoning classification.

3. **The impact of the proposed use on public facilities.**

No adverse impacts to public facilities are expected.

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

The subject site could accommodate the proposed use.

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

No detrimental effects are foreseen for the use of enjoyment of property in the area.

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

No environmental harm caused by the proposed use is foreseen. The convenience store will be located within an existing commercial space.

7. **The extent to which there is a need for the use in the community.**

The proposed use is in the vicinity of a mix of personal services, cultural centers and museums, and neighborhoods. This proposed use fits within the character of the existing neighborhood.

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores.

9. **The extent to which public facility and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040's recommendations for Business & Jobs.

11. **The extent to which the use will impact sustainability or revitalization of a given area.**

The proposed convenience store may add a long-term commercial tenant to this Arts District corridor, aiding in the sustainability and revitalization of the area.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Floor Plan
9. Store Menu Image
10. Zoning Map
11. Comprehensive Plan Map

Blue Mart llc

11037 E Winner Rd Independence,Mo 64052

816-585-4933

06/23/2025

Cover Letter for Retail Store

Dear City of Independence

I am submitting this cover letter as part of our application to open and operate a new convenience store located at 11037 E Winner Rd Independence,Mo 64052. The store will offer standard convenience items as well as fresh hot food, including fried chicken and fish.In response to your request, we've provided the following additional information:

- **Hours of Operation:**
Monday–Sunday: 6:00 AM – 11:00 PM
- **Plan for Delivery of Retail Goods:**
Delivery trucks will access the site using the rear parking lot. All deliveries will be made during non-peak business hours (between 6:00 AM and 10:00 AM) to minimize disruption. Drivers will unload directly through the designated rear service door, which leads into the stockroom.
- **Outdoor Lighting Plan (Section 14-426-04):**
Our lighting plan includes full cut-off LED fixtures at all building entrances, parking areas, and around the perimeter to enhance visibility and public safety while complying with city lighting standards.
- **Alarm System Plan (Section 14-426-06):**
We will install a monitored security alarm system, including intrusion detection, motion sensors, and exterior cameras. This system will be professionally monitored 24/7 to ensure safety and loss prevention.
- **Compliance with Use Regulations (Section 14-426):**
The store will comply with all relevant city use regulations, including:
 - An automatic door lock system after hours
 - Height strip decals at entrances
 - No loitering signage posted visibly

- Clearly lit and visible entry/exit points
- **Walk-in Cooler Usage:**
The walk-in cooler at this location will be used strictly for soft drinks, juice, water, energy drinks.

Please let us know if there is any additional information or clarification we can provide. We look forward to working with the city and moving this project forward in full compliance with your guidelines.

Sincerely,

Blue mart llc

11037 E Winner Rd Independence, Mo 64052

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: Englewood Market

Project Address/Location: 11037 E Winner Rd

Sq. Ft. of Building: ± 1,800 ft² Acreage: 2,000 ft² Number of Lots/Tracts: 1 Stream Buffer (Yes or No): No

Existing Zoning: ARTS Proposed Zoning: - Existing Land Use: Vacant Proposed Land Use: Convenience Store

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ☒ Application Fee ☐ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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Contact Information

Applicant

Owner

Name: Ali Hassan Company: Blue Mart LLC Name: John R Dillon ~ landlord

Architect/Engineer/Surveyor/Other: _____

Architect/Engineer/Surveyor/Other: _____

Name

Company

Name

Company

Address

Address

Phone

Email

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature

Date

Owner's Signature

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 06/25/2025

Case No. 25-200-05

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☒ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: CONSTRUCTION OF GROCERY STORE WITH
COMMERCAIL KITCHEN

Applicant: ALI HASSAN, OWNER (BLUE MART LLC)

Location of Property: 11037 E WINNER ROAD

Planning Commission Meeting Date: JULY 15TH, 2025, at 6:00 p.m.

City Council Meeting Date: SEPT. 2ND, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.



Applicant (or Owner/Agent)

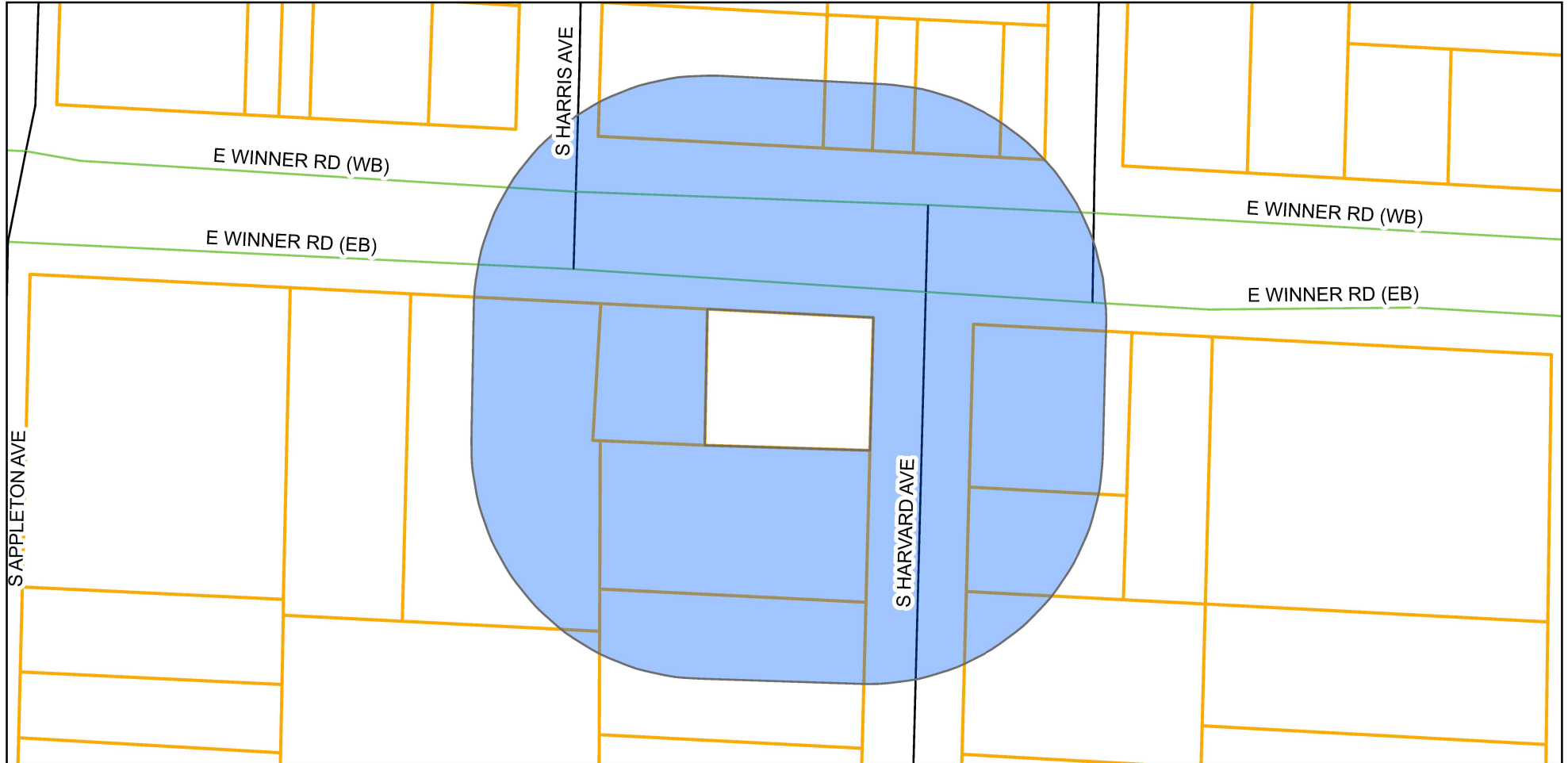
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
10923 E WINNER RD	WILLIAMS WADE H III-TRUSTEE	13001 WORNALL RD	KANSAS CITY	MO	64145
11000 E WINNER RD	IRON REALTY COMPANY LLC	1725 S HARRIS	INDEPENDENCE	MO	64052
11014 E WINNER RD	LAWRENCE LYMAN R JR	11014 E WINNER RD	INDEPENDENCE	MO	64052
11016 E WINNER RD	E & P INVESTMENT CO	4501 N HICKORY LN	KANSAS CITY	MO	64116
11020 E WINNER RD	THREE TRAILS TRADING POST & OUTPOST LLC	715 S PARK ST	INDEPENDENCE	MO	64052
11025 E WINNER RD	BAMBAM TRUST DATED 02-23-2023	8530 LAMAR	OVERLAND PARK	KS	66207
11026 E WINNER RD	DAVIS MARK R & MCDONALD RANDY L	11026 E WINNER RD	INDEPENDENCE	MO	64052-3865
11105 E WINNER RD	BEAUREGARD MICHAEL J & TERRI A	11105 WINNER RD	INDEPENDENCE	MO	64052
1802 S HARVARD AVE	DILLON JOHN R	2504 SW STILL MEADOWS LN	BLUE SPRINGS	MO	64015
1808 S HARVARD AVE	AMERICAS FAMILY LEARNING CENTER	1808 HARVARD	INDEPENDENCE	MO	64052
1810 S HARVARD AVE	JOHNSON BRIAN D & SARAH A	1819 N CHATHAM CIR	KANSAS CITY	MO	64154
1811 S HARVARD AVE	MARTINEZ GLORIA	702 S CRYSLER AVE	INDEPENDENCE	MO	64052
1815 S HARVARD AVE	COOMES BRANDON T	1815 S HARVARD AVE	INDEPENDENCE	MO	64052

Notification Area Map

11037 E Winner Rd

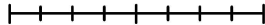
Case #25-200-05



Legend

-  Notification Area
-  Parcels



0 40 80 160 US Feet


Prepared For: Planning Commission
Meeting Date: July 15, 2025

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-05

I, ALI HASSAN, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 25TH day of JUNE, 2025.

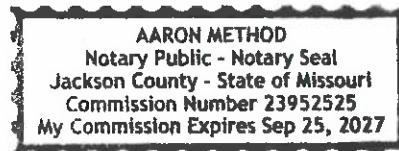


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 25th day of June, 2025.



Notary Public



Sep 25, 2027

Commission Expiration Date

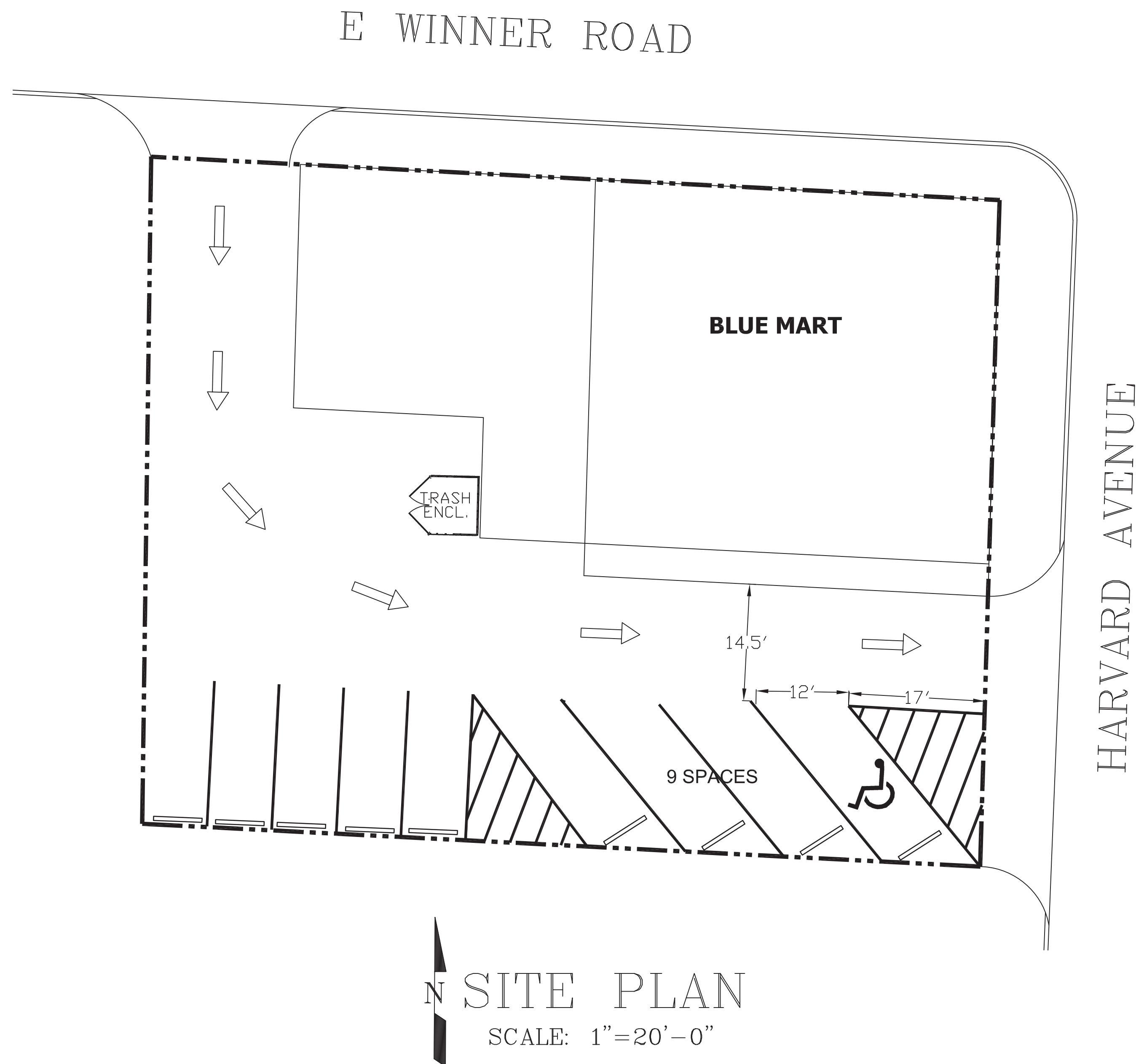


THE FIRE HYDRANT IS LOCATED IN THE EAST
MEDIAN OF WINNER AND HARVARD INTERSECTION.

THE PREMISE HAS EXISTING WATER, SEWER AND GAS CONNECTIONS AND THESE SHALL BE USED FOR THE NEW USE. THE ELECTRIC SERVICE IS 400 AMPS AND IS ADEQUATE FOR THE NEW USE. ALSO THERE IS EXISTING GREASE INTERCEPTOR AND SAMPLING MANHOLE ALONG THE SOUTH PROPERTY LINE AND THESE SHALL BE CLEANED AND REPORT PROVIDED TO INSPECTION DEPARTMENT BEFORE CERTIFICATE OF OCCUPANCY.

THE PREMISES WAS PREVIOUSLY A CHURCH AND BEFORE THAT A RESTAURANT, THE PARKING LOT IS IN GOOD CONDITION AND WILL REQUIRE RE-STRIPING.

THERE ARE 9 EXISTING PARKING SPACES BEHIND THE BUILDING AND ALSO CITY NEIGHBORHOOD PARKING (22 SPACES) IN FRONT OF THE BUILDING.



ENGLEWOOD; PT OF LOT 1 BLK 6 DAF: BEG AT PT ON N LI

[illegible]

BLUE MART GROCERY STORE

11037 E WINNER ROAD
INDEPENDENCE, MISSOURI

CODE ANALYSIS

GOVERNING CODES:

- INTERNATIONAL BUILDING CODE,	2018
- INTERNATIONAL MECHANICAL CODE,	2018
- NATIONAL ELECTRIC CODE,	2017
- INTERNATIONAL PLUMBING CODE,	2018
- INTERNATIONAL FIRE CODE,	2018
- AMERICAN NATIONAL STANDARD, ANSI A117.1,	2009

CONSTRUCTION TYPE:	V-B
OCCUPANCY GROUP:	M
PREVIOUS USE - CHURCH	A2

AREAS & OCCUPANT LOADS

BUILDING AREA:
BLUE MART 2,250 SQ. FT.

OCCUPANT LOAD

GROCERY STORE 2250 SFT @ 60 SFT/PERSON = 38 PERSONS

TOTAL OCCUPANT LOAD = 38 PERSONS

REQUIRED EXIT WIDTH:

DOORS = $0.2 \times 38 \text{ PERSONS} = 7.6"$
SO, MAIN EXIT REQUIRED = 1 PROVIDED = 2
WIDTH SHOWN = 3' ENTRANCE, REAR ENTRANCE = 3'

LIST OF DRAWINGS

No.	Description
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CODE ANALYSIS

A0 CODE ANALYSIS & SITE PLAN

ARCHITECTURAL DRAWINGS

A1 GENERAL FLOOR PLAN
A2 REFLECTED CEILING & FINISH PLAN

MEP DRAWINGS

E1 LIGHTING & POWER PLAN
M1 MECHANICAL PLAN
M2 HOOD PLAN & DETAILS
MEP1 MEP SPECIFICATIONS AND NOTES
P1 UNDERGROUND PLUMBING AND DETAILS

CODE ANALYSIS & SITE PLAN	
Project number	2025-125
Drawn by	KRE
Checked by	DWH
A0	



BLUE MART

11037 E WINNER RD INDEPENDENCE, MO 64052

1



CLASSIC CHEESE BURGER MEAL

WITH MEAL-\$8.99
INCLUDES FRIES & 16OZ DRINK
WITHOUT MEAL: \$6.99

2



BBQ BURGER MEAL

WITH MEAL-\$8.99
INCLUDES FRIES & 16OZ DRINK
WITHOUT MEAL: \$6.99

3



CHICKEN CHEESE BURGER MEAL

WITH MEAL-\$8.99
INCLUDES FRIES & 16OZ DRINK
WITHOUT MEAL: \$6.99

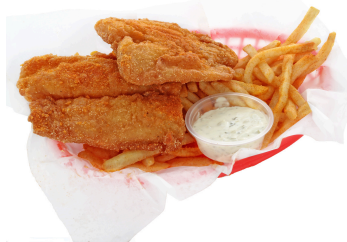
4



CHICKEN TENDER MEAL-4PC

WITH MEAL-\$9.99
INCLUDES FRIES & 16OZ DRINK
WITHOUT MEAL: \$7.99

5



FISH & FRIES

\$9.99
INCLUDES FRIES & 16OZ DRINK

6



HOT WINGS MEAL

WITH MEAL-\$9.99
INCLUDES FRIES & 16OZ DRINK
WITHOUT MEAL: \$7.99

Zoning Map

11037 E Winner Rd

Case #25-200-05



Legend

Parcels

Zoning District

ARTS

C-2

O-1

R-12

R-30/PUD

0 50 100 200 US Feet

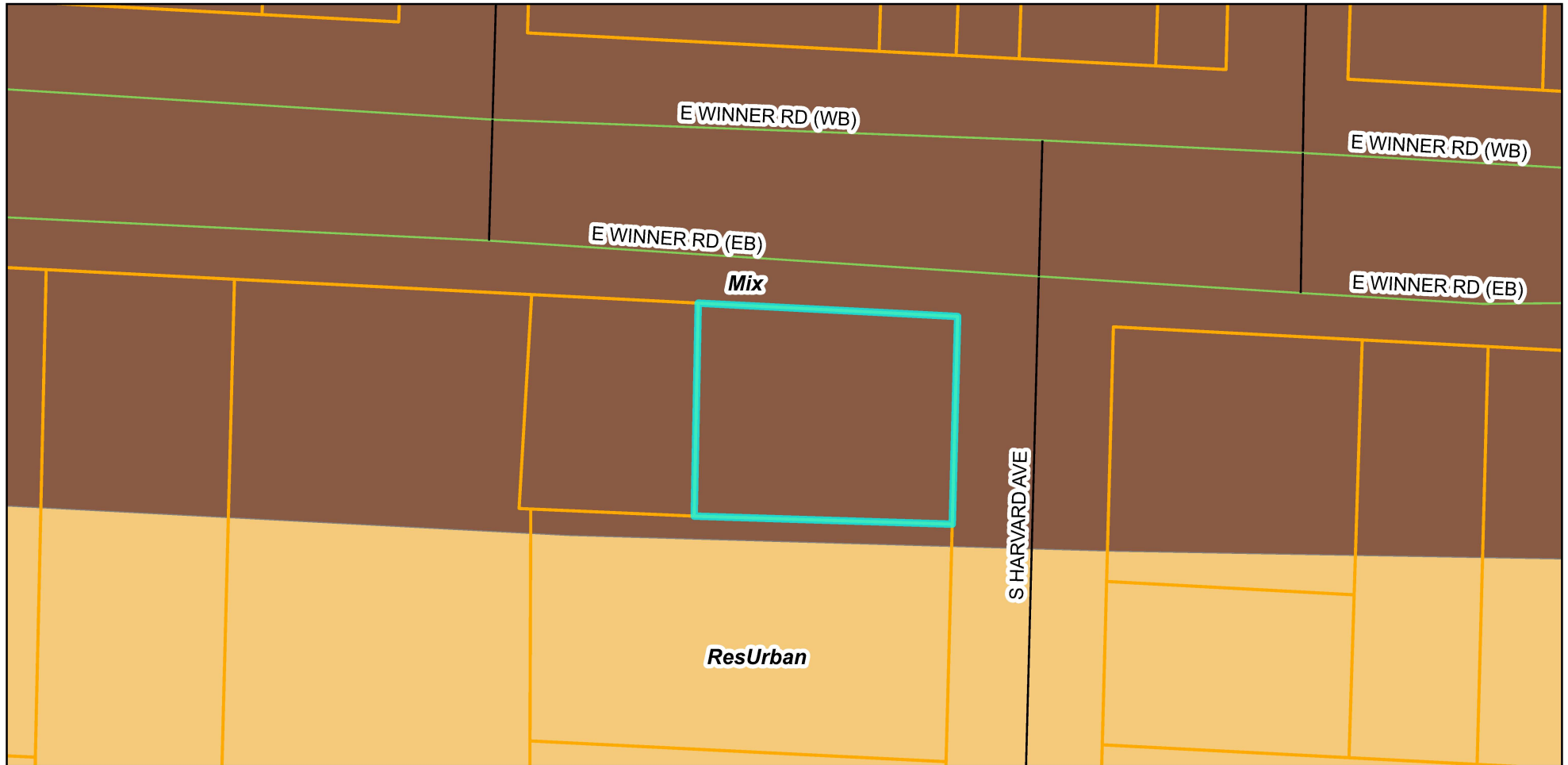
Prepared For: Planning Commission
Meeting Date: July 15, 2025



Comprehensive Plan

11037 E Winner Rd

Case #25-200-05



Legend



Parcels

Comprehensive Plan

-  Residential Urban Neighborhoods
-  Mixed Use

0 50 100 200 US Feet

Prepared For: Planning Commission
Meeting Date: July 15, 2025





Planning Commission Minutes

July 15, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 7/15/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Michael Young. Absent - Jose Torres.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested Case 25-600-03 be pulled off the Consent Agenda.

1. **Planning Commission Minutes – June 24, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Amended Consent Agenda.

Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-600-03 - Special Sign Permit – 11601 E. US 40 Highway** – A request by Wal-Mart for approval of a special sign.

In response to Commissioner Nesbitt's question, Mr. Glaser explained why a special sign permit is required for this application.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-15 – Rezoning – 201 E. Partridge Avenue** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial) to C-1 (Neighborhood Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser explained that this is a corrective rezoning.

In response to Commissioner Nesbitt's question, Mr. Glaser stated the fence will be considered by the Board of Adjustment on Thursday.

Applicant Comments

Lila Skots, 404 NE Pavillion Dr, Grain Valley, stated fencing is one of the goals because of several issues they've had with homeless and crime on the property.

In response to Commissioner Nesbitt's question, Ms. Skots said the primary reason for the rezoning is because of the crime in the area, including loitering, illegal dumping and a recent shooting.

In response to Commissioner O'Neill's question, Ms. Skots said they're requesting the fence be between 4 to 6 feet tall.

Public Comments

Steven Calderone, 301 E. Partridge, stated he's against the fence and stated there is a homeless camp in the area. He stated he has signed petitions for those who live at 301 Partridge who are against their request for a fence.

Commissioner Comments

Chairwoman Wiley noted that the Planning Commission is only looking at the zoning and not details about the fence.

In response to Commissioner Ashbaugh's question, Mr. Arroyo explained the fence for residential buffer will still be required. Mr. Arroyo said the Board of Adjustment will discuss and decide on the fence in the front of the lot.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-200-05 – Special Use Permit – 11037 E. Winner Road** – A request by Englewood Market to operate a convenience store.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Applicant Comments

Ali Hassan 700 Lakeshore Drive, Raytown, stated

Cosum Hassan 11307, stated they plan to sell fast hot food like fried chicken and fish, drinks, small grocery items and snacks. He said after talking with the Englewood Neighborhood District, they have decided not to sell liquor and tobacco and they will not be open after 9 p.m.

Public Comments

Tammy Parsons, 11100 E. Winner Road, stated she lives in Englewood and owns a business in Englewood. She stated Englewood already has a convenience store and a diner where people can get hot fast food. Ms. Parsons said she's concerned about traffic and trash in the area and stated she doesn't believe Englewood needs another convenience store.

Teresa Dorsch, 1817 S. Appleton Ave, stated she's not really for or against having a new business in Englewood, but she is worried about another convenience store in Englewood. She said when they met with the Hassan's, they also agreed to not have any games of chance. She said they also were not aware that this business would be in the Arts District.

In response to Chairwoman Wiley's question, Mr. Hassan said being in the Arts District they would want to have a very nice sign and would talk to the building owner to see if they could paint the outside. Mr. Hassan also noted they would like to sell the work of local artists.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Arroyo said Englewood has a special zoning district. Mr. Arroyo said because this is a Special Use Permit, there could be conditions added pertaining to what can be sold and what time they could close at night.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JULY 29, 2025

ADJOURNMENT

The meeting was adjourned at 7:02 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-075 **1R** An ordinance approving a Final Plat for Little Blue Estates–Plat 1B located on Quail Drive west of Jackson Drive in Independence, Jackson County, Missouri. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the final plat of Little Blue Estates, Plat 1B with the following conditions:

1. Name the plat, "Little Blue Estates, Plat 1B," at the top and in the text.
2. From south to north, address the properties as, "2117, 2121, 2125 and 2129 S. Quail Drive
3. The Municipal Services Director signature block should be removed and a Municipal Services Engineer block for Alexander Lopez should be created.
4. Include a note of the plat, "According to the FEMA Flood Insurance Rate Map Number 29095C0304G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain. Base flood elevations determined."

A second to the motion was made by Commissioner Nesbitt. The City Planning Commission voted as follows:

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Yes

Commissioner Torres - Absent

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:**PROJECT DESCRIPTION:**

A request by Kevin Stallings, D&D Residential Development, LLC, to approve a Final Plat the property located on S. Quail Drive two blocks north of E. Necessary Road.

Background and Proposal:

This proposal, Little Blue Estates, Plat 1B, is a four-lot extension to the first phase of what was to be a three-phase project that will consist of 93 lots and 2 common tracts. Tract B, constructed in a later phase, will contain a community swimming pool. Tract A, which is

located southeast of the development along the north side of E. Necessary Road, will provide the location for stormwater detention basin. Again, the single-family residential lots will contain homes with a price point from \$450,000 to \$550,000. Footprints will range from 1,500 to 1,800 square feet. There will be reverse 1½ story models, ranch models and 2-story models.

Physical Characteristics of Property:

The four proposed lots and the accompanying Quail Drive right-of-way are on a relatively level portion of the property. All four lots will abut Independence School District property envisioned for the development of a future high school. The north lot would abut S. Quail Drive frontage to contain the driveway to the proposed school. The applicant is creating a segment of right-of-way for S. Quail Drive that will align Quail Drive in the First Plat with the right-of-way to the east of Little Blue Elementary and north of this Plat 1B.

Characteristics of the Areas:

Flanking the four lots to the east, north and west is all Independence School District Property. There are no plans currently to develop the flat field to the west. The field to the north and to the east is the proposed site of a future high school. The remainder of the proposed Little Blue Estates subdivision is to the south.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historical or archeological issues with this property.

Public Utilities:

Power and Water utilities are available in the rights-of-way and easements abutting the property. A Sanitary Sewer line abuts the northern edge of the 1st Plat and runs southward toward Eagle Court that is being relocated. Another line is located near S. Old Mill Avenue in the Prairie Landing addition.

Floodplain/Stream Buffer:

On the Preliminary Plat, the applicant identified the portion of the development west of this proposed plat as being within the Stream Buffer Ordinance area of a 1st Order Stream and a federally defined floodplain. This phase lays outside both the 1st Plat and Plat 1B.

Storm Water:

In conjunction with Phase 1, the detention basin (Tract A) is to be constructed, in accordance with Chapter 20 of the City Code, to detain stormwater for all phases of the project.

Public Improvements and Access:

Access to Little Blue Estates – Plat 1B will be from the south via E. Necessary Road (reached through Prairie Landing) and from the north via Quail Drive.

CIP Investments:

The city does not have any capital improvement projects planned near this area.

Covenants (CC&R's):

A copy of the CC&R's was recorded with the first final plat.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-320-03
2. New Final Plat Staff Report- 25-320-03
3. D&D Development Zoning App_Redacted
4. Application Narrative
5. Letter of Purpose Vacation
6. PLAT 1B Little Blue Estates
7. Modified PRELIMINARY PLAT
8. Quail Drive-Right-of-Way Re-Alignment_Signed & Sealed
9. Planning Commission Meeting Minutes 07-29-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR LITTLE BLUE ESTATES-PLAT 1B LOCATED ON QUAIL DRIVE WEST OF JACKSON DRIVE IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by D&D Residential Development, LLC, requesting approval of the final plat entitled "Little Blue Estates-Plat 1B," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on July 29, 2025, and rendered a report to the City Council recommending the plat be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the final plat entitled "Little Blue Estates-Plat 1B" is a subdivision located in:

All that part of the North Half of Section 9, Township 49 North, Range 31 West of the Fifth Principal Meridian, now in the City of Independence, Jackson County, Missouri and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of said Section 9; thence North 02°54'30" East along the East line of the Southeast Quarter of said Northwest Quarter a distance of 893.65 feet to the Southeast corner of REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER and the Northeast corner of LITTLE BLUE ESTATES, 1ST PLAT, both being subdivisions of land in said City, County and State and the POINT OF BEGINNING; thence North 87°46'10" West along the South line of said LOT 1 and the North line of said LITTLE BLUE ESTATES, 1ST PLAT a distance of 115.01 feet to the East Right-of-way line of South Quail Drive, as now established; thence along said East Right-of-way line Northerly and Northeasterly along a curve to the right whose initial tangent bears North 02°55'15" East, having a radius of 270.00 feet, a central angle of 35°38'07" and an arc length of 167.93 feet to a point of reverse curvature; thence Northeasterly and Northerly along said reverse curve to the left being tangent to the last described course, having a radius of 330.00 feet, a central angle of 21°11'56" and an arc length of 122.10 feet; thence South 72°22'58" East a distance of 137.51 feet; thence South 02°54'30" West a distance of 12.23 feet; thence South 36°04'02" West a distance of 138.37 feet; thence South 27°18'25" West a distance of 60.34 feet; thence South 24°54'49" West a distance of 51.76 feet to the POINT OF BEGINNING.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Name the plat, "Little Blue Estates, Plat 1B," at the top and in the text.
2. From south to north, address the properties as, "2117, 2121, 2125 and 2129 S. Quail Drive
3. The Municipal Services Director signature block should be removed and a Municipal Services Engineer block for Alexander Lopez should be created.
4. Include a note of the plat, "According to the FEMA Flood Insurance Rate Map Number 29095C0304G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain. Base flood elevations determined."

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: July 29, 2025

STAFF: Brian Harker, Planner

PROJECT NAME: Little Blue Estates, Plat 1B

CASE NUMBER/REQUEST: **Case 25-320-03 – Final Plat – Little Blue Estates, Plat 1B** – A request for approval of a Final Plat located west of Jackson Drive and north of Necessary Road.

APPLICANT/OWNER: Kevin Stallings, D&D Residential Development, LLC

PROPERTY LOCATION: S. Quail Drive two blocks North of E. Necessity Road

SURROUNDING ZONINGS/LAND USES:

North: R-6 (Single-Family Residential)...large, undeveloped school district tract
South: R-6 (Single-Family Residential)...Little Blue Estates, 1st Plat
East: R-6 (Single-Family Residential)...large, undeveloped school district tract
West: R-6 (Single-Family Residential)...undeveloped school district tract

FURTHER ACTION:

Following action by the Planning Commission, this final plat request is scheduled for council First read on August 18, 2025 and second read September 2, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Name the plat, "Little Blue Estates, Plat 1B," at the top and in the text.
2. From south to north, address the properties as, "2117, 2121, 2125 and 2129 S. Quail Drive
3. The Municipal Services Director signature block should be removed and a Municipal Services Engineer block for Alexander Lopez should be created.
4. Include a note of the plat, "According to the FEMA Flood Insurance Rate Map Number 29095C0304G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain. Base flood elevations determined."

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: Kevin Stallings requests Final Plat approval of Little Blue Estates, Plat 1B located west of N. Jackson Drive and north of E. Necessary Road.

Current Zoning: R-6 (Single-Family Residential)

Current Use: Undeveloped tract

Proposed Use: 0.7882 acres +/-

Background and Proposal:

This proposal, Little Blue Estates, Plat 1B, is a four-lot extension to the first phase of what was to be a three-phase project that will consist of 93 lots and 2 common tracts. Tract B, constructed in a later phase, will contain a community swimming pool. Tract A, which is located southeast of the development along the north side of Necessary Road, will provide the location for stormwater detention basin. Again, the single-family residential lots will contain homes with a price point from \$450,000 to \$550.00. Footprints will range from 1,500 to 1,800 square feet. There will be reverse 1½ story models, ranch models and 2-story models.

Physical Characteristics of Property:

The four proposed lots and the accompanying Quail Drive right-of-way is on a relatively level portion of the property. All four lots will abut Independence School District property envisioned for the development of a future high school. The north lot would abut Quail Drive frontage to contain the driveway to the proposed school. The applicant is creating a segment of right-of-way for Quail Drive that will align Quail Drive in the First Plat with the right-of-way to the east of Little Blue Elementary and north of this Plat 1B.

Characteristics of the Areas:

Flanking the four lots to the east, north and west is all Independence School District Property. There are no plans currently to develop the flat field to the west. The field to the north and to the east is the proposed site of a future high school. The remainder of the proposed Little Blue Estates subdivision is to the south.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Power and Water utilities are available in the rights-of-way and easements abutting the property. A Sanitary Sewer line abuts the northern edge of the 1st Plat and runs southward toward Eagle Court that is being relocated. Another line is located near Old Mill Avenue in the Prairie Landing addition.

Floodplain/Stream Buffer:

On the Preliminary Plat, the applicant identified the portion of the development west of this proposed plat as being within the Stream Buffer Ordinance area of a 1st Order Stream and a federally defined flood. This phase lays outside both the 1st Plat and Plat 1B.

Storm Water:

In conjunction with Phase 1, the detention basin (Tract A) is to be constructed, in accordance with Chapter 20 of the City Code, to detain stormwater for all phases of the project.

Public Improvements and Access:

Access to Little Blue Estates – Plat 1B will be from the south via Necessary Road (reached through Prairie Landing) and from the north via Qual Drive.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

Covenants (CC&R's):

A copy of the CC&Rs was recorded with the first final plat.

EXHIBITS

1. Application
2. Narrative
3. Letter of Vacation
4. Final Plat 1 B
5. Modified Preliminary Plat
6. Quail Drive ROW Align Materials



Planning & Zoning Application Form

Staff Use Only	
Case Number:	
PC/BOA Meeting:	
City Council Dates:	

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☒ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change

Project Information and Location

LITTLE BLUE ESTATES, 2ND PLAT

Project Name

South end of S. Quail Drive at North line of Little Blue Estates 1st Plat

Project Address/Location

	0.7882 Acres	4	NO
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-6	N/A	RESIDENTIAL	RESIDENTIAL
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

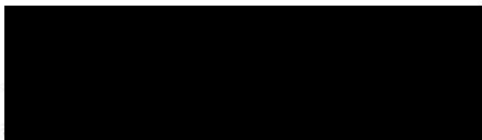
☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☒ Plat Map, Development Plan, or Other Map (24" x 36" & 8.5" x 11" hard copy, and electronic copy) ☒ Legal Description of the property in question
--	---

Contact Information

Applicant

Name: Kevin Stallings

Company: D & D Residential Development, LLC



Owner

Name: SAME AS APPLICANT

Company:

Address:

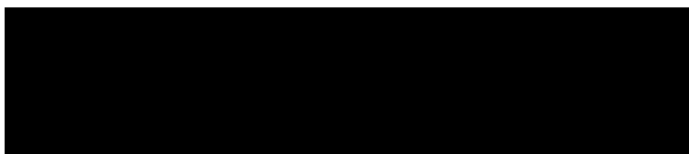
Phone:

E-mail:

Architect/Engineer/Surveyor/Other: SURVEYOR

Name: JEFF LOVELACE

Company: LOVELACE & ASSOCIATES



Architect/Engineer/Surveyor/Other:

Name:

Company:

Address:

Phone:

E-mail:

The applicant hereby agrees that the information provided above is accurate.


Applicant's Signature

6-16-2025
10-16-2025
Date

Owner's Signature

Date



Date: 06-16-2025

City of Independence, Missouri
 Community Development
 Planning Department

APPLICANT COVER LETTER

RE: Little Blue Estates, 2nd Plat

Little Blue Estates, 2nd Plat is a proposed 4-Lot Subdivision Plat located at the south end of S. Quail Drive where it abuts the north line of Little Blue Estates, 1st Plat.

The owner intends to sell lots and build homes on these four lots as part of the Little Blue Estates Development.

All infrastructure and utilities are under construction and available to the subject property.

May 10, 2023

Municipal Services

City of Independence

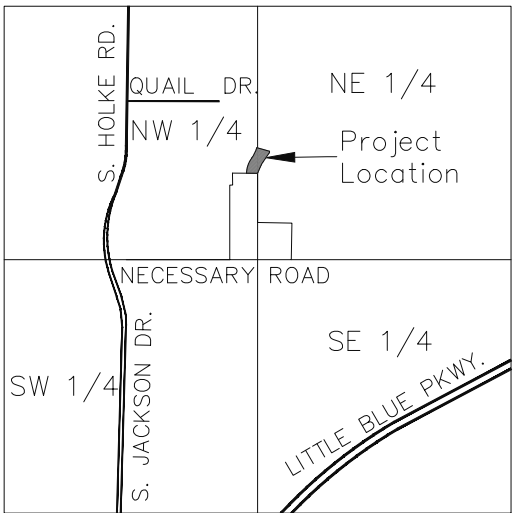
RE: Letter of Purpose

Right of way Vacation and Dedication for Quail Drive

Little Blue Estates Project

The purpose of the vacation and rededication of southern portion of right of way of Quail Drive, as shown on the plat, Replat of Lot 1 of ISD East Elementary Center-Lot 1, is to realign the right of way with Quail Drive, as shown on the plat, Little Blue Estates, First Plat, which shifted Quail Drive to the west to accommodate for lots on both sides of Quail Drive.

Final Plat
LITTLE BLUE ESTATES, 2ND PLAT
IN THE NE 1/4 & NW 1/4, SECTION 9-T49N-R31W
INDEPENDENCE, JACKSON COUNTY, MISSOURI



LOCATION MAP
SECTION
9-T49N-R31W
Scale 1" = 2000'

MISSOURI STATE PLANE COORDINATE TABLE
GEODETIC DATA-NAD 1983 (West Zone)
1 METER = 3,280.8333 FEET
2003 ADJUSTMENT PROJECT GRID FACTOR: 0.9999132

Coordinates shown hereon are Grid Coordinates
listed in feet and were derived from GPS
observations referenced to Missouri Department
of Natural Resources Monument JA-63

PLAT CORNER NUMBER	NORTHING (Y) COORDINATE	EASTING (X) COORDINATE
JA-63	1064760.514ft	2839250.116ft
PC-1	1060497.08ft	2834450.36ft
PC-2	1060501.55ft	2834335.49ft
PC-3	1060656.07ft	2834393.95ft
PC-4	1060763.29ft	2834450.86ft
PC-5	1060721.68ft	2834581.92ft
PC-6	1060709.46ft	2834581.30ft
PC-7	1060397.62ft	2834499.84ft
PC-8	1060544.02ft	2834472.16ft

PLAT LEGEND

R = Radius
L = Arc Length
 Δ = Delta / Central Angle
ITB = Initial Tangent Bearing
C/L = Centerline
U/E = Utility Easement
R/W = Right-of-Way
PC1 = Plat Corner Number

NE Corner, NW 1/4,
Section 9-T49N-R31W
Found 5/8" Iron Bar
W/HAJ Cap

S. QUAIL DRIVE
By Replat of Lot 1 of ISD
East Elementary Center

E. Line, NE 1/4, NW 1/4, Section 9-T49N-R31W
1315.34'
N02°19'16"E

NE Corner, SE 1/4, NW 1/4,
Section 9-T49N-R31W
By Plat of ISD East Elementary Center
Lot 1 and Tract A

E. Line, SE 1/4, NW 1/4, Section 9-T49N-R31W
160.38'
N02°54'30"E

LOT 1
REPLAT OF LOT 1
OF ISD EAST ELEMENTARY CENTER

LOT 93
8,918 S.F.
MBE=784.00

XXXX S. Quail Drive

LOT 92
8,574 S.F.
MBE=783.10

XXXX S. Quail Drive

LOT 91
8,400 S.F.
MBE=781.90

XXXX S. Quail Drive

LOT 90
8,441 S.F.
MBE=781.20

XXXX S. Quail Drive

SURVEYOR'S NOTES

- A current Title Commitment had not been provided by the owners as of the date of issuance of this Plat of Survey. This company has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD-83), West Zone, holding the East line of the SE 1/4 of the NW 1/4 of Section 9, Township 49 North, Range 31 West as North 02°54'30" East.
- Record Sources Include The Following:
 - Subdivision Plats: Replat of Lot 1 of ISD East Elementary Center, ISD East Elementary Center, Lot 1 and Tract A, Prairie Landing 1st Plat, Little Blue Estates 1st Plat.
 - Warranty Deed Doc. No. 200410031732, Warranty Deed Doc. No. 200410061291

MONUMENTATION

- Found section corner monumentation as noted hereon.
- Set 5/8" x 24" rebar with aluminum cap number 2580 unless noted otherwise.

Note: Upon completion of construction 1/2" x 24" rebar with plastic cap number 2580 shall be set at rear lot corners and at street centerline control points. Plus cuts on the prolongation of side lot lines shall be set in concrete curb face.

PROPERTY DESCRIPTION - PLAT BOUNDARY

Containing 34,334 square feet or 0.7882 acres more or less

All that part of the North Half of Section 9, Township 49 North, Range 31 West of the Fifth Principal Meridian, now in the City of Independence, Jackson County, Missouri and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of said Section 9; thence North 02°54'30" East along the East line of the Southeast Quarter of said Northwest Quarter a distance of 893.65 feet to the Southeast corner of REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER and the Northeast corner of LITTLE BLUE ESTATES, 1ST PLAT, both being subdivisions of land in said City, County and State and the POINT OF BEGINNING; thence North 87°46'10" West along the South line of said LOT 1 and the North line of said LITTLE BLUE ESTATES, 1ST PLAT a distance of 115.01 feet to the East Right-of-way line of South Quail Drive, as now established; thence along said East Right-of-way line Northerly and Northeasterly along a curve to the right whose initial tangent bears North 02°55'15" East, having a radius of 270.00 feet, a central angle of 35°38'07" and an arc length of 167.93 feet to a point of reverse curvature; thence Northeasterly and Northerly along said reverse curve to the left being tangent to the last described course, having a radius of 330.00 feet, a central angle of 21°11'56" and an arc length of 122.10 feet; thence South 72°22'58" East a distance of 137.51 feet; thence South 02°54'30" West a distance of 12.23 feet; thence South 36°04'02" West a distance of 138.37 feet; thence South 27°18'25" West a distance of 60.34 feet; thence South 24°54'49" West a distance of 51.76 feet to the POINT OF BEGINNING.

DEDICATION

The undersigned proprietors of the real estate described herein have caused the same to be subdivided in the manner shown on this plat, which subdivision and plat shall hereafter be known as:

"LITTLE BLUE ESTATES, 2ND PLAT"

EASEMENT DEDICATION

An easement is hereby granted to Independence, Missouri, and unto its successors and assigns, to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, electrical, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land designated utility easements (U/E). Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept free from buildings and any other obstructions which will interfere with the agents and employees of Independence, Missouri from going upon said easements and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works/Engineering. The Grantor, on behalf of himself, his heirs, assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 527.186 RSMo, (2005, any right to request restoration of rights previously transferred and vacation of the easements herein granted).

STREETS

Street right-of-way shown on the accompanying plat not heretofore dedicated to public use is hereby so dedicated.

BUILDING LINES

Building lines or setback lines are hereby established, as shown on the accompanying plat, and no building shall be built between this line and the lot line nearest thereto. All lots shall have a minimum 25' front yard setback, 5' side yard setback and 20' rear yard setback.

EXECUTION

IN TESTIMONY WHEREOF: D & D Residential Development, LLC, a Missouri Limited Liability Company, has caused these presents to be signed this ____ day of _____, 20____

D & D Residential Development, LLC

Kevin S. Stallings, (Managing Member)

ACKNOWLEDGMENT:

STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this ____ day of _____, 20____, before me the undersigned Notary Public, personally appeared Kevin S. Stallings, who being by me sworn did say that he is the Managing Member of D & D Residential Development, LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company as the free act and deed of said Limited Liability Company.

IN TESTIMONY THEREOF: I have hereunto set my hand and affixed my seal the day and year last written above.

My Commission Expires: _____
Notary Public

CITY OF INDEPENDENCE APPROVALS

This certifies that the within plat of LITTLE BLUE ESTATES, 2ND PLAT was submitted and approved by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance No. _____

APPROVED BY:

Tom Scannell
Community Development Director

Lisa Phelps
Municipal Services Director

Susanne Holland
City Clerk

COUNTY APPROVALS

Jackson County Assessment Department

Date

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, that the minor subdivision plat of "LITTLE BLUE ESTATES, 2ND PLAT" is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers, Professional Surveyors and Landscape Architects and the Missouri Department of Agriculture. I further certify that I have complied with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

Jeffrey B. Lovelace, PLS
Missouri Registration No. 2580

20' SCALE 0 1"= 20' 20'

FINAL PLAT
LITTLE BLUE ESTATES, 2ND PLAT
INDEPENDENCE, JACKSON COUNTY, MISSOURI

PREPARED FOR:

D & D RESIDENTIAL DEVELOPMENT, LLC
P.O. BOX 7014
LEE'S SUMMIT, MISSOURI 64064

Project No: 21164
Drawn By: JBL
Checked By: JBL
Date: 07-14-2024
Scale: 1" = 20'
File Name: 21164-2ND PLAT
Certificate of Authority: Missouri - 2002026538
Kansas - LS-154



LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street Lee's Summit, Missouri 64063
Phone: (816) 347-9997 Fax: (816) 347-9979

SHT 1 OF 1

FINAL PLAT

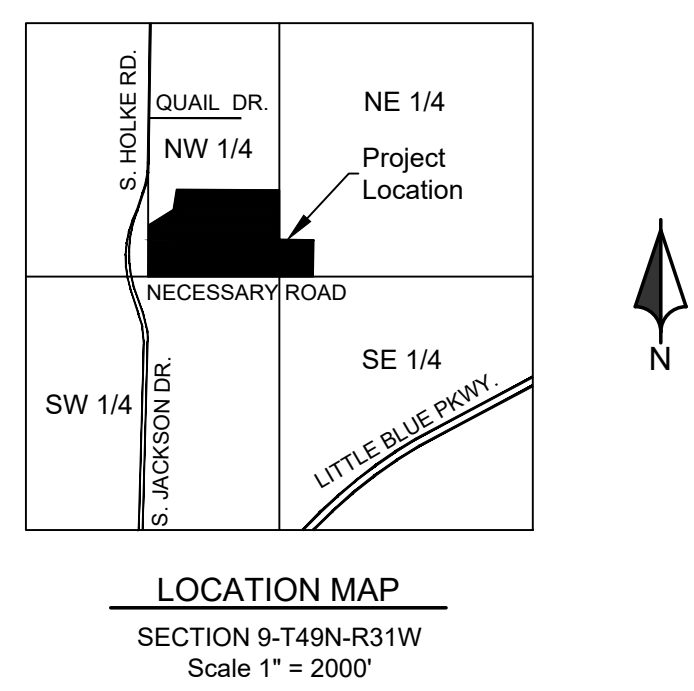
PRELIMINARY PLAT

"LITTLE BLUE ESTATES"

LOTS 1 THRU 93, TRACTS A & B

ALL THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$,
SECTION 9, TOWNSHIP 49 NORTH, RANGE 31 WEST,
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

- SHEET INDEX**
1. TITLE SHEET
 2. PRELIMINARY PLAT SHEET
 3. EXISTING CONDITIONS SHEET



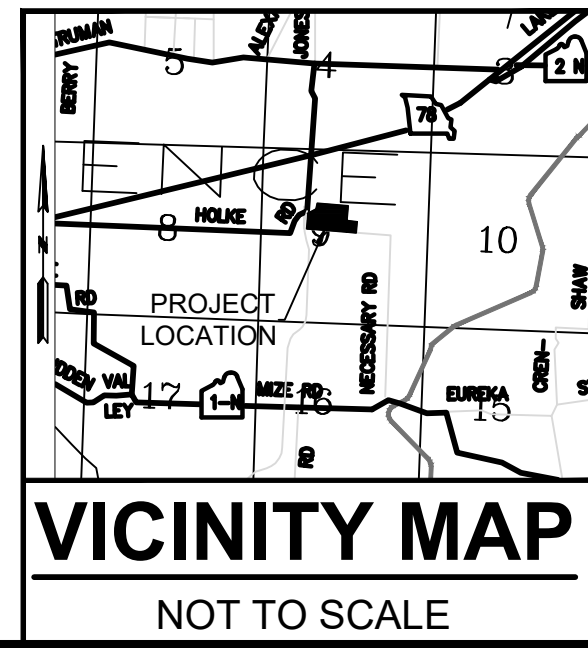
LEGAL DESCRIPTION:

All that part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter in Section 9, Township 49 North, Range 31 West in the City of Independence, Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Southeast Corner of the Northwest Quarter of said Section 9; thence North 02 degrees 54 minutes 30 seconds East, a distance of 20.00 feet to the North right-of-way line of Necessary Road, as now established and the POINT OF BEGINNING; thence North 88 degrees 12 minutes 54 seconds West, along the South line of said Northwest Quarter and the North right-of-way line of Necessary Road, as now established, a distance of 1255.90 feet; thence North 33 degrees 00 minutes 48 seconds East, a distance of 110.07 feet to the East right-of-way line of said Necessary Road; thence North 02 degrees 34 minutes 43 seconds East, along said East right-of-way line, a distance of 429.52 feet; thence North 59 degrees 41 minutes 27 seconds East, a distance of 295.00 feet; thence North 11 degrees 13 minutes 15 seconds East, a distance of 207.82 feet, to the South line of LOT 1, REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence South 87 degrees 46 minutes 10 seconds East, along said South line of LOT 1, a distance of 1045.94 feet, to the East line of said Northwest Quarter; thence South 02 degrees 54 minutes 30 seconds West, along said East line of the Northwest Quarter, a distance of 478.84 feet; thence South 87 degrees 05 minutes 30 seconds East, a distance of 340.00 feet; thence South 02 degrees 06 minutes 19 seconds West, a distance of 390.00 feet, to the South line of the Northeast Quarter of said Section 9; thence North 87 degrees 53 minutes 41 seconds West, along the South line of said Northeast Quarter, a distance of 345.50 feet, to the POINT OF BEGINNING. Containing 1,219,870.1 sq. ft. or 28.004 acres total.

NOTES:

1. Tracts "A and B" are intended for open space and shall be owned and maintained by the Little Blue Estates Home Owners' Association.
2. Lots 1 through 46 will be constructed in the First Phase.
Lots 47 through 67 will be constructed in the Second Phase.
Lots 68 through 89 will be constructed in the Third Phase.
3. Developer will construct infrastructure as needed to support the phasing shown on this plan. This would include items such as storm sewer, water distribution, and sanitary sewer. These items will be shown and detailed on the construction plans.
4. According to the FEMA Flood Insurance Rate Map Number 29095C0304G, Revised January 20, 2017, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain. Base flood elevations determined.
5. Maintenance of each lot will be provided by the individual lot owner.



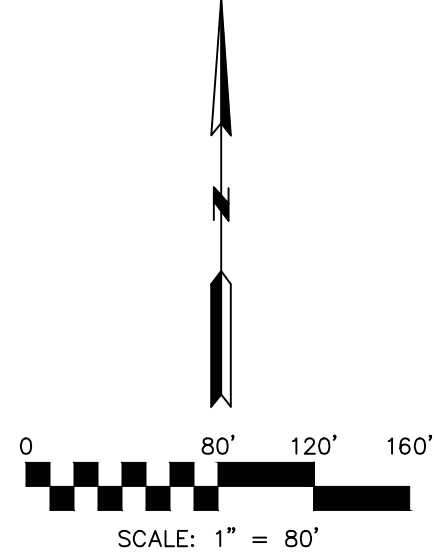
DEVELOPER
D & D DEVELOPMENT
1100 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MO 64064
(816) 223-7159
CONTACT - KEVIN STALLINGS

ENGINEER
Hg CONSULT, INC.
CONTACT - KEVIN STERRETT
1533 LOCUST STREET
KANSAS CITY, MO. 64108
(816) 703-7098

PRELIMINARY PLAT TITLE SHEET LITTLE BLUE ESTATES LOTS 1 THRU 89, TRACTS A, B, & C CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI	NO.	BY	DATE	REVISION
	1	BY	DATE	REVISION
	2	BY	DATE	REVISION
	3	BY	DATE	REVISION
	4	BY	DATE	REVISION
X-REF. NO. 21-021 Base				
DRAWING NO. 21-021 Preliminary Plat				
DATE March 28, 2022				
JOB NO. 21-021				
1	SHEET OF	3		

R. KEVIN STERRETT, MO E-2640
July 11, 2025

i8consult Inc.
engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE NO. E20100573 (MO) / E-1736 (KS) / LS 201905467



STREETS:
The right-of-way width of all public streets within the development shall be 50 feet as required for residential streets and shall have a street width of 28 feet, back of curb to back of curb. Existing Necessary Road from Old Mill Avenue to South Eagle Court shall be widened to have a pavement width of 24 feet with a 4 foot shoulder.

DRIVEWAY RESTRICTIONS:
No driveways will be allowed to access Necessary Road.

BUILDING SETBACKS:
All lots shall have a minimum 25' front yard setback, 5' side yard setback, and 20' rear yard setback.

SIDEWALKS:
Sidewalks shall be the responsibility of the individual lot owners. Sidewalk location shall be shown on the final plat.

SANITARY SEWERS:
A complete and useable sanitary sewer system shall be constructed so as to provide service to each lot in the subdivision. Said system to be designed and constructed in accordance with APWA, DNR, and City of Independence Standards. A portion of the existing sanitary sewer will be re-aligned as part of this development to incorporate the proposed lots. All proposed sanitary sewer lines shall be 8" PVC, SDR-26.

STORM WATER MANAGEMENT SYSTEM:
A storm sewer or drainage system shall be provided to adequately serve the subdivision. The enclosed storm sewer system shall have the capacity to handle storm water runoff for a 10-year storm at a "c" of 0.51. The storm water system shall also be capable of routing through the development the additional runoff from a 100-year storm. Additional runoff is the amount of storm water that cannot be carried by the enclosed system. Surface swales shall be provided over storm sewers to carry additional runoff. Where a sewer runs parallel to a street, the street shall serve as the surface swale. Storm water detention to be provided as required.

ZONING:
Property is currently Zoned R-6.

EASEMENTS:
Utility, drainage, grading easements and landscape easements shall be provided on the final plat upon completion of the construction plans.

LANDSCAPE REQUIREMENTS:
All landscaping shall be meet section 14-503 of the current UDO for the City of Independence. No Bufferyards are required because all adjacent properties are also zoned R-6.

WATER DISTRIBUTION SYSTEM:
A complete water distribution system shall be constructed so as to provide service to each lot in the subdivision. Said system to be designed and constructed in accordance with APWA, AWWA, and City of Independence Standards. Project water distribution system shall connect to the existing 8" lines in the SW quadrant of the intersection of Necessary Road and S Old Mill Ave and the SW quadrant of the intersection of Necessary Road and S Eagles Ct. All proposed water lines shall be 8" DIP.

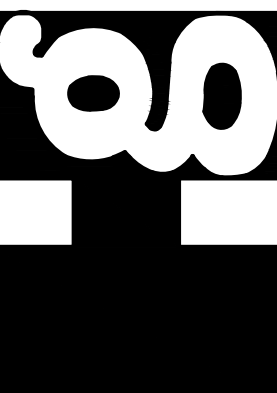
PROJECT DATA:
Proposed Use - Single Family
Project Area - 29.6 acres
Number of Lots - 89

COMMON AREA:
Tract A to be open space/landscape area
Tract B to be used for Pool & Playground
Tract C to be used for storm water detention

EROSION CONTROL:
The developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be come the responsibility of the individual lot owner at such time as the lot owner takes possession of the lot.

DATE	REVISION	BY	CHKD
07/11/25	SHOW FUTURE INDEPENDENCE SCHOOL DISTRICT ENTRANCE	SPW	RWS
07/12/24	PER CITY COMMENTS	SPW	RWS
06/17/22	PER CITY COMMENTS	SPW	RWS
05/20/22	PER CITY COMMENTS	SPW	RWS
04/01/22	SUBMITTED TO CITY OF INDEPENDENCE	SPW	RWS





i8 CONSULT

Inc

engineers
planners

1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE NO. E20100573 (MO.) / E-1736 (KS.) / LS 20190054567
July 11, 2025

PRELIMINARY PLAT

PRELIMINARY PLAT SHEET

LITTLE BLUE ESTATES

LOTS 1 THRU 89, TRACTS A, B, & C

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
21-021 Base

DRAWING NO.
21-021 Preliminary Plat

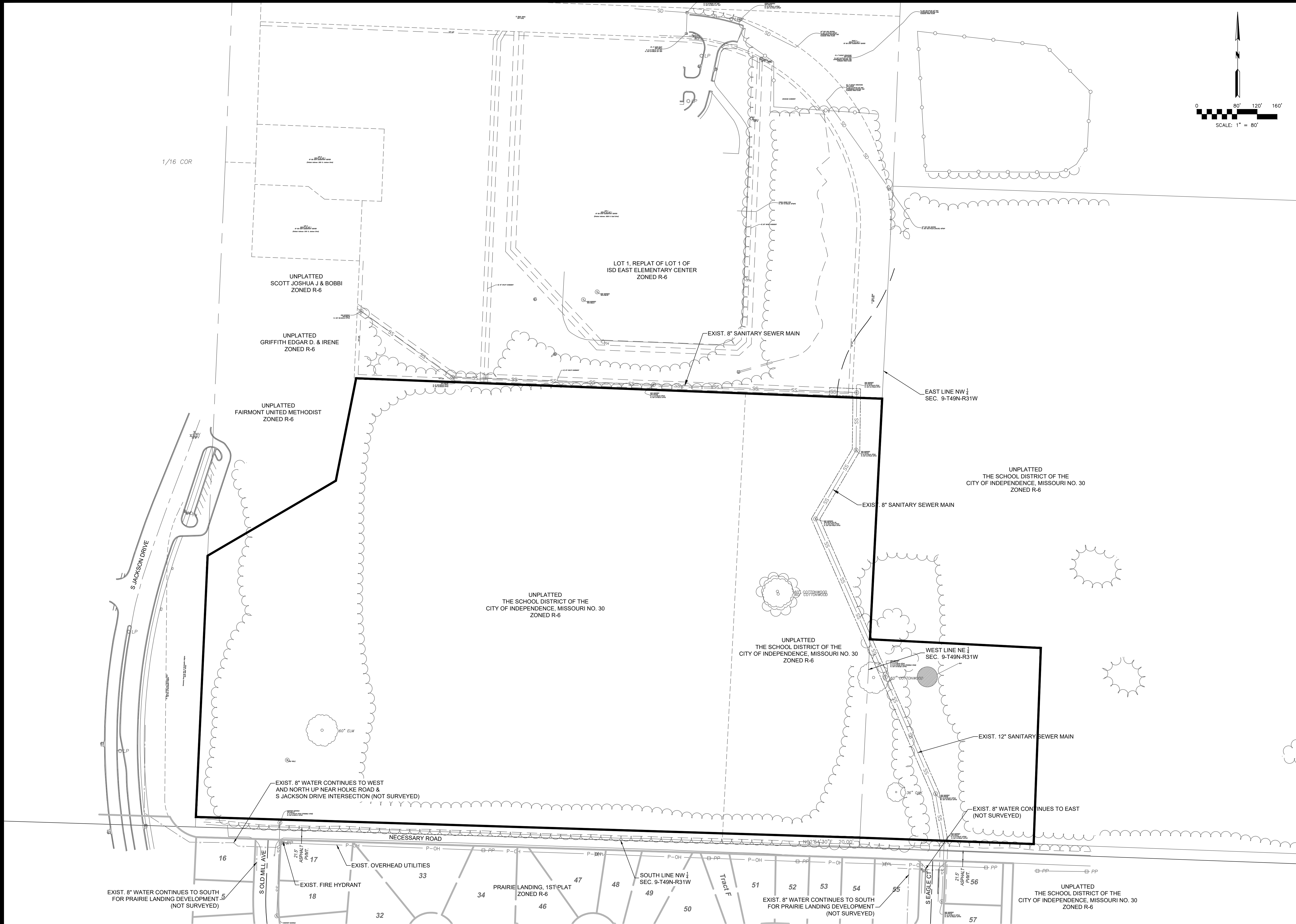
DATE
March 28, 2022

JOB NO.
21-021

2

SHEET
OF

3



DATE	REVISION	NO.	BY	CHK/APP.
07/11/25	SHOW FUTURE INDEPENDENCE SCHOOL DISTRICT ENTRANCE	4	SPW	RWS
07/12/24	PERF NECESSARY ROAD VARIATION	3	SPW	RWS
06/17/22	PERF CITY'S COMMENTS	2	SPW	RWS
05/20/22	PERF CITY'S COMMENTS	1	SPW	RWS
04/01/22	SUBMITTED TO CITY OF INDEPENDENCE			

R. KEVIN STERRETT, MO E-26440
July 11, 2025

1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE NO. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
EXISTING CONDITIONS

LITTLE BLUE ESTATES
LOTS 1 THRU 89, TRACTS A, B, & C
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO. 21-021 Base	3
DRAWING NO. 21-021 Preliminary Plat	
DATE March 28, 2022	
JOB NO. 21-021	
SHEET OF	3

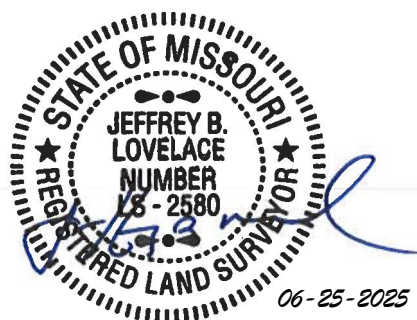
DESCRIPTION

Proposed Right-of-Way Re-Alignment – South Quail Drive

Containing 26,505 square feet or 0.6085 acres more or less

All that part of Lot 1, REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence North 87°46'10" West along the South line thereof a distance of 115.01 feet to the to the **POINT OF BEGINNING**; thence continuing North 87°46'10" West along said South line a distance of 60.00 feet; thence departing said South line North 02°54'30" East a distance of 0.65 feet; thence Northerly and Northeasterly along a curve to the right having a radius of 330.00 feet, a central angle of 35°38'52" and an arc length of 205.32 feet to a point of reverse curvature; thence along said reverse curve to the left being tangent to the last described course, having a radius of 270.00 feet, a central angle of 48°39'47" and an arc length of 229.32 feet to the Westerly Right-of-way line of South Quail Drive as it currently exists; thence North 79°53'35" East a distance of 60.00 feet to the Easterly Right-of-way line of said South Quail Drive; thence Southerly and Southwesterly along a curve to the right whose initial tangent bears South 10°06'25" East, having a radius of 330.00 feet, a central angle of 48°39'47" and an arc length of 280.28 feet to a point of reverse curvature; thence Southwesterly and Southerly along said reverse curve to the left being tangent to the last described course, having a radius of 270.00 feet, a central angle of 35°38'07" and an arc length of 167.93 feet to the **POINT OF BEGINNING**.



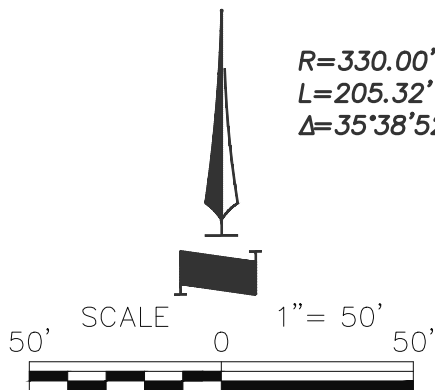
Lot 1
Replat of Lot 1
of ISD East Elementary Center

Grantor:
The School Dist of the City Indep No 30
201 N Forest Ave Indep, Mo 64050



S. QUAIL DRIVE
PROPOSED RIGHT-OF-WAY
RE-ALIGNMENT
AREA = 26,505 S.F.

LINE 1 (L1)
N02°54'30"E, 0.65'



S. Line, Replat of Lot 1 of
ISD East Elementary Center

Unplatted

(Future)
Lot 23,
Little Blue Estates
1st plat

L1

60.00'
N87°46'10"W

P.O.B.
N87°46'10"W
115.01'

(Future)
Lot 1,
Little Blue Estates
1st plat

P.O.C.
SE Corner,
Replat of Lot 1 of ISD
East Elementary Center

N79°53'35"E
60.00'

Existing
S. Quail Drive
60' Right-of-Way

Tract A,
Replat of Lot 1
of ISD East
Elementary Center

R=270.00'
L=229.32'
Δ=48°39'47"

R=330.00'
L=280.28'
Δ=48°39'47"
ITB=S10°06'25"E

Unplatted
The School Dist of
the City Indep No 30

S. Quail Drive
Existing 60' Right-of-Way
(To be Vacated)

E. Line, Replat of Lot 1 of ISD East Elementary Center

R=270.00'
L=167.93'
Δ=35°38'07"

SHEET
1
OF 1

EXHIBIT



LOVELACE & ASSOCIATES
Land Surveying - Consulting Services
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

Project No: 21164
Drawn By: JBL
Checked By: JBL
Date: 01-19-2023
Scale: 1" = 50'
File Name:
21164-RW EXHIBITS

RIGHT-OF-WAY EXHIBIT
**S. QUAIL DRIVE
PROPOSED RIGHT-OF-WAY
RE-ALIGNMENT**
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Prepared For:
D & D RESIDENTIAL
DEVELOPMENT, LLC
P.O. BOX 7014
LEE'S SUMMIT, MO. 64064



Planning Commission Minutes

July 29, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 7/29/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Michael Young. Absent - Jose Torres.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull Case 25-320-03 from the Consent Agenda.

1. **Planning Commission Minutes – July 15, 2025**

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 25-320-03 – Final Plat – Little Blue Estates, Plat 1B** – A request for approval of a Final Plat located west of Jackson Drive and north of Necessary Road.

In response to Commissioner Nesbitt's question, Mr. Harker stated there were four additional plats added.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-125-03 – Rezoning/PUD – 1316 S. Osage Street** – A request to rezone the property at 1316 S. Osage Street from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker stated the owner leases the property to the church. Mr. Harker noted the purpose of this rezoning/PUD is due to the number of children, not the intended use.

Applicant Comments

Michael Jones, 1316 S. Osage, stated they are under a lease to purchase contract with the owner. He noted the church runs a preschool program and they are a non-profit organization. He noted the church recently moved, and they are looking to move their preschool over to this new location. Mr. Jones said they focus on children who have been displaced or are in foster care.

In response to Commissioner Nesbitt's question, they are not interested in enrolling more than 49 students and noted they have other locations around the metro.

Public Comments

David Bailey, 1331 S. Osage, stated this church is in a very busy area with lots of crime and homeless people. He stated he believes this is a nuisance and is not fit for the neighborhood. He said they are a for-profit business and it should only be a church.

Mr. Jones stated they moved their church into this location in May and have done a lot of clean-up on the property. He said the outdoor play time will be during the day when most people are at work. Mr. Jones said they will be installing security cameras and have recently started towing abandoned vehicles to clean up the area.

In response to Commissioner Nesbitt's question, Mr. Jones said the fence will be on the Osage side. He also noted the Health Department has been out and they are close to being able to obtain a permit.

In response to Commissioner Ashbaugh's question, Mr. Jones said there will be additional

lighting installed with their security system.

Commissioner Comments

In response to Commissioner Ashbaugh's question, Mr. Harker stated there hasn't been any new construction, so a lighting plan wouldn't be required or reviewed.

Motion

Commissioner Edward Nesbitt made a motion to add a condition that a lighting plan be submitted and approved by staff. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case, with the conditions stated by staff and the condition added by the Planning Commission. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. Case 25-200-08 – Special Use Permit – 3417 S. Denton – A request for a Special Use Permit to operate a Bed & Breakfast.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

In response to Chairwoman Wiley's question, Mr. Harker explained the difference between a Bed & Breakfast and a Short-Term Rental. He noted if the owner lives in the house, it's a Bed & Breakfast.

In response to Commissioner Nesbitt's question, eight was suggested because of the option for people to bring children. Commissioner Nesbitt questioned if there would be enough parking for the homeowner and guests. He's also concerned that this would not have an accessible parking area.

Applicant Comments

MacKenzie Lance, 3417 S. Denton, stated only she would have access to the garage. She noted she is planning to pave the gravel area for one guest vehicle.

In response to Commissioner Nesbitt's question, Ms. Lance said the spare room is under the garage. He noted to Ms. Lance that he will be requesting a larger driveway as a condition of approval.

Public Comments

No public comments.

Commissioner Comments

After discussion, the Planning Commissioners agreed that condition 6 should be amended that

only 6 guests (4 adults, 6 total) be allowed at one time. Condition 7 should be amended to require the driveway be widened to 30-feet from the street to the garage.

Motion

Commissioner Edward Nesbitt made a motion to approve the case with conditions as stated by staff and amended by the Planning Commission. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

With a vote from the Planning Commission, Case 25-400-09 was heard before Case 25-175-03.

OTHER BUSINESS

1. **Case 25-400-09 – Short-Term Rental – 1308 N. Vista Drive** – A request to operate a Short-Term Rental.

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Commissioner Nesbitt said short-term rentals really need to have accessible parking spaces and he'd like to see the driveway widened. Mr. Glaser reviewed the parking standards and noted short-term rentals are not required to be ADA-compliant.

Applicant Comments

Wanda Crose, 2021 Blue Mills Road, stated they have several long-term rentals and are interested in trying a short-term rental.

Marshall Crose, stated he'd like to get his kids involved with cleaning and mowing/upkeep of the house. He said he thinks the driveway is appropriate for the house and neighborhood.

Public Comments

Ed Monaco, 1310 S. Vista Drive, said he's concerned about a constant flow of people in and out all the time.

Mr. Crose said they will have a noise monitoring device and he's only 20 minutes away should there be any issues at the residence.

Commissioner Comments

Commissioner Ashbaugh noted it may not make sense for this house to have an accessible parking spot.

City Attorney Langford noted it would not be appropriate to add a condition to require an accessible parking space for short-term rentals without the Council's direction.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 25-175-03 – UDO Amendment #74 – Historic Square District** – A request to amend the Unified Development Ordinance relating to the Historic Square District.

Staff Presentation

Tom Scannell presented the case. Mr. Scannell stated the existing HSQ District was included in the UDO when it was adopted in 2009; this district was based on the 2005 Independence Square Revitalization Plan which had a focus more on facade upgrades, repurposing, or infill on empty lots with the intent of strengthening its historical architecture influence and style. Unfortunately, this District was never implemented and has become out of date with current market conditions and the recently adopted Reshaping the Square Redevelopment Plan.

Mr. Scannell noted the HSQ District is intended to be applied to the Independence Square generally between Pleasant Street to the west, Walnut Street to the south, Truman Road to the North and the railroad tracks to the East of Noland Road. The purpose of the District is intended to preserve and enhance the unique character of the City's historic square area. It aims to create a vibrant, artistic, safe, and bustling downtown filled with new residents, thriving eateries, and entertainment where friends and family can enjoy their surroundings. This district is an active center of living and commerce, showcasing the history and architecture unique to Independence.

Mr. Scannell stated this amendment is a key step in the implementation of Reshaping the Square master plan and creates a set of redevelopment standards designed to closely align with the objectives outlined in this Plan.

Chairwoman Wiley questioned if she could vote on this case due to her working on the Square Master Plan. Mr. Langford stated she did not need to recuse from voting.

Chairwoman Wiley questioned if the City is giving up anything by doing this amendment. Mr. Scannell said it should be easier for revitalization and the City would not be giving anything up. Mr. Scannell stated the Master Plan did account for the demolition of City Hall and the Police Department.

In response to Commissioner Nesbitt's question, Mr. Scannell reviewed what changes there would be within the HSQ District. He noted the transition zone would allow for more flexibility that it could be residential or non-residential. Mr. Scannell said this is only a UDO Amendment and does not have any tax incentives.

Commissioner O'Neill said it sounds like this will make zoning easier for developers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 5, No 1, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 12, 2025

Info Only - Case 25-100-16 – Rezoning – 2310 S. Harvard – was withdrawn.

Commissioner Nesbitt stated he would like staff to look into the driveways for short-term rentals and bed and breakfast. Mr. Scannell said staff could look into parking and report back to the Planning Commission.

In response to Commissioner Ashbaugh's question, Mr. Scannell said if there is a site plan, light standards do apply.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal	Reporting Period: Jul 1, 2025 - Jul 31, 2025	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County	Circuit: 16
Telephone Number:		Fax Number:		
Prepared by: Dawna Cordon		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		473	20,811	9,311
B. Cases (citations/informations) filed		16	1,442	422
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	1	16
3. court/bench trial - NOT GUILTY		0	1	2
4. plea of GUILTY in court		15	1,004	179
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	323	3
6. dismissed by court		0	75	46
7. <i>nolle prosequi</i>		6	107	51
8. certified for jury trial (not heard in Municipal Division)		0	1	2
9. TOTAL CASE DISPOSITIONS		21	1,512	299
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		468	20,741	9,432
E. Trial de Novo and/or appeal applications filed		0	1	2
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>				
1. # Issued during reporting period		1,407	<u>IV. PARKING TICKETS</u>	
2. # Served/withdrawn during reporting period		583	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		24,326		
1. # Issued during period			0	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Jul 1, 2025 - Jul 31, 2025
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$121,464.00	Court Automation	\$9,594.74
Clerk Fee - Excess Revenue	\$12,795.92	Law Enf Arrest-Local	\$2,838.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$394.53	Total Other Disbursements	\$12,432.74
Bond forfeitures (paid to city) - Excess Revenue	\$1,202.50	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$221,733.00
Total Excess Revenue	\$135,856.95	Bond Refunds	\$14,204.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$235,937.00
Fines - Other	\$43,406.00		
Clerk Fee - Other	\$3,652.13		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,370.66		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$9,772.91		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$112.61		
Law Enforcement Training (LET) Fund surcharge	\$2,738.00		
Domestic Violence Shelter surcharge	\$5,469.00		
Inmate Prisoner Detainee Security Fund surcharge	\$2,732.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$4,190.00		
Total Other Revenue	\$73,443.31		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
July	2025	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,598	79,166	44,109
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	1	120	50
	6. dismissed by court	0	1	21
	7. nolle prosequi	0	15	4
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	1	136	75
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,597	79,030	44,034
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: July - 2025
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	273	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	644	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	37,584		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$6,740.50
Clerk Fee – Excess Revenue	\$731.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,020.00
Total Excess Revenue	\$8,491.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$18,364.02
Clerk Fee – Other	\$1,179.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$155.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,144.04
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$317.00
Domestic Violence Shelter surcharge	\$624.61
Inmate Prisoner Detainee Security Fund surcharge	\$310.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$4,183.00
Total Other Revenue	\$26,276.67
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$34,768.17
Bond Refunds	\$2,880.00
Total Disbursements	\$37,648.17