City Council Regular Meeting

August 3, 2026
6:00 PM, Council Chambers - 20201 E. Jackson Drive

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 Laurie Dean Wiley, Congregant at the Vision Church KC.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 26-759 A resolution recognizing Krista Faletagoai, Building Maintenance in the Parks and Recreation Department, as the ISTAR Award recipient for the month of August 2026.

CITIZEN RECOGNITIONS

1. Derrick Youngs and Charles Lister for their assistance with an incident at Pizza Ranch
2. Darrin Niermier for his assistance with the investigation into the disappearance of Andre "Junior" Martinez from the Executive Inn.
3. James Beale for lending MCC Police Academy recruits' assistance with the search of Andre "Junior" Martinez
4. Members of the Kansas City Fire Department for their assistance during a missing person investigation

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the July 6th and July 20th regular City Council meetings.

2. Council action is requested to authorize the City Manager to issue a purchase order to Independent Salt Company in the amount of $175,000, and to authorize up to ten percent (10%) of the authorized amount for future change orders, for the purchase of de-icing road salt, for the Streets Division of the Municipal Services Department

3. Council action to authorize the City Manager to issue a purchase order(s) in the amount of $349,000 to Burns & McDonnell for transmission planning support services and to authorize change orders up to ten (10) percent of the authorized amount to for the Power & Light department (IPL).

4. Council action is requested to authorize the City Manager to issue a purchase order to Armor Equipment, in the amount of $531,340.98, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purchase of a replacement vacuum truck for use by the Sanitary Collection Maintenance Division (Project No. 302701) and the Stormwater Maintenance Division (Project No. 132701) of the Municipal Services Department.

5. Council action is requested to authorize a purchase order and to authorize change orders up to ten (10) percent of the authorized amount to Toth & Associates in the amount of $1,459,728 for the Joint Use Attachment Audit for the Power & Light Department (IPL).

6. Council action is requested to authorize the City Manager to issue a purchase order(s) to Logan Industries, Inc. in the amount of $334,000 for the purchase of two bucket trucks, and to authorize change orders of up to ten percent (10%) of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

7. Council action is requested to authorize the City Manager to issue a purchase order(s) to Fletcher-Reinhardt for utility hardware in the amount of $500,000, and to authorize change orders up to ten (10%) percent of the authorized amount on future change orders, to the Power & Light Department (IPL) in Fiscal Year 2026-2027.

8. Council action is requested to authorize the City Manager to issue a purchase order(s) to Anixter, Inc. in the amount of $600,000 for utility hardware purchases, and authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the the Power & Light Department (IPL) in Fiscal Year 2026-

2027.

9. Council action is requested to authorize the City Manager to issue purchase order(s) to Graybar Electric in the amount of $500,000 for utility hardware, and to authorize up to ten percent (10%) of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal year 2026-2027.

10. Council action is requested to authorize the City Manager to issue a purchase order to Anixter Inc., in the amount of $400,000.00 for aluminum and copper cable/wire, and to authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

11. Council action is requested to authorize the City Manager to issue a purchase order(s) to Fletcher-Reinhardt Company in the amount of $400,000.00 for aluminum and copper cable/wire, and authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

12. Council action is requested to authorize the City Manager to issue a purchase order to Insituform Technologies, Inc. in the amount of $401,651.68, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purchase and installation of Cured-In-Place Piping (CIPP) and Manhole Lining as part of the Stormwater and Sanitary Sewer Trenchless Technology projects (No. 130508 & No. 9757).

13. Council approval is requested to authorize the City Manager to approve a construction contract with Irvinbilt Constructors, Inc. for an amount not to exceed $1,754,600, and authorizing future change orders up to ten percent (10%) of the authorized amount, to drill and construct Well No. 17-A and Well No. 18-A at the Courtney Bend Water Treatment Plant as part of the Future Production Wells Project (No. 401003).

14. Council action is requested to authorize the City Manager to execute Change Order #4 in the amount of $13,442,546.00 with Turner Construction Company, for a new total of $32,611,428.00 to add the complete Independence Fire Station 5 project contract as part of the New and Replacement Fire Stations Project (No. 172402).

15. Council action is requested to authorize the City Manager to accept a Special Warranty Deed for real property located at 15707 East U.S. 24 Highway, Independence, Missouri.

16. Council action is requested to authorize the City Manager to issue a purchase order to SHEDIGS IT, LLC for an amount not to exceed $527,303, and to authorize change orders of up to ten percent (10%) of the authorized amount to complete emergency

stormwater and sanitary repairs at various locations throughout the City as part of the Emergency Stormwater Project (No. 131802) and the Lateral Reroute and Replacement Program (No. 302604).

17. Council action is requested to authorize the City Manager to approve expenses to Blue Springs Winwater in the amount of $340,000 and authorizing change orders of up to ten percent (10%) of the authorized amount, for inventory purchases to support the Sanitary Collection Maintenance Division and the Stormwater Maintenance Division of the Municipal Services Department.

18. Council action is requested to authorize the City Manager to approve Change Order #2 to the existing design contract (PO#25000453) with Burns & McDonnell for a revised contract amount not to exceed $976,012, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Truman Connected Phase II Project (No. 112401).

19. Council approval is requested to authorize the City Manager to approve a design services contract with, and issue a purchase order to, Great River Associates for an amount not to exceed $118,100, and to authorizing future minor change orders up to ten percent (10%) of the authorized amount, E. Heidelberger Bridge over Fire Prairie Creek (No. 542601-8) as part of the GO Bond - Bridges Project (No. 542601).

RESOLUTIONS

1. 26-760 A resolution amending the Council Rules of Procedure.

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 20691 E US 24 Highway from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development Plan and approve a preliminary development plan. ***New Information Only.***

   26-063 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **2R**

ORDINANCES

1. 26-070 **2R** An ordinance repealing and replacing Ordinance No. 19522 and granting necessary easement authority as part of the Valley View Extension Project (No. 512001) **2R**

2. 26-071 **2R** An ordinance authorizing the acceptance of funding from the US Department of Justice, US Marshals Service, through the Joint Law Enforcement Operations Task Force, for use by the Police Department, making the necessary appropriations; and authorizing future change orders for additional funding and/or time extensions. **2R**

FIRST READING(S)

1. 26-057 **1R** An ordinance creating Section 12.05.018 of the Independence City Code for the Prohibition of Unlawfully Gaining Entry into a Motor Vehicle **1R**

2. 26-058 **1R** An ordinance amending Chapter 5, Article 10 of the Independence City Code regarding Private Security Guards **1R**

3. 26-072 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to data processing and hosting and battery energy storage systems uses. **1R**

4. 26-073 **1R** An ordinance amending ordinance #19723 by repealing and replacing the previously approved legal descriptions for Parcel 1 of the Annual Neighborhood Sanitary Sewer Project (Project No 302004-1). **1R**

5. 26-074 **1R** An ordinance authorizing the acceptance of a Mutual Aid Agreement in the amount of $450,000.00 from KC2026 for Law Enforcement Assistance provided by the Independence, MO Police Department during the FIFA World Cup Events held in Kansas City, Missouri; appropriating the necessary funds in the Police Department Grant Fund; authorizing the acceptance of future change orders, extension, amendments or addendums for additional funding or time extensions for the same project, and authorizing certain future appropriations. **1R**

6. 26-075 **1R** An ordinance approving a Preliminary Development Plan for the property located at 136 E. White Oak Street in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **1R**

7. 26-076 **1R** An ordinance authorizing the City Manager to execute a sidewalk improvement agreement with the Missouri Highways and Transportation Commission for the Winner Road Complete Streets Project (Project No. 112403 / Federal Project No. STBG-33479(440). **1R**

8. 26-077 **1R** An ordinance amending Section 12.03.009(A) of the Independence City Code to add subsection (3) to create a Santa-Cali-Gon district curfew over the Labor Day weekend. **1R**

9. 26-078 **1R** An ordinance calling an election to authorize the issuance of General

Obligation Bonds for the City of Independence, Missouri. **1R**

10. 26-079 **1R** An ordinance authorizing persons to hold more than one office within the City. **1R**

INFORMATION ONLY

1. Independence Power & Light Department (IPL) spent $110,000 on July 13, 2026, toward the previously approved (April 20, 2026) $600,000 for multiple Southwest Power Pool studies.

2. **Please Note**: In accordance with RSMo. 610.021, the City Council may convene in a Closed 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

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

July 6, 2026 6:00 PM

20201 E. Jackson Drive
First Floor Council Chambers
Independence, MO 64057

INVOCATION

1. The invocation will be given by Steve Kellogg from the Beacon Heights Community of Christ

Steve Kellogg from the Beacon Heights Community of Christ gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, Heather Wiley, Cody Atkinson, and Jackie Dorman. Absent – None.

PRESENTATION RESOLUTIONS

1. 26-751 A resolution recognizing Heather Urie, Animal Control Officer in the Health & Animal Services Department, as the ISTAR Award recipient for the month of July 2026 **Item passes 7-0 Res. No. 7236**

Councilmember Perkins moved to Approve the item as presented. Motion seconded by Councilmember Vaught.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None

ABSENT (0):

Item passes 7-0

PROCLAMATIONS

1. A proclamation designating July as Parks and Recreation Month

This was presented to Kay Douglas from the Park Commission.

CITIZEN REQUESTS

Councilmember Perkins moved to suspend the rules to allow non-residents to speak. Motion seconded by Councilmember Atkinson.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Motion passes 7-0

Cindi Rogers talked about the FIFA and other activities happening on the Square.
Angie Lotz spoke on the moratorium resolutions.
Daniel Moorehead spoke on the Nebius work site.
Philip Fracica spoke on the moratoriums.
Terri Hoeflicker spoke on the moratoriums.
Ted Luce spoke on the recall election.
Mike Veit spoke on behalf of the IAFF regarding the recall election.
Eileen Weir spoke on Resolution 26-740 regarding Historic Sites.
Howard Hoff spoke on the moratoriums.
Joannie Flanagan spoke on the moratoriums.
Hannah Albina spoke on public transportation.
Wes Epperson spoke on Resolution 26-747 regarding Terrace Crossing.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to approve the item as presented. Motion seconded by Councilmember Atkinson.
Items pulled for special discussion were:
CM Stewart pulled item 11, resolution 26-741 and 26-742
CM Perkins pulled resolution 26-740
CM Wiley pulled resolution 26-743
CM Vaught pulled resolution 26-747

AYES (0): None
NAYS (0): None
ABSENT (0):

Consent agenda minus items pulled passes 7-0

1. Approval of minutes from the June 1st and June 15th regular city council meetings **Approved**

2. Council action is requested to expend $4,340,000 for fuel and fuel oil purchases for fiscal year 2026-2027 to Frazier Oil & LP Gas Company, Inc. **Approved**

3. Council action is requested to expend $115,281.96 in purchase orders for fiscal year 2026-2027 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system. **Approved**

4. Council action is requested to expend $178,215.46 in purchase orders for fiscal year 2026-2027 to Azteca Systems, LLC, for Cityworks software licensing. **Approved**

5. Council action is requested to issue a purchase order to Advanced Utility Systems in the amount of $274,093.91 for the annual maintenance and support of the City's utility customer information and billing system. **Approved**

6. Council action is requested to authorize a twelve-month contract between the City of Independence and the Kansas City Area Transportation Authority (KCATA) for the provision of transit services for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to execute the agreement. **Approved**

7. Council action is requested to authorize the City Manager to approve a construction contract with All Pro Asphalt & Maintenance, LLC for an amount not to exceed $107,239.19, and authorize up to ten percent (10%) of the authorized amount for crack-filling operations as part of the Pavement Preventative Maintenance Operations Project (No. 112201-15). **Approved**

8. Council action is requested to authorize the City Manager to approve Change Order #1 to the existing design services contract (PO#26000236) with Olsson Associates, for a revised contract amount not to exceed $208,755, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203). **Approved**

9. Council action is requested to authorize the expenditure of $743,000 for Fiscal Year 2026-2027 to USIC Locating Services, Inc., and authorizing ten percent (10%) of the

authorized amount for future change orders, for utility locating services provided to the Municipal Services and Power & Light Departments. **Approved**

10. Council action is requested to issue a $1,300,000 purchase order and to authorize change orders of up to ten percent (10%) of the authorized amount, for fiscal year 2026-2027 to John Moore Oil Company for fuel oil purchases for the Power & Light Department (IPL). **Approved**

11. Council action is requested to issue a purchase order to Professional Turf Products in the amount of $154,579.25, for a Toro Groundmaster 5900 Mower for the Parks and Recreation Department. **Item passes 7-0**

This item was pulled by CM Stewart. This mower is a more powerful mower that will mow a larger area in a quicker amount of time.

Councilmember Stewart moved to Approve the item as presented. Motion seconded by Councilmember Perkins.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

12. Council action is requested to authorize the City Manager to approve a construction contract with Earthworks Excavation & Associates, LLC, for an amount not to exceed $1,124,903.48, and authorizing a ten percent (10%) contingency of the authorized amount, for the 6" Consolidated Main Replacement along Sheley Rd. project as part of the Water Main Replacement Program (No. 9749). **Approved**

13. Council action is requested to issue a purchase order for $723,336 to Enterprise FM Trust for 88 Vehicle Leases, and authorizing ten percent (10%) of the authorized amount for future change orders, for the Central Garage Division of the Municipal Services Department. **Approved**

14. Council action is requested to expend $700,000 to various vendors to supply ductile iron pipe, gate valves, and fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2026-2027, and authorizing future change orders of up to ten percent (10%) of the requested amount. **Approved**

15. Council action is requested to authorize the City Manager to issue a purchase order to KP Electric Co., in the amount of $407,000, and authorizing a ten percent (10%) contingency of the authorized amount, for the purchase of a new transformer for the

Courtney Bend Water Treatment Plant as part of the Emergency Power Generation Project (No. 402007). **Approved**

RESOLUTIONS

1. 26-740 A resolution directing the City Manager to explore ways to fund and support city-owned Historic Sites (*Sponsored by Councilmember Perkins*) **Item passes 7-0 Res. No. 7237**

This item was pulled by CM Perkins.

Councilmember Perkins moved to approve the item as presented. Motion seconded by Councilmember Atkinson. Motion Passed.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

2. 26-741 A resolution declaring a 180-day moratorium on the processing of applications related to and issuance of city permits or licenses related to the installation or use of data processing and hosting facilities located in the City of Independence, Missouri, for projects or applications not already submitted to, authorized, or approved by the City. *(Sponsored by Councilmember Stewart)* **Item passes 7-0 Res. No. 7238**

This item was pulled by CM Stewart. This moratorium will only affect future applications and will not affect current projects or applications that have already been submitted.

Councilmember Stewart moved to Approve the item as presented. Motion seconded by Councilmember Perkins.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

3. 26-742 A resolution declaring a 180-day moratorium on the processing of applications related to and issuance of city permits or licenses related to the installation or use of battery energy storage systems (BESS) facilities located in the City of Independence, Missouri, for projects or applications not already submitted to, authorized, or approved by the City *(Sponsored by Councilmember Stewart)* **Item**

passes 7-0 Res. No. 7239

Councilmember Stewart moved to approve the item as presented. Motion seconded by Councilmember Perkins.
This will only affect applications going forward and none that have already been processed or submitted.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

4. 26-743 A resolution reducing the separation distance requirement established in Section 14-421-02 of the Unified Development Ordinance for a marijuana facility located at 16800 E. Gudgell Road, Independence, Missouri. **Item fails 0-7**

Councilmember Wiley moved to Approve the item as presented. Motion seconded by Councilmember Perkins.

CM Wiley stated that she does not support this and will be voting no on the item. CM Stewart asked the City Manager how the owners were able to start working on the building before the extension of separation was approved. City Manager Anderson stated there is a separation requirement between marijuana facilities, retail, schools, churches and daycare centers. During the building permit review and approval process, the applicant is required to submit verification s to whether or not there are any schools, churches, daycares within the distance of the location that they intend to remodel and establish. The permit was issued and it was later brought to our attention that there is a daycare facility located within that distance. State law requires 500 feet of separation but city ordinance requires 1,000 feet. The daycare facility is approximately 800 feet away. It is greater than what the State law requires but does not meet the requirements of the City. The City immediately reached out to the owner for a stop order. The owner requested that the city not issue the stop order and allow them to continue the renovations so that another type of retailer could use the building if this was not approved by the City Council.

AYES (0): None
NAYS (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
ABSENT (0):

Item fails 0-7

5. 26-744 A resolution approving a preliminary plat of Meadowbrook Estates, Phase 2, located southeast of Eureka Road and R.D. Mize Road in Independence, Missouri. **Approved Res. No. 7240**

6. 26-745 A resolution appointing Robin Baker-Bokarge to the Public Safety Tax

Oversight Committee **Approved Res. No. 7241**

7. 26-746 A resolution appointing Sarah Lawson to the Human Relations Commission **Approved Res. No. 7242**

8. 26-747 A resolution in support of the application for an affordable rental housing development known as Terrace Crossing, to the Missouri Housing Development Commission's nine percent housing tax credits and approving a waiver of building permit fees in the amount of $50,001.00. **Item passes 7-0 Res. No. 7243**

Councilmember Vaught moved to approve the item as presented. Motion seconded by Councilmember Perkins.

This item was not approved prior to this date because they did not receive enough tax credits. Mayor King asked for some kind of storm shelter to be made available to residents in this addition.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

9. 26-748 A resolution authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2026, through June 30, 2027; accepting funds for the period in the amount of $125,254; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **Approved Res. No. 7244**

10. 26-749 A resolution reappointing Brent Schondelmeyer to the Land Trust of Jackson County, Missouri **Approved Res. No. 7245**

11. 26-750 A resolution reappointing Charlie Shields and appointing Cindy McClain, John Pritchard and Rory Rowland as members of the Independence Harry S. Truman Award Commission **Approved Res. No. 7246**

REGULAR AGENDA

PUBLIC HEARING(S)

ORDINANCES

1. 26-056 **2R** An ordinance approving the issuance of Tax Increment and Special District

Revenue Bonds (Wally's Redevelopment Project), Series 2026, in an aggregate principal amount not to exceed $12,000,000, by the Industrial Development Authority of the City of Independence, Missouri and authorizing certain other actions and documents in connection therewith. **2R Item passes 7-0 Ord. No. 19817**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 26-059 **1R** An ordinance amending Section 18.18.001-010 of the Independence City Code concerning bicycles, motorized bicycles, and motor scooters. **1R Read**

2. 26-060 **1R** An ordinance amending Section 18.01.001 of the Independence City Code to change the definitions of electric personal mobility devices, motorcycle, and motorized bicycles. **1R Read**

3. 26-062 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and C-2 (General Commercial) to District C-2 (General Commercial) for the property located at 16523 East US 40 Highway. **1R Read**

4. 26-063 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **1R Read**

5. 26-064 **1R** An ordinance approving a Special Use Permit to expand the operations of a car rental agency to 3601 South Noland Road, Independence, Missouri. **1R Read**

6. 26-065 **1R** An ordinance approving a final plat for Meadowbrook Estates – 2nd Plat located Southeast of Eureka Road and R.D. Mize Road in Independence, Jackson County, Missouri. **1R Read**

7. 26-066 **1R** An ordinance approving a final plat for Jackson Place – 1st Plat located west of Jackson Drive and south of R.D. Mize Road in Independence, Jackson County, Missouri. **1R Read**

8. 26-067 **1R** An ordinance approving a Preliminary Development Plan for the property located north of US 24 Highway and west of Salem Drive in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **1R**

Read

9. 26-068 **1R** An ordinance approving a final plat for McBee Acres located north of US 24 Highway and west of Salem Drive in Independence, Jackson County, Missouri. **1R Read**

10. 26-069 **1R** An ordinance calling for a special recall election; proposing the form of the ballots and directing the City Clerk to do all things called for by law in connection with the holding of said election. **1R *(Emergency Item First and Second Readings)*** **First and Second Readings done Item passes 7-0 Ord. No. 19818**

This is an emergency item. It was read twice.
The item was presented, and discussion followed.

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSTAIN (1): Councilmember Perkins
ABSENT (0):

Item passes 6-0-1

INFORMATION ONLY

1. $1,000,000 in purchase orders were issued to Belger Cartage, BrandSafway, Electrical Corporation of America, and GE Vernova for the emergency removal, repair, cleaning and inspection of H-6 Substation's Gas Turbine Generator for Independence Power & Light.

2. Municipal Court Report for May 2026

3. **Please Note**: In accordance with RSMo. 610.021, the City Council may convene in a Closed 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

CM Dorman discussed the Country's 250th birthday. Fox and Friends came to Independence and did a live segment. We were included in their Most Patriotic Cities segment. She went to a naturalization ceremony and witnessed 37 people become US citizens. They represented 17 countries. She was able to see the work they put into becoming a citizen, their emotions and words they spoke about becoming citizens. She also expressed her appreciation for the

grassroots effort and community engagement.

CM Atkinson talked about Artists Helping the Homeless finalizing the purchase of the old Sprint building. This will be turned into 60 unites of transitional housing for those most at risk of living on the street. It will service their mental and physical well-being meals, transportation, and workforce development. The Three Trails Behavioral Health facility is set to open this fall. He and CM Wiley took a tour of the facility that will provide both in and out-patient services. He thanked Wes Epperson and all those who organized the Southwest Independence Community Group. In this group, residents are able to communicate and solve problems in a collaborative manner. He encouraged others to create similar groups and offered his assistance in doing so. He also attended the Delacartion of Independence reading at the First Christian Church on Saturday. It was an incredible experience.

CM Wiley made a motion to put Bill No. 26-010 on the next agenda. This is the Bill/Ordinance regarding nuisance animals. Motion was seconded by CM Dorman.
YAYS (7): CM Dorman, CM Perkins, CM Stewart, CM Atkinson, CM Wiley, CM Vaught, Mayor King
NAYS (0):
ABSENT (0):
Motion passes 7-0
This item will be placed on the July 20th agenda.

CM Perkins asked City Manager Anderson to speak candidly about the conversation he had with Kansas City officials regarding the Kentucky Road bridge. Troy spoke with them about de-annexing their half of the bridge and that part of the right-of-way into the City's corporate limits so we can continue the renovations and repairs that ned to be made. The next step for the Kansas City Planning Commission to approve the deanexation. They meet in July 15th. If their Planning Commission approves it, it will need to go before their City Council. If they approve it then we can approve the annexation.

Mayor King talked about Soccer Saturday and the Ted Lasso look-alike contest. The winner will get suite tickets to a future Comets game. He thanked the Parks and Recs department for their work on the July 4th celebrations and the Popsicles in the Park events. He will be holding a town hall on July 22nd. The location is not yet determined.

City Manager Troy Anderson talked about some new things we are going to do on social media. We are going to showcase some of our amazing employees and some of the amazing folks in the community that are doing some really incredible work.

ADJOURNMENT

Meeting adjourned at 7:47 p.m.

Kevin King

Presiding Officer of the City Council

of the City of Independence, Missouri

ATTEST:

Susanne Holland

City Clerk

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

July 20, 2026 6:00 PM

Council Chambers - 20201 E. Jackson Drive

INVOCATION

1. The invocation will be given by Dan O'Neill

The invocation was given by Dan O'Neill.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, and Jackie Dorman. Councilmember Wiley appeared via Teams. Absent – Cody Atkinson.

PROCLAMATIONS

CITIZEN REQUESTS

Becky Hake spoke about Truman Connected Phase 2.

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Vaught.
Items pulled for special consideration:
Item number one pulled by CM Vaught
Item number 4 pulled by CM Stewart
Item 26-758 pulled by CM Perkins

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Consent agenda passes 6–0 minus items pulled for special consideration.

1. Council action is requested to authorize the City Manager to approve Change Order #2 to the existing design contract (PO#25000453) with Burns & McDonnell for a revised contract amount not to exceed $976,012, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Truman Connected Phase II Project (No. 112401). **Item is postponed to 8/3/26 6-0**

Councilmember Vaught moved to postpone this item until August 3rd. Motion seconded by Councilmember Perkins.

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Motion passes 6-0. Item is moved to the August 3rd agenda.

2. Council action is requested to approve a contract with ESRI for Fiscal Years 2026/27 through 2028/29, in a total amount not to exceed $475,980; to authorize change orders of up to ten (10) percent of the contract amount; and to authorize the issuance of purchase orders during the contract term, subject to annual budget appropriations. **Approved**

3. Council action is requested to authorize $100,818.03 in expenditures with TC Fuller Construction LLC for Fire Station Number One (1) for Fire Department, and authorizing change orders up to ten percent (10%) of the authorized amount. **Approved**

4. Council action is requested to approve the addendum to the contract with InvoiceCloud for a merchant fee schedule change for the online and IVR payment processing service. **Item passes 6-0 Approved**

This item was pulled for special consideration by CM Stewart. He clarified that this fee is only attached to debit and credit cards.

Councilmember Stewart moved to Approve the item as presented. Motion seconded by Councilmember Perkins.

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins,

Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

5. Council action is requested to authorize the Municipal Services Department to expend $437,000 with ESI Contracting Corp. for rock and to approve change orders of up to ten percent (10%) of the authorized amount, in Fiscal Year 2026-2027. **Approved**

6. Council action is requested to expend $438,100 to Design Mechanical, for HVAC maintenance and repairs for Independence Power & Light (IPL) Service Center and Transmission & Distribution Division, Independence Justice Center (IJC), Fire Department, Independence Municipal Commons and Parks & Recreation Department locations and authorizing change orders up to ten percent (10%) of the authorized amount. **Approved**

7. Council action is requested to authorize the City Manager to issue a purchase order in the amount of $200,000 to Synagro for biosolids hauling and land application, and authorizing ten percent (10%) of the authorized amount for future change orders, for the Rock Creek Wastewater Treatment Plant. **Approved**

8. Council action is requested to authorize the City Manager to issue a purchase order to Shannon Chemical Corporation in the amount of $150,000 for sodium hexametaphosphate, authorizing up to ten percent (10%) of the authorized amount for future change orders, for the Courtney Bend Water Treatment Plant. **Approved**

9. Council action is requested to authorize the City Manager to issue purchase orders in the amount of $410,000 for PVS DX for water disinfection chemicals, and authorize up to ten percent (10%) of the authorized amount for future change orders, for use by the Courtney Bend Water Treatment Plant and the Rock Creek Wastewater Treatment Plant fo Fiscal Year 2026-2027. **Approved**

10. Council action is requested to authorize the City Manager to issue a purchase order to Ozark Kenworth (dba MHC Kenworth), in the amount of $250,000, and authorizing change orders of up to ten percent (10%) of the authorized amount, for fleet repairs and warranty work for the Central Garage Division of the Municipal Services Department. **Approved**

11. Council action is requested to expend $1,658,800 to Davenport Construction for street cut repairs for the Municipal Services and Power & Light Departments and authorizing change orders up to ten percent (10%) of the authorized amount. **Approved**

12. Council action is requested allow the City Manager to sign a memorandum of understanding (MOU) with, and issue a purchase order for $100,000 to the Community Services League (CSL) as part of a commitment to "Independence TOGETHER'. **Approved**

RESOLUTIONS

1. 26-751 A resolution authorizing an agreement with the Communications Workers of America, Local Union 6360, for the term of July 1, 2026 through June 30, 2029 **Approved Res. No. 7247**

2. 26-752 A resolution appointing Mayor Kevin King and Councilmember John Perkins to the Advisory Committee of the Independence Economic Development Partnership. **Approved Res. No. 7248**

3. 26-753 A resolution appointing Adrienne Story and Tiffany Strezoski as members of the Japanese Sister City Committee of the City of Independence, Missouri **Approved Res. No. 7249**

4. 25-754 A resolution amending Article I as it pertains to Workplace and Equal Employment Opportunity Policies, I. Complaint Procedure verbiage of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7250**

5. 25-755 A resolution amending Article III as it pertains to Recruitment, Selection, Probation and Promotion, B. Recruitment verbiage update of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7251**

6. 25-756 A resolution amending Article IV as it pertains to Hours of Work and Leave, B. Attendance verbiage update of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7252**

7. 25-757 A resolution amending Article VI as it pertains to Separation and Disciplinary Action G. Re-employment after Separation verbiage of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7253**

8. 26-758 A resolution requesting that the City Manager bring forth an ordinance for Council consideration to call an election for November 3, 2026, to vote on a General Obligation Bond dedicated to funding City-owned historic sites (*Sponsored by Councilmember Perkins*) **Item passes 5-1 Res. No. 7254**

This item was pulled for special consideration by CM Perkins.

Councilmember Perkins moved to Approve the item as presented. Motion seconded by Councilmember Vaught.

AYES (5): Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (1): Councilmember Stewart
ABSENT (1): Councilmember Atkinson

Item passes 5-1

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 16523 E US 40 Highway from R-6, Single Family Residential, and C-2, General Commercial, to C-2, General Commercial. ***New Information Only.***

This item was presented by Rick Arroyo, Assistant Community Development Director.

This rezoning was considered by the Planning Commission on June 9th of this year.

The Planning Commission did vote in favor of this rezoning.

This is essentially a corrective rezoning for a property at 16523 E US 40 Hwy from a R-6 single family and C-2 General Commercial to solely a C-2 General Commercial zoning. The purpose is so the applicant can provide a multifunctional culinary arts and trade skills event space by rehabilitating the existing (3) structures on the property.

No new information to provide.

26-062 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and C-2 (General Commercial) to District C-2 (General Commercial) for the property located at 16523 East US 40 Highway. **2R Item passes 6-0 Ord. No. 19819**

2. A public hearing for the application to rezone the property at 20691 E US 24 Highway from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development Plan and approve a preliminary development plan. ***New Information Only.*** **Item is postponed to 8/3/26 5-0-1**

Councilmember Perkins moved to postpone the item to August 3rd. Motion seconded by Councilmember Dorman.

AYES (5): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Dorman

NAYS (0): None
ABSENT (1): Councilmember Atkinson
Mayor King abstains

Motion passes 5-0-1 Item postponed to August 3rd.

26-063 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **2R Item is postponed to 8/3/26 5-0-1**

Councilmember Perkins moved to postpone this item to August 3rd. Motion seconded by Councilmember Stewart.

AYES (5): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson
Mayor King abstains

Motion passes 5-0-1 Item postponed to August 3rd.

3. A public hearing for the Special Use Permit application to operate a rental car business at 3601 S. Noland Road. ***New Information Only.***

This item was presented by Rick Arroyo, Assistant Community Development Director.

This Special Use Permit was considered by the Planning Commission on June 9th of this year.

The Planning Commission did vote in favor of this Special Use Permit.

This is to allow the Avis Car Rental Company to use a property located at 3601 S Noland Road as overflow for additional storage of their rental vehicles. The area is currently a paved lot behind a strip center with multiple tenant spaces.

No new information to provide.

26-064 **2R** An ordinance approving a Special Use Permit to expand the operations of a car rental agency to 3601 South Noland Road, Independence, Missouri. **2R Item passes 6-0 Ord. No. 19820**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

4. A public hearing for the Preliminary Development Plan application for the McBee Acres Subdivision. ***New Information Only.***

This item was presented by Rick Arroyo, Assistant Community Development Director.

This Preliminary Development Plan was considered by Planning Commission on June 9th of this year.

The Planning Commission did vote in favor of this Preliminary Development Plan.

This is to revise lot envelopes for the McBee Acres development located north of 24 Hwy and west of Salem Drive on a property just inside the city limits. This development plan was approved back in April of 2022 but as a development with two distinct lots. For constructability the applicant wishes to add the individual lot envelopes to this development plan requiring an update to the PUD plan.

No new information to provide.

26-067 **2R** An ordinance approving a Preliminary Development Plan for the property located north of US 24 Highway and west of Salem Drive in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19821**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

5. A full public hearing for a Retail Selling of Intoxicating Liquor of all kinds in the original package for On the Go located at 9307 E. 23rd St. ***Full Public Hearing.***

This item was presented by Tom Scannell, Community Development Director.

This item is a full public hearing because it is located within 300 feet of a residential area. There have been no emails or calls opposing this item. Information was mailed out to residents.
Ali, the owner of the business said he has worked hard to provide a clean and safe business and will continue to do so.

NON ORDINANCE ACTION ITEMS

1. Council action is requested on the application received from On the Go for Retail Selling of Intoxicating Liquor of all kinds in the original package that is located at 9307 E. 23rd Street. **Item passes 6-0 Approved**

Councilmember Dorman moved to Approve the item as presented. Motion seconded by

Councilmember Perkins.

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

ORDINANCES

1. 26-010 **2R** An ordinance amending Section 3.01.001 of the Independence City Code to expand the definition of a public nuisance animal **2R Item passes 6-0 Ord. No. 19822**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

2. 26-059 **2R** An ordinance amending Section 18.18.001-010 of the Independence City Code concerning bicycles, motorized bicycles, and motor scooters. **2R Item passes 6-0 Ord. No. 19823**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

3. 26-060 **2R** An ordinance amending Section 18.01.001 of the Independence City Code to change the definitions of electric personal mobility devices, motorcycle, and motorized bicycles. **2R Item passes 6-0 Ord. No. 19824**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

4. 26-065 **2R** An ordinance approving a final plat for Meadowbrook Estates – 2nd Plat located Southeast of Eureka Road and R.D. Mize Road in Independence, Jackson County, Missouri. **2R Item passes 6-0 Ord. No. 19825**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins,

Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

5. 26-066 **2R** An ordinance approving a final plat for Jackson Place – 1st Plat located west of Jackson Drive and south of R.D. Mize Road in Independence, Jackson County, Missouri. **2R Item passes 6-0 Ord. No. 19826**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

6. 26-068 **2R** An ordinance approving a final plat for McBee Acres located north of US 24 Highway and west of Salem Drive in Independence, Jackson County, Missouri. **2R Item passes 6-0 Ord. No. 19827**

AYES (6): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (1): Councilmember Atkinson

Item passes 6-0

FIRST READING(S)

1. 26-070 **1R** An ordinance repealing and replacing Ordinance No. 19522 and granting necessary easement authority as part of the Valley View Extension Project (No. 512001) **1R Read**

2. 26-071 **1R** An ordinance authorizing the acceptance of funding from the US Department of Justice, US Marshals Service, through the Joint Law Enforcement Operations Task Force, for use by the Police Department, making the necessary appropriations; and authorizing future change orders for additional funding and/or time extensions. **1R Read**

INFORMATION ONLY

1. Case 26-810-01, a request for a Preliminary Development Plan for the property located at 136 E. White Oak Street, was advertised for a new information-only public hearing at the July 20, 2026, City Council meeting. At the applicant's request, consideration of this case by the City Council has been postponed. First reading is now scheduled for the August 3, 2026, City Council meeting, and the new

information-only public hearing is expected to be heard at the August 17, 2026, City Council meeting.

2. 23rd Street CID Budget for FY 26-27
3. Fairmount CID Budget for FY 2026-2027
4. Hartman Heritage Center CID Budget for FY 2026-2027
5. Marketplace CID Budget for FY 2026-2027
6. Noland Road CID Budget for FY 2026-2027
7. Noland South Shopping Center CID Budget for FY 2026-2027
8. Susquehanna Shopping Center East CID Budget for FY 2026-2027
9. Municipal Court Report for the month of June 2026
10. **Please Note**: In accordance with RSMo. 610.021, the City Council may convene in a Closed 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

Councilmember Perkins discussed an item on the Information Only section of the agenda. We received an email today from the applicant of the development at 136 E. White Oak Street, asking to postpone this item indefinitely. It will still appear on the agenda for 8/3 but it will take a council vote to postpone it.

Mayor King stated he was robbed of winning the Ted Lasso look-alike contest. He said he had a great time and thanked Jeff and Cindy Rogers for their efforts on Soccer Saturdays during the World Cup. They did a great job with providing food and games for the kids. He also thanked Independence Fire 71 for putting on Firefest. It was an awesome event and he enjoyed attending. This Wednesday he will be hosting a town hall at the Midwest Genealogy Center. Topics of discussion will include the Missouri Works Initiative regarding mental wellness, Independence Center, what we can do to help small businesses and city clean up.

City Manager Troy Anderson said the search was officially underway for a new Police Chief. The job has been posted on job boards across the nation and they are very excited to see what the search will lead to.

ADJOURNMENT

6:41 p.m.

Kevin King

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

Suzanne Howard

City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Independent Salt Company in the amount of $175,000, and to authorize up to ten percent (10%) of the authorized amount for future change orders, for the purchase of de-icing road salt, for the Streets Division of the Municipal Services Department

Recommendations:

Council approval is recommended.

Background:

This material is purchased annually and used to treat roads in the event of inclement winter weather events.

In August 2025, the City issued an Invitation to Bid (ITB #25047) for a pricing agreement for de-icing salt. Independent Salt Company was considered the lowest and most responsive bidder. This will be year 2 of this 3-year pricing agreement.

This is a budgeted operating expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $192,500, including a ten percent (10%) contingency. Funding for this expense is included in the Fiscal Year 2026-2027 budget, on page number 201, in account number 0115112-5312, Street Sales Tax Fund (011).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Copy of Bid Tab - ITB #25047 - De-Icing Salt

Invitation To Bid (ITB) #25047 - De-Icing Salt
Bid Closing Date - September 3rd, 2025

Vendor				Cargill, Inc.		Central Salt, LLC		Compass Minerals America Inc.		*** Independent Salt Company ***	
Item Code	Item Name	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	**Unit Price**	**Total Price**
Year 1, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		$80.21	$320,840.00	No Bid		**$66.10**	**$264,400.00**
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		$0.00	$0.00	No Bid		**$0.00**	**$0.00**
Year 2, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		$82.62	$330,480.00	No Bid		**$68.40**	**$273,600.00**
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		$0.00	$0.00	No Bid		**$0.00**	**$0.00**
Year 3, Item 1	Bulk Un-Treated Sodium Chloride Deicing Salt delivered	4000	Tons	Incomplete Bid. Non-Responsive.		$85.10	$340,400.00	No Bid		**$70.40**	**$281,600.00**
Year 1, Item 2	Bulk Clean Salt (Solar Salt) delivered	100	Tons	Incomplete Bid. Non-Responsive.		$0.00	$0.00	No Bid		**$0.00**	**$0.00**
Item 3	Delivery time after notification (Default is 1 - Enter # of days for your delivery lead time)	1	days	Incomplete Bid. Non-Responsive.		5	5	No Bid		**1**	**1**
TOTAL				Incomplete Bid. Non-Responsive.		$991,720.00		No Bid		**$819,600.00**	

*** Independent Salt Company recommended for award based on being the apparent low bidder.**

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action to authorize the City Manager to issue a purchase order(s) in the amount of $349,000 to Burns & McDonnell for transmission planning support services and to authorize change orders up to ten (10) percent of the authorized amount to for the Power & Light department (IPL).

Recommendations:

Council approval is recommended.

Background:

Transmission planning is required for IPL by the Southwest Power Pool (SPP) utilizing North American Electric Reliability Corporation (NERC) standards. NERC develops and enforces reliability standards to reduce risks to the reliability and security of the electric grid. SPP is the regional transmission organization tasked with ensuring reliable supplies of power and adequate transmission infrastructure to the region. Each year, SPP studies the power grid and requires responses from members to support evaluation of the SPP power grid.

Completion of the required transmission studies allows IPL's participation in the SPP energy market and overall SPP reliability area. Included in the annual transmission planning effort are the Annual Transmission Assessment, SPP Random Data requests (model builds, database updates & verifications), Winter Peak Operating Study (WPOS), Summer Peak Operating Study (SPOS), and on-demand interconnection requests.

Burns & McDonnell (B&M) has provided transmission planning support for the past several years. B&M is an approved A/E vendor, which has skill sets, software, and systems in place to provide the required support efficiently and economically.

The requested services are to be performed and included in fiscal year 2026-27.

Approval of this item authorizes the Finance Director to issue change orders up to ten (10) percent of the authorized amount, provided sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city totals $383,900, including contingency. Funding for the transmission planning support is included in the fiscal year 2026-27 proposed budget, page 212, account number 0206160-5226, Engineering – Professional Services, IPL Fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Burns McDonnell Contract - Professional Services City 2026-2028_Executed_WithProposal
2. Burns & McDonnell Approval Memo for transmission planning support services for IPL
3. 2027 Transmission Support Services B&M PROCUREMENT SOURCE JUSTIFICATION - Fillable PDF
4. Limited Source Justification for Burns & McDonnell for Transmission Planning Support

CONTRACT FOR
PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, 1898 & Co., a part of Burns & McDonnell Engineering Company Inc., a Corporation (hereinafter called Consultant).

W I T N E S S E T H:
WHEREAS, City requires consulting services for transmission planning support and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice 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 August 1, 2026.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT
Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by June 30, 2027.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the consultant, an amount not to exceed $349,000.00.

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.

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
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. If Consultant fails to meet the foregoing standard of care, Consultant will re-perform the services which are necessary to correct failures of this standard of care, at its own cost, and without reimbursement from City. Failures to meet this standard of care shall be reported to the Consultant in writing within one (1) year from the performance of the Services. This obligation to re-perform the services is Consultant's sole obligation and City's sole and exclusive remedy with respect to defects in the quality of the services.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION
Having considered the potential liabilities that may exist during the performance of this 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 article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increase project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

To the fullest extent permissible by law, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, affiliates, subcontractors and subconsultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services or this Agreement, including, but not limited to, tort claims, claims of negligence (of any degree), professional errors or omissions, breach of contract, breach of warranty, indemnity claims and strict liability of Consultant, its officers, directors, shareholders, employees, agents, subcontractors and subconsultants, and any of them, or otherwise shall not exceed the total compensation actually received by Consultant for the price of the work order which references this Agreement under which the subject services are being performed.

ARTICLE 10 – 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 City is to be named as an additional insured as the City's interest may appear for the General Liability. 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.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – 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 13 – 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 until 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.

Upon payment in full for services performed as identified above, all finished or unfinished drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, material, and any other documents as required of the Consultant under this Contract ("Documents") shall at the option of the City become its property. To the fullest extent permitted by law, Consultant shall have no liability whatsoever to any third-party with regard to the Documents, including the accuracy or completeness thereof. Further, any reuse, reliance, modification, or completion by others without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant, and City shall indemnify, defend, and hold harmless Consultant from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

ARTICLE 14 – 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 15 – 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 16 – 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 17 – 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 18 – THIRD PARTY RIGHTS
Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

ARTICLE 19 – 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.

ARTICLE 20 – 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 21 – OWNER'S ENGINEER
Consultant is directed to rely upon information provided by or through City, without independent verification. When Consultant services require Consultant to view or observe work product prepared by the City or others working on behalf of City, the parties agree that such observation is solely for the purpose of understanding the information and work product. The review is not intended to be exhaustive and the observation was not invasive; nor is the limited review to validate, confirm, or assure another engineer's calculations, design or efficacy, nor done as a QA/QC process, and thus should not be considered as recommendations to change design or as necessary to be implemented. Rather the limited review is solely to provide the City opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the design engineer. Nothing provided herein or in any report or deliverable to City shall be interpreted by any party as Consultant taking responsibility for the design, and/or being the engineer of record or responsible charge; any comments etc., are strictly for City consideration, and may only be properly considered and incorporated into the design by the engineer of record. Consequently, the parties agree that Consultant has no duty to discover defects, deficiencies or problems that may exist in any work product that is observed.

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 – GOVERNING LAW

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 Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – 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:

_____

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

ARTICLE 25 – 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 26 – 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 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. This Agreement may be amended only by a written instrument signed by all parties.

ARTICLE 27 – ANTI-DISCRIMINATION AGAINST ISRAEL

Pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Consultant's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

ARTICLE 28 – ENROLLMENT IN WORK AUTHORIZATION

Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE 27 – 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 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By: _____

Title: _____

Date: _____

Consultant

By: _____

Title: Project Management Director

Date: 7/6/2026

1898 & CO.
PART OF BURNS McDONNELL

PROPOSAL FOR

2026-27 TRANSMISSION PLANNING SUPPORT

SUBMITTED TO

INDEPENDENCE POWER & LIGHT

JUNE 17, 2026

June 17, 2026

Jessica Fett
Engineer III
Independence Power & Light
21500 E Truman Rd.
Independence, MO 64051

Re: Proposal for 2026-27 Transmission Planning Support

Dear Jessica Fett,

1898 & Co.®, a part of Burns & McDonnell, is pleased to submit this proposal to Independence Power & Light(IPL) to provide planning and consulting services for the 2025-2026 fiscal year. Our team is prepared to assist IPL with providing the support necessary to make this project successful. The sections below outline the proposed scope, schedule, and cost for supporting the needs for IPL.

I would like to thank you for the opportunity to provide our proposal for transmission planning services. Please do not hesitate to contact me directly with any questions you may have. We look forward to working with you and the entire team. If you have any questions, please contact Justin Helt at (816) 800-9442 or Justin.Helt@1898andco.com.

Sincerely,

Adam W. Mummert, PE
Associate Project Manager

Justin Helt, PE
Project Manager

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Appendices

Appendix A - Title

Appendix B - Title

1898 & Co.

The world is changing quickly, and transformation is the new imperative. To stay ahead, you need a partner who understands your challenges, has the vision to see where the industry is heading, and can respond quickly to develop the strategies to help you get there — a trusted advisor with the experience and proven track record to uncover and deliver straightforward, actionable insights that transform your business.

Our Story

1898 & Co. is a global business, technology and security consulting firm serving critical infrastructure industries. As an extension of your team, we plan, secure and optimize your asset-intensive organization.

With experience spanning your physical and digital infrastructure, we turn data into action that enables smarter decision-making for your people and business. Backed by more than a century of industry experience as part of Burns & McDonnell, we understand the complexities of your asset-intensive business model, the trends impacting your industry and the need to ground big ideas in operational realities.

From incremental organizational improvements to transformative operational solutions, clients trust 1898 & Co. to help them build a better tomorrow — from the ground up. Our experience and foresight converge to manage risk, digitally transform and strategically plan — a sound voice and a steady hand guiding you every step of the way.

100%
employee-owned

Backed by
13K+
professionals at Burns & McDonnell

75+
offices worldwide

Project Understanding

We are excited about this opportunity and look forward to putting our experience to work for you! The following Scope of Work describes the components of the proposal, which is divided into five (5) top tasks:

- Task 1: 2026 Transmission Assessment
- Task 2: 2026-27 Winter Peak Operating Study
- Task 3: 2027 Summer Peak Operating Study
- Task 4: 2026-2027 SPP Engineering Data Request Support
- Task 5: General Planning Support

Scope of Services

Task 1: 2026 Transmission Assessment

1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The 2026 Transmission Assessment consists of the following sub tasks:

- Steady State Analysis
- Short Circuit Analysis

Each sub task is described in further detail below.

Steady State Analysis

Steady State Model Development

The objective will be to develop the baseline models to be used for the steady state analysis. Consistent with the TPL-001-5 Reliability Standard, analysis will include evaluation of impacts for the near-term and long-term planning horizons. 1898 & Co. will communicate with IPL to reach agreement on the appropriate SPP power flow models to use for the steady state analysis. Consideration will be given to the MDAG and ITP Base Reliability power flow models. At a minimum, the years and seasons outlined in Table 1 will be required.

Table 1: Steady State Base Cases

Horizon	Study Year	Season
Near-term	Year 1 or 2	Summer
	Year 5	Summer
	Year 1-5 (only one)	Off Peak
Long-term	Year 10	Summer

Each of the baseline models will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

Sensitivity cases will be developed for each of the near-term system conditions to include a variation of one of the following:

- Real and reactive forecasted load
- Expected transfers
- Expected in service dates of new or modified Transmission Facilities
- Reactive resource capability
- Generation additions, retirements, or other dispatch scenarios
- Controllable loads and demand side management
- Duration or timing of known transmission outages

In total, four base cases and three sensitivity cases will be analyzed for the steady state analysis.

Perform Steady State Analysis

The objective will be to perform steady state analysis using the models selected and events defined in Table 2 below, using PowerGEM TARA software.

Table 2: Steady State Analysis Events

Category	Type	Initial Condition	Event
P0	N-0	Normal System	None
P1	N-1	Normal System	Loss of generator, transmission circuit, transformer, shunt device, or single pole of a DC line
P2	N-1	Normal System	Opening of a line section w/o a fault; Bus section fault; Internal breaker fault (bus-tie and non-bus-tie);
P3	N-G-1	Loss of generator unit followed by system adjustments	Loss of generator, transmission circuit, transformer, shunt device, or single pole of a DC line
P4	N-2	Normal System	Loss of generator, transmission circuit, transformer, shunt device, or bus section with stuck breaker under normal clearing
P5	N-1	Normal System	Failure of a non-redundant component of a Protection System
P6	N-1-1	Loss of transmission circuit, transformer, shunt device, or single pole of a DC line followed by system adjustments	Loss of transmission circuit, transformer, shunt device, or single pole of a DC line
P7	N-2	Normal System	Loss of common structure or bipolar DC line
EE2c	Extreme	Normal System	Loss of a switching station or substation (loss of one voltage level plus transformers)

The applicable SPP Zonal Planning Criteria will be used to evaluate the system performance for thermal loadings and voltage violations. In any instance where the analysis indicates an inability of the system to meet the performance requirements outlined in Table 1 of the TPL Standard, 1898 & Co. will work in close communication with IPL to develop corrective action plans addressing how the performance requirements will be met, including but not limited to load shed, generation dispatch, and/or circuit switching.

Project Development

The objective will be to develop system improvements to address reliability violations reported for events that do not allow for non-consequential load loss or interruption of firm-service. Solutions may consist of reconductoring or rebuilding existing facilities, development of new facilities, or upgrading terminal equipment of a facility to meet the required system performance. 1898 & Co. will work in close communication with IPL to determine the limiting element on a reported transmission facility as the starting point of developing possible solutions to address the need. Development of solutions will focus on the long-term needs while using the near-term results for staging as appropriate. Analysis will be performed on the developed solution(s) to confirm the system performance requirements are met.

Short Circuit Analysis

Model Development

The objective will be to develop the baseline models to be used for the short circuit analysis, following the same procedure as in the steady state analysis. Modeling assumptions incorporated into the steady state power flow models will be incorporated into the short circuit models. 1898 & Co. will communicate with IPL to reach agreement on the appropriate short circuit case(es) as developed by the MDAG for the short circuit analysis.

Perform Short Circuit Analysis

The objective will be to determine over-dutied circuit breakers on IPLs transmission system under the system conditions defined above. Based on the equipment ratings provided by IPL, 1898 & Co. will determine whether circuit breakers have interrupting capability for faults that they will be expected to interrupt with any planned generation and transmission facilities in-service which could impact the Study area.

For any instance where short circuit current interrupting duty on a circuit breaker exceeds the corresponding equipment rating, corrective action plans will be developed and coordinated with IPL to address the equipment rating violation as required by the TPL-001-5 Reliability Standard.

2025 Transmission Assessment Deliverables

After completing the Study, 1898 & Co. will provide a draft report summarizing the assumptions, methodology, results, and conclusions. 1898 & Co. will also include a TPL-001-5 compliance index as an appendix to the report. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 2: 2026-27 Winter Peak Operating Study

The Winter Peak Operating Study is performed on an annual basis and completed in the fall. 1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The Winter Peak Operating Study consists of the following sub tasks:

- Project Management, Initiation, and Coordination
- Steady State Analysis
- Operating Guide Development
- Transformer Tap Adjustment Table Development

Each sub task is described in further detail below.

Steady State Analysis

Power flow analysis will be performed for the current year using a regional SPP transmission model. 1898 & Co. will facilitate communication with IPL to determine the appropriate load and generation modifications to reflect the upcoming season and will apply these modifications to the model. The model will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

Consideration will be given to planned outages on neighboring systems to IPL. From this review a maximum of two scenarios will be developed.

Each operating assessment will be performed in accordance with the planning events and extreme events defined in the NERC TPL-001-5 transmission planning reliability standard on the IPL system and portions of neighboring systems. Defined events from previous efforts will be reviewed and addressed during the discussion at the kick-off meeting.

Applicable loading and voltage criteria will be determined and agreed upon through discussion with IPL at the time of the study. Loading and voltage violations will be reported for 69 kV and above facilities on IPL's system and portions of neighboring areas, specifically Evergy and Associate Electric Cooperative Inc. (AECI). Mitigations to the reported violations on IPL's system will be developed with allowable system adjustments within IPL, as defined in the NERC TPL reliability standard. The mitigations will be captured and documented for development of new operating guides.

Operating Guide Development

In connection with developing mitigation measures to address the power flow violations, 1898 & Co. will develop detailed operating guides for each violation. The operating guides will include at a minimum the following:

- Primary facility outage
- Mitigating action that is required to prevent the reported violation
- Minimum IPL system load at which the mitigating action is required (i.e. no mitigating action is required if the IPL system load is below this value)

An Appendix will be provided that includes the above information as well as the following:

- The facility that was reported as the violation
- Secondary facility outage that resulted in the reported violation (if applicable)
- The percent loading or per unit voltage of the facility reported as the violation
- Additional data as requested from IPL Operations

Transformer Tap Adjustment Table Development

In connection with developing the mitigation measures to address the power flow violations, 1898 & Co. will develop detailed transformer tap adjustment tables for each violation for which the operating guide specifies transformer tap adjustment as the mitigation.

Winter Peak Operating Study Deliverables

The deliverables of the steady state analysis will include the following:

- Tabulation of all observed facility overloads or voltage violations under “normal” operating conditions and possible mitigation and/or upgrade strategies.
- Tabulation of all observed facility overloads or voltage violations under contingency operating conditions and possible mitigation and/or upgrade strategies.
- Summary of new operating guides detailing the information as outlined above, including transformer taps tables.

After completing the analysis, 1898 & Co. will provide a draft report to IPL summarizing the assumptions, methodology, results, and conclusions of the assessment. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 3: 2027 Summer Peak Operating Study

The Summer Peak Operating Study is performed on an annual basis and completed in the spring. 1898 & Co. will perform the Study adhering to the requirements as outlined in the NERC TPL-001-5 Reliability Standard (TPL Standard). The Summer Peak Operating Study consists of the following sub tasks:

- Project Management, Initiation, and Coordination
- Steady State Analysis
- Operating Guide Development
- Transformer Tap Adjustment Table Development

Each sub task is described in further detail below.

Steady State Analysis

Power flow analysis will be performed for the current year using a regional SPP transmission model. 1898 & Co. will facilitate communication with IPL to determine the appropriate load and generation modifications to reflect the upcoming season and will apply these modifications to the model. The model will be reviewed and discussed with IPL to confirm the following normal system conditions are properly modeled:

- Existing facilities
- Known outage(s) of generation or transmission facility(ies)
- New planned facilities and changes to existing facilities
- Real and reactive load forecasts
- Known commitments for firm transmission service and interchange
- Resources (supply or demand side) required for load

Consideration will be given to planned outages on neighboring systems to IPL. From this review a maximum of two scenarios will be developed.

Each operating assessment will be performed in accordance with the planning events and extreme events defined in the NERC TPL-001-5 transmission planning reliability standard on the IPL system and portions of neighboring systems. Defined events from previous efforts will be reviewed and addressed during the discussion at the kick-off meeting.

Applicable loading and voltage criteria will be determined and agreed upon through discussion with IPL at the time of the study. Loading and voltage violations will be reported for 69 kV and above facilities on IPL’s system and portions of neighboring areas, specifically Evergy and Associate Electric Cooperative Inc. (AECI).

Mitigations to the reported violations on IPL's system will be developed with allowable system adjustments within IPL, as defined in the NERC TPL reliability standard. The mitigations will be captured and documented for development of new operating guides.

Operating Guide Development

In connection with developing mitigation measures to address the power flow violations, 1898 & Co. will develop detailed operating guides for each violation. The operating guides will include at a minimum the following:

- Primary facility outage
- Mitigating action that is required to prevent the reported violation
- Minimum IPL system load at which the mitigating action is required (i.e. no mitigating action is required if the IPL system load is below this value)

An Appendix will be provided that includes the above information as well as the following:

- The facility that was reported as the violation
- Secondary facility outage that resulted in the reported violation (if applicable)
- The percent loading or per unit voltage of the facility reported as the violation
- Additional data as requested from IPL Operations

Transformer Tap Adjustment Table Development

In connection with developing the mitigation measures to address the power flow violations, 1898 & Co. will develop detailed transformer tap adjustment tables for each violation for which the operating guide specifies transformer tap adjustment as the mitigation.

Summer Peak Operating Study Deliverables

The deliverables of the steady state analysis will include the following:

- Tabulation of all observed facility overloads or voltage violations under "normal" operating conditions and possible mitigation and/or upgrade strategies.
- Tabulation of all observed facility overloads or voltage violations under contingency operating conditions and possible mitigation and/or upgrade strategies.
- Summary of new operating guides detailing the information as outlined above, including transformer taps tables.

After completing the analysis, 1898 & Co. will provide a draft report to IPL summarizing the assumptions, methodology, results, and conclusions of the assessment. After receiving comments from IPL on the draft report, 1898 & Co. will incorporate the changes and provide a final report in electronic format.

Task 4: 2026-2027 SPP Engineering Data Request Support

SPP requests specific data necessary to commence engineering studies and assessments. SPP also requires members to participate in multiple model build processes for compliance with MOD-032. 1898 & Co. will support IPL's participation in these SPP efforts as outlined in the following sections.

Annual Data Requests

The annual data requests are distributed throughout the calendar year with set milestone dates. 1898 & Co. will assist IPL in developing and providing the data for many requests throughout the year. Based on previous conversations with IPL, 1898 & Co. will support the data preparations for the following requests during IPL's 2026 fiscal year, ending June 30, 2027:

Table 3: Data Request Items

Item	Anticipated Due Date
FAC-001 Transmission Owner Interconnection Requirements	7/31/2026
Quarterly Project Tracking Data Q3	7/31/2026
Zero Sequence Data	8/1/2026
Facilities Data	8/18/2026
Nuclear facility Voltage Criteria	8/31/2026
TPL-001 Steady State Corrective Action Plans	9/1/2026
Invalid Steady State Contingencies	9/21/2026
ITP 69kV Constraints for assessments	9/22/2026
October NITSA Data Submittal	10/1/2026
Transmission Operating Guides	10/16/2026
ITP/TPL TPL-001 Spare Equipment Strategy List	10/20/2026
TPL-001 Stability Corrective Action Plans and System Adjustments	10/23/2026
Quarterly Project Tracking Data Q4	10/30/2026
ITP/TPL TPL-001 Short Circuit ANSI Fault Current Calculation Parameters	11/13/2026
PRC-006 UFLS	12/11/2026
PRC-010 UVLS	12/11/2026
NERC TPL-007 GIC Modeling Data Collection for GMD Assessment	12/31/2026
Transmission Owner Project Evaluation (TOPEP) for Consideration In The ITP	1/23/2027
Quarterly Project Tracking Data Q1	1/30/2027
ITP/TPL-001 Short Circuit Needs	2/13/2027
MDAG Dynamic Model Build	2/20/2027
MDAG Powerflow and Short Circuit Model Build	3/1/2027
TPL-001 Short Circuit Corrective Action Plans	3/25/2027
TPL-001 Stability P1, P2, P3, P4, P5, P6, P7 and Extreme Events	4/1/2027
Zonal Planning Criteria	4/1/2027
Known outages of BES equipment in the Near-term Planning Horizon	4/1/2027
ITP Market Economic Model Generation and Load Review	4/2/2027
Quarterly Project Tracking Data Q2	5/1/2027
Resource Adequacy Data Submissions (Summer)	5/15/2027
ITP/TPL Steady State TPL-001 P1, P2, P3, P4, P5, P6, P7 and Extreme Events	5/20/2027
ITP/TPL BES Inclusion / Exclusion list	5/23/2027
ITP/TPL-001 Protection Scheme Contingencies	5/23/2027
ITP/TPL Steady State and Stability TPL-001 First-Tier Contingencies	5/23/2027
NERC Compliance Contacts	6/1/2027
MAX Fault Exceptions	30 days after request date

Item	Anticipated Due Date
MW-Mile Owner Length Data	90 days after initial request
MOD-033	90 days after Request Date
Transmission Owner Project Evaluation Process (TOPEP)	Ongoing: 1/1/2026 - 12/31/2026

Each of the items referencing year 2027 are anticipated to occur in the same month as outlined in the 2026 SPP Data Request schedule. 1898 & Co. will stay abreast of any change in the 2027 dates once issued by SPP. Each item is described in full detail in the 2026 SPP Annual Engineering Data Request and Schedule document that is attached to this proposal.

SPP Model Build Process Support

1898 & Co. will support IPL's participation in the SPP annual model build process. This will include supporting data preparations for data requests in addition to those listed above and reviewing posted models to ensure the accuracy of IPL's portions of the models.

SPP ITP Process Support

1898 & Co. will support IPL's participation in the SPP Integrated Transmission Planning Process (ITP). This will include supporting data preparations for data requests in addition to those listed above, review of posted ITP files to ensure the files used in the ITP process accurately reflect IPL's system, review of posted ITP needs and portfolios for impacts to IPL's system, and preparation of ITP Detailed Project Proposals (DPPs) for projects to address needs on IPL's system (should any such needs be identified).

SPP General Support

1898 & Co. will support IPL in reporting SPP working group activity, responding to general SPP data requests in addition to those outlined in the above sections, and provide other support relating to SPP transmission planning efforts.

2026-2027 SPP Engineering Data Request Support Deliverables

For each of the data categories, 1898 & Co. will prepare the requested data in the proper format as instructed and provided by SPP. 1898 & Co. will also prepare an annual data record report that tabulates and tracks the details of the data that was submitted to SPP through the Annual Engineering Data Request process and other data requests.

Task 5: General Planning Support

IPL may desire assistance from time to time to receive services related to transmission planning, transmission and distribution consultation, neighboring utilities data requests and correspondence.

General Planning Support Scope of Services

All tasks will be performed in cooperation between IPL and 1898 & Co. for the period of July 1, 2026 through June 30, 2027. The intention is to work as a team, with 1898 & Co. staff responsible for the accomplishment

of each requested task while working with IPL staff and keeping management apprised of the process, status, and results of the work. The requested tasks will be assigned based on individual expertise, with meetings and/or conference calls scheduled as necessary to coordinate activities and check the progression of the work. Transmission planning studies from previous general planning support engagements have included:

- Sub A 69 kV and 161 kV Bus Outage Impact Study
  - Evaluated the impact of multiple construction outage scenarios impacting the Sub A 161 kV and 69 kV buses.
- Sub M 69 kV Bus Outage Impact Study
  - Evaluated the impact of disconnecting the Sub M 69 kV ring bus under winter peak conditions to replace breakers 2, 5, and 8. Several potential configurations were studied.
- Sub M to Hawthorn 161 kV Line Outage Impact Study
  - Evaluated the impact of a proposed outage plan that would remove the Sub M to Hawthorn 161 kV transmission line and the Sub F to Hawthorn 69 kV transmission line from service under May load conditions due to a KCPL maintenance outage at the Hawthorn substation.

Other requested ad hoc support from previous general planning support engagements has included:

- Environmental raptor protection support
- Updating and revising IPL planning criteria
- Updating and revising IPL interconnection requirements
- Zonal Planning Criteria Due Diligence

General Planning Support Deliverables

The deliverables will be developed collaboratively and presented to IPL management and staff as required by the requested task. Meetings and/or conference calls will be scheduled at a mutually agreeable frequency to coordinate the activities.

Project Management, Coordination, and Schedule

Mr. Justin Helt will serve as the project manager and will be responsible for the proposed services. Mr. Helt is a Project Manager and has worked closely with IPL planning staff over the past several years in support of transmission planning services. Mr. Helt can be reached at (816) 800-9442 | justin.helt@1898andco.com.

The Project Manager will maintain project files as appropriate including, but not limited to, formal correspondence, conference memoranda, telephone memoranda, reports, manuals, calculations, technical data, action item lists and other relevant project information. Project communication will be accomplished via written and verbal communication as required by task and/or IPL request.

1898 & Co. will coordinate with IPL to identify an appropriate schedule for each deliverable requested within the identified Scope of Services. For SPP data request as outlined in Task 4, 1898 & Co. anticipates preparing the required data within the allotted time before the milestone dates issued by SPP.

Compensation

1898 & Co. will perform the Services described herein for a not-to-exceed fee of $349,000, subject to the clarifications and assumptions noted herein. This fee includes travel expenses, as necessary and coordinated with the IPL. 1898 & Co. shall seek pre-approval from IPL should the level of effort required for the Scope of Services exceed the estimated fee. All services provided under this proposal are expected to be performed on a “time and expenses” basis according to the attached “Schedule of Hourly Professional Billing Rates”. 1898 & Co. will notify IPL should the level of effort exceed the estimated fee.

Terms and Conditions

All services in this letter proposal will be performed under the latest approved terms and conditions of the Contract for Professional Services between Burns & McDonnell Engineering Company Inc. and the City of Independence, Missouri (“Contract”).

Validity

The costs and schedule shown herein are valid for 30 days from the date of this proposal, after which each is subject to change.

Acceptance

If this letter proposal is acceptable, please issue a Contract for execution, including this proposal as an attachment, and subsequent purchase order upon counter execution of the Contract.

APPENDIX A – SCHEDULE OF HOURLY PROFESSIONAL BILLING RATES

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$96.00
Technician *	6	$122.00
Assistant *	7	$149.00
	8	$209.00
	9	$245.00
Staff *	10	$285.00
	11	$308.00
Senior	12	$354.00
	13	$382.00
Associate	14	$387.00
	15	$389.00
	16	$391.00
	17	$396.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. A charge will be applied at a rate of $9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

Form BMR26-12

APPENDIX B – 2026 SPP ANNUAL ENGINEERING DATA REQUEST SCHEDULE

SPP ANNUAL ENGINEERING DATA REQUEST SCHEDULE

2026

01/01/2026

SPP Engineering

REVISION HISTORY

DATE	AUTHOR	CHANGE DESCRIPTION	COMMENTS
2/15/2016	SPP Engineering	Initial Draft	
2/15/2017	SPP Engineering	Added New Sections	October NITSA Data Submittal, Corrective Action Plans, NERC TPL-001 GIC Data Collection for modeling for GMD Assessment, PRC-006-2 UFLS, PRC-021-1 UVLS
2/12/2018	SPP Engineering	Added New Sections	MOD-030-3 Subsystem Files, Facilities Data, Quarterly Project Tracking Data, Resource Adequacy Requirement and EIA-411 Data Submissions, MDAG Dynamic Model Data, MDAG Powerflow and Short Circuit Model Data, Steady State Corrective Action Plans, Stability Corrective Action Plans, Short Circuit Corrective Action Plans,
2/1/2019	SPP Engineering	Added New Sections	MOD-033-1, Generation and Load Review
1/24/2020	SPP Engineering		Updated Section 1. Added Section 27.
1/29/2021	SPP Engineering		Added Short Circuit Needs Identification, Transmission Owner Interconnection Requirements, and NERC Compliance Contacts
02/01/2023	SPP Engineering	Added New Sections	Transmission Operating Guides, Zero Sequence Data
12/28/2023	SPP Engineering		Updates listed from feedback
10/30/2024	SPP Engineering	Added New Section for Zero Sequence and Positive Sequence Data; updated dates,	The added Interconnect section within each request details which interconnect is applicable to each request.

DATE	AUTHOR	CHANGE DESCRIPTION	COMMENTS
		SPP contacts, and Added Interconnect Sections.	
11/11/2025	SPP Engineering	Update dates; contacts, applicable entities for 2026; annual review of content for each section;	

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SECTION 1: ENGINEERING DATA REQUEST SCHEDULE

Annually, SPP requests data necessary to commence engineering studies and assessments. SPP developed this document to minimize duplicate engineering data requests while providing transparency for data submittal milestones. The requested data will be disseminated, as needed, within the SPP Engineering department. **This annual data request schedule applies to both the East and the West Interconnections unless otherwise noted within this document.**

The sections below list and describe what engineering data is being requested for various studies and assessments and provides the milestone date for submittal to SPP. **These milestone dates for data submittal are our best current estimates and are subject to change.** Each section in this document describes a different data request with specific request dates and milestone dates. In some cases, especially for request dates beyond the initial annual data request date, a more detailed subsequent data request will be communicated to the entities for clarification purposes. As you submit the engineering data to SPP, please notify the contacts listed in the sections below.

RMS

RMS is the preferred method for receiving all inquiries and many of the requests below designate RMS as their preferred method for receiving data as well. To create a new RMS account:

- Click on Register Now
- Enter Login Name — This should be your company email address.
- Create a password — Your password must contain at least 8 characters, contain upper and lowercase letters and at least one number. You are required to change your RMS password every 90 days.
- Enter required information (name, address, etc.)
- Click Create My Account button

Upon creation of an account, you can immediately submit an inquiry or Request.
To submit an inquiry, select "Submit Request" in the left-hand menu on the Home page. The first drop-down item is "Quick Pick." Selecting the “Engineering Planning” Quick Pick ensures your request or inquiry gets to the appropriate SPP staff quickly.
For additional tips, an RMS Job Aid can be found on spp.org.

GLOBALSCAPE

For those requests requiring GlobalScape access, stakeholders must provide SPP with a signed confidentiality agreement. Instructions can be obtained by clicking on the link. Please submit these forms via SPP’s Request Management System (RMS) through the “GlobalScape (Docushare/State Estimator/RA) Access” Quick Pick. After the executed confidentiality agreement is received, an account will be created for the requester on GlobalScape and an email with instructions for logging on will be sent to the requester. For those that already have a GlobalScape account, no additional action is necessary.

SECTION 2: 2026 INVALID STEADY STATE CONTINGENCIES

MILESTONE: Invalid Steady State Contingencies

Request Date: 08/24/2026
Due by: 09/21/2026

SPP Contacts
Greg Lampley
Annaliese Behr

Applicable Interconnections:
East
West

Entity Scope:
SPP Transmission Planners

SPP will post the list of existing invalid contingencies and solicit stakeholder review of this list as well as the identification of additional invalid contingencies. These invalid contingencies will be excluded from Planning analyses, including the 2026 ITP. **For new invalid contingencies, justification must be provided.**

The Invalid Contingency list can be found on GlobalScape at this path:
ITP (CEII, RSD) → ITP → Non-Competitive → NDA → 2026 ITP → Invalid Contingencies

Please submit questions and updates to the invalid contingencies list via RMS through the "ITP Submittal > Data Submittal" Quick Pick.

SECTION 3: ANNUAL FLOWGATE ASSESSMENT SUBSYSTEM FILES

Note: This request is being replaced by a data request that will be sent from SPP's Operations department. This is pending a MOPC approval January 13–14, 2026.

Revision Request 694 (RR694)

MILESTONE: ~~Annual Flowgate Assessment Subsystem Files~~

~~Request Date:~~ ~~01/15/2026~~
~~Due by:~~ ~~02/05/2026~~
~~SPP Contacts~~
~~Will Sayers~~
~~Planning Coordinator~~
~~Applicable Interconnections:~~
~~East Only~~
~~Entity Scope:~~
~~SPP Transmission Operators~~
~~SPP First-Tier Balancing Authority~~
~~To simulate transfers between areas, participation points of MW decrease/increase should be specified in the subsystem file(s).~~
~~The subsystem file should contain the following:~~

- ~~Provide units to participate in transfers including participation points. If absent from list, all units in area will participate.~~
- ~~Provide a list of Independent Power Producers (IPPs) and wind farms that are in-service in the current study ITP model set to be included/excluded (2026 Fall, 2026 Summer, 2026 Winter, 2027 Spring)~~
- ~~TOPs can specify generators to be excluded from use as participation points, such as generators that serve base load. The generation reduction should be based on economics, operating constraints or other criteria as specified by the Transmission Owner. The participation points used for import will be consistent for all transfer directions. Please use the format below to specify the generators being excluded from participation, circuit ID and reason for exclusion:~~

~~SYSTEM 'TEST-E-ALL'~~
~~AREA 900~~

~~SCALE ALL FOR EXPORT EXCEPT~~	~~Generator~~	~~Ckt~~	~~Reason for exclusion~~
~~BUS 999000 /~~	~~Name of Gen 34.500~~	~~1~~	~~wind.distribution~~
~~BUS 999001 /~~	~~Name of Gen 34.500~~	~~2~~	~~DVAR device~~

- ~~Specify whether the subsystem file can be used on all four seasons. If not, provide separate subsystem files per season.~~

~~SPP Planning Criteria 6.4.2.3 default parameters will be used if the subsystem file is not reviewed and feedback provided to SPP staff in a timely manner.~~

SECTION 4: MOD-033

MILESTONE: MOD-033

Request Date: As Needed
Due by: 90 days after Request Date

SPP Contacts
sppengineeringmodeling@spp.org

Applicable Interconnections:
East and West

Entity Scope:
SPP Transmission Operators

Per NERC Standard MOD-033, Planning Coordinators are required to establish consistent validation requirements to facilitate the collection of accurate data and building of planning models to analyze the reliability of the interconnected transmission system. As such, SPP, as the PC, must validate power flow and dynamic model performance against actual system behavior/response in order to determine if there are unacceptable differences.

For dynamics validation, the target of validation are the events that SPP determines are dynamic local events (which are disturbances on the power system that produce some measurable transient response, such as oscillations) or events which have significant impact on system performance.

The planning model validation requires a comparison of the performance of SPP's portion of the existing system in a planning dynamic model to actual system response during a dynamic event. **Once SPP has selected a system event for validation, event sequence data will be requested from the Transmission Operators (TOs). This data may be submitted to SPP in the form of logs, text files, or emails.**

SPP is requesting the following data initially from RC and TOP(s), but may request additional information at a later date:

- Bus voltage magnitude and angle
- Bus frequency
- Real power flow
- Reactive power flow
- Normal loading

The data provided should reflect a timeline of **5 minutes prior to the event through 10 minutes** after the event to adequately review the response of the BES elements on the SPP PC transmission system. Requested data can be provided via one or more of the following sources:

- EMS/State Estimator Data[1]
  - Load (RC/TOP)
  - Generation Dispatch (RC/TOP)
  - Area Interchange (RC/TOP)
  - Transmission System Topology (RC/TOP)
  - Transmission/Generation Outages (RC/TOP)
  - Transmission/Generation Status (RC/TOP)
- EMS to Planning Model Mapping
  - Including summary of items translated and items that are not during mapping
  - Guidance on remaining components of the model for mapping to the planning model
  - Description of planning model used for mapping. This step should be coordinated with SPP Modeling contacts listed below.

The requested format for the data is summarized in the following table:

DATA	REQUIRED FOR	PROVIDED BY	REQUESTED FORMAT
EMS State Estimator Case	Steady State Validation	SPP EMS Modeling	PSSE .raw format
EMS to Planning Mapping	Mapping the topology, load, generation, interchange, and other model elements	SPP EMS Modeling, SPP Planning Modeling	Text, Microsoft Excel
Outage Information	Steady State Validation, Dynamic Model Validation,	SPP Outage Coordination Group (CROW)	Outages Mapped to PSSE models in EMS State Estimator Case
Synchrophasor Data*	Dynamic Model Validation	SPP Real-Time Engineering Support, TOP in SPP PC footprint	Per unit, Positive sequence data, Text, CSV, or Microsoft Excel
Dynamic DR/ DFR data*	Dynamic Model Validation	TOP in SPP PC footprint	Per unit, Positive sequence data

[1] EMS/State Estimator Data can be provided as part of the EMS to Planning Model Mapped Case

Sequence of Event	Dynamic Model Validation, Steady State Validation	SPP RC, TOP in SPP	Log files, text, email.

* This information should include the PMU location, PMU bus number, any pi data (SCADA measurement), and single line diagram.

If you are unable to provide this data related to the event being requested, you must provide a written response to SPP indicating such within 30 days of the date of this request.

Please submit questions and updates by contacting the SPP MOD-033 Team.

SECTION 5: 2026 FACILITIES DATA

MILESTONE: Facilities Data

Request Date: 8/4/2026
Due by: 8/18/2026

SPP Contacts
Ahmed Alazzawi
Kyle Vaughan
Transmission Planning

Applicable Interconnections:
East Only

Entity Scope:
SPP Transmission Owners

The facilities data request provides planning engineers with a detailed list of which reactive devices can be adjusted to maintain reliability during a contingency. This list helps reduce the number of invalid needs that make their way to the Needs Assessment. SPP transmission owners will be requested to provide updates to any facility data previously submitted, including new installations or removals of equipment. This information will include technical specifications for the following equipment types:

- Generators
- Transformers
- Switched shunts
- Conductors

SECTION 6: 2027 ITP MARKET ECONOMIC MODEL GENERATION AND LOAD REVIEW

MILESTONE: Market Economic Model Generation and Load Review

East Schedule:	West Schedule:
Load & Gen Review- Pass 1	**Load & Gen Review- Pass 1**
Posting: 9/23/2025	Posting: 9/17/2025
Review: 9/24/2025-10/7/2025	Review: 9/17/2025-9/30/2025
RAR & Waiver Request Window	**RAR & Waiver Request Window**
9/30/2025 - 10/14/2025	9/26/2025-10/10/2025
Load & Gen Review- Pass 2	**Load & Gen Review- Pass 2**
Posting: 1/15/2026	Posting: 12/5/2025
Review: 1/16/2026-1/29/2026	Review: 12/8/2025-12/17/2025
Load & Gen Review- Final Pass	**Load & Gen Review- Final Pass**
Posting for Approval: 3/20/2026	Posting for Approval: 1/30/2026
Review: 3/23/2026-3/27/2026	Review: 1/30/2026-2/2/2026
Final ESWG Approval: 4/2/2026	Final ESWG Approval: 2/12/2026

SPP Contacts
sppengineeringmodeling@spp.org

Applicable Interconnections:
East and West

Entity Scope:
SPP Generator Owners
SPP Resource Planners
SPP Load Responsible Entities
SPP Load Serving Entities

SPP staff requests review of the economic parameters for generation and load model data to be utilized in the Integrated Transmission Planning (ITP) market economic models. Generation and load information will be provided for stakeholder review in the Engineering Data Submission Tool (EDST). Stakeholder updates and feedback should also be submitted in EDST.

Data to be reviewed is provided to SPP Stakeholders for review and may require updates. Data to be surveyed is data that should be reviewed and updated as necessary and is provided by SPP Stakeholders to SPP.

SECTION 7: QUARTERLY PROJECT TRACKING DATA

MILESTONE: Quarterly Project Tracking

Q1 2026 Request Date: 1/19/2026
Due by: 1/30/2026

Q2 2026 Request Date: 4/20/2026
Due by: 5/1/2026

Q3 2026 Request Date: 7/20/2026
Due by: 7/31/2026

Q4 2026 Request Date: 10/19/2026
Due by: 10/30/2026

SPP Contacts
Scott Maple
Victoria Doyle

Applicable Interconnections:
East only until a date TBD after RTO Expansion go-live, scheduled for April 2026

Entity Scope:
SPP Transmission Owners

SPP's Project Tracking program actively monitors the progress of approved SPP Transmission Expansion Plan (STEP), SPP Aggregate Study and TO planned projects. Each quarter, SPP staff polls transmission owners to determine the progress made on each approved project. This data is then compiled into a quarterly report for the Markets and Operations Policy Committee (MOPC), Regional State Committee (RSC), and SPP Board of Directors.

On a quarterly basis, the initial Project Tracking portfolio will be sent via email with a due date for requested updates. Staff will then request cost variance justifications for Applicable Projects with estimates outside their respective bandwidth thresholds. SPP Staff will notify TOs and the PCWG of cost estimates outside the precision bandwidth of +/- 20%.

Please make all updates in TRAC. If you make any changes to the in-service dates of projects, please make these changes in Model on Demand (MOD), as well.

Please refer to the Project Tracking & NTCs page of spp.org and the 2026 Quarterly Project Tracking Schedule located under "Related Document Groups" for more information.

SECTION 8: 2027 ITP/TPL STEADY STATE TPL-001 P1, P2, P3, P4, P5, P6, P7 AND EXTREME EVENTS

MILESTONE: Steady State TPL-001 P1, P2, P3, P4, P5, P6, P7 and Extreme Events

Request Date: 04/22/2026
Due by: 05/20/2026

SPP Contacts
Ahmed Alazzawi
Kyle Vaughan
Samantha Dix
Will Sayers
Brock Vanden Bos (West)
Planning Coordinator
Transmission Planning

Applicable Interconnections:
East and West

Entity Scope:
SPP Transmission Planners

Integrated Transmission Planning (ITP) and Transmission Planning (TPL) assessments require specific data sets for contingent elements. Additionally, the TPL studies utilize contingencies specified by Table 1 of the NERC TPL-001 standard. Steady State TPL-001 Table 1 P1, P2, P3, P4, P5, P6, P7 and Extreme Events are required to commence various system planning studies. Contingencies must include circuit IDs where applicable.

Please refer to the NERC TPL-001 Contingency Steady State Request and the Contingency Naming Convention sections below for specifics of contingency creation. Note that the requests for kV level and special cons have been added to the naming convention instructions.

Please also include:

- Rationale for contingencies is integrated as comments or holistic explanation statements in an additional document.
- The P3 and P6 events are optional as SPP will pair the applicable P1 events to simulate P3 and P6 events. If any member plans to submit additional P3 and/or P6 events, member submitted contingencies should be submitted as two (2) individual P1 events, with the generator outage occurring first. The contingencies should be named in a manner to indicate their pairing (i.e. contingency P11:__:__:_____-1 and P11:__:__:_____-2"

- P5 events due to Single Point of Failure of BES protection system per TPL-001 Table 1, footnote 13
- To provide better clarity for ITP vs TPL applicability in contingency naming and classification, please **populate a "Field 7" with the designations of "HV" or "EHV"** following the lowest kV applicable for any element contained in the contingency definition. SPP staff will use the EHV and HV designation to identify events in Table 1 of the NERC Standard TPL-001 that do not allow for non-consequential load loss (NCLL) or the interruption of firm transmission service (IFTS). In determining the EHV and HV designation, please ensure consistency with the following Table 1 items of the NERC Standard TPL-001 considering how events are simulated in PSSE and ability to apply Footnote 1 and 5 based on the PSSE contingency definition of event to remove only those elements "that Protection Systems and other controls are expected to automatically disconnect for each event".
- Ex.

```
CONTINGENCY 'PXX:230:AREA:NAME::DESC:HV:'
TRIP BRANCH FROM BUS 666666 TO BUS 666667 CKT 1          (230kV line)
TRIP BRANCH FROM BUS 777777 TO BUS 777778 CKT 1          (345kV line)
END

CONTINGENCY 'PXX:345:AREA:NAME::DESC:EHV:'
TRIP BRANCH FROM BUS 888888 TO BUS 888889 CKT 1          (345kV line)
TRIP BRANCH FROM BUS 999999 TO BUS 999990 CKT 1          (345kV line)
END
```

- To assist in **probabilistic planning** efforts and the requirements for **MOPC AI 302** (*TWG and ESWG to develop approaches that address winter peaking and cold weather driven reliability issues for incorporation in SPP's normal planning processes*), SPP is also requesting the submission of **additional contingencies driven by extreme and cold weather initiated events specifically resulting in dispatch changes**. The goal of these additional contingencies is to provide additional system operating points post contingency without full model builds to accommodate altered dispatch situations across the footprint. Contingency events of this nature would include but not be limited to generation scaling, transfer/system swing alterations, etc.
    - Requirements:
        - Inclusion of "RBP" acronym for "Risk-Based Planning" in the contingency name, Field 8
        - Inclusion of justification and rationale for the generator related outage/re-dispatch of the system commented in the con file
        - Inclusion of comments for any seasonal or model specificity
- Ex.

```
COM Only Applicable to Case Years: 5+, 10+, Summer/LightLoad only
COM Breaker Fault at Plant XX, followed by system re-dispatch

CONTINGENCY 'P23:345:AREA:PlantXX::Breaker Fault Plant XX:EHV:RBP'
REMOVE UNIT S1 FROM BUS 111111 MW
REMOVE UNIT S1 FROM BUS 222222 MW
SET BUS 333333 GENERATION TO 40 MW
SET BUS 444444 GENERATION TO 0 MW
SET BUS 555555 GENERATION TO 40 MW
TRIP BRANCH FROM BUS 666666 TO BUS 666667 CKT 1
TRIP BRANCH FROM BUS 777777 TO BUS 777778 CKT 1
END
```

Below are some additional reminders for syntax requirements of contingencies submitted based on SPP's automation which validates and processes contingencies and inconsistencies. SPP will change the contingency names and definitions to match standard inputs following these inclusion or exclusion guidelines when not followed.

INCLUDE:

- All eight fields, leaving blanks as placeholders
    - Ex. P12:138:TO:::Description → P12:138:TO:::Description::
- Apostrophes around the P event name if spaces are in any of the fields
    - Ex. Contingency P12:138:TO:::Description of something:: → Contingency 'P12:138:TO:::Description of something::' or Contingency P12:138:TO:::Description_of_something::
- Contingencies separated by P type, not model applicability, in .con files
    - Ex. TO_P1.con, TO_P2.con, etc.

EXCLUDE:

- Any additional comments in the same line as data for P names or definitions (usually with '/' preceding)
    - Ex. P12:138:TO:::Description:: / Extra comment here → P12:138:TO:::Description::
- Any "end of file" cons
- Any auto single contingency commands which are standardly taken in ITP/TPL ACCCs
- Contents other than "EHV" or "HV" in field 7, or, Contents other than "RBP" (Risk Based Planning) or "LLT" (Long Lead Time) in field 8
    - Ex. P12:138:TO:::Description:Comment:CommentAgain → Ex. P12:138:TO:::Description_Comment_CommentAgain::
- Field 7 and 8 descriptors not in the correct field
    - Ex. P12:138:TO::Description:EHV:: → P12:138:TO:::Description:EHV:

SECTION 9: 2027 ITP/TPL STEADY STATE AND STABILITY TPL-001 FIRST-TIER CONTINGENCIES

MILESTONE: Steady State and Stability TPL-001 First-Tier Contingencies

Request Date: 04/23/2026
Due by: 05/23/2026

SPP Contacts
Transmission Planning
Scott Jordan
Nathan Bean
Mathew Hall
Planning Coordinator

Applicable Interconnections:
East and West

Entity Scope:
SPP PC First-Tier Planning Coordinators, SPP PC First-Tier Transmission Planners
SPP TP First-Tier Planning Coordinators, SPP TP First-Tier Transmission Planners

Per the NERC TPL-001 standard R3.4.1 and R4.4.1, SPP PC is required to coordinate with adjacent Planning Coordinators (PCs) and Transmission Planners (TPs) (First-Tier entities) to ensure that contingencies on adjacent Systems which may impact the SPP System are included in the contingency file used in SPP transmission planning studies. Steady State and Stability TPL-001 First-Tier contingencies are required to commence various system planning studies. Contingencies must include circuit IDs where applicable.

Steady State contingencies

3.4.1. The Planning Coordinator and Transmission Planner shall coordinate with adjacent Planning Coordinators and Transmission Planners to ensure that Contingencies on adjacent Systems which may impact their Systems are included in the Contingency list.

Stability contingencies

4.4.1. Each Planning Coordinator and Transmission Planner shall coordinate with adjacent Planning Coordinators and Transmission Planners to ensure that Contingencies on adjacent Systems which may impact their Systems are included in the Contingency list.

Please refer to the NERC TPL-001 Contingency Steady State Request section and the Contingency Naming Convention section for specifics of contingency creation.

SECTION 10: ZONAL PLANNING CRITERIA

MILESTONE: Zonal Planning Criteria

Request Date: 02/17/2026
Due by: 04/01/2026

SPP Contact(s)
Maurisa Hughes
Krishada Watson

Applicable Interconnections:
East Only

Entity scope:

SPP Transmission Owners

The Integrated Transmission Planning (ITP) assessment includes Zonal Planning Criteria to implement zonal planning requirements. Attachment O, Section II.5 of the SPP Tariff requires that SPP Facilitating Transmission Owners provide their Zone's approved Zonal Planning Criteria to the Transmission Provider at least once a year, by April 1, in order for Zonal Reliability Upgrades to be assessed and included in the SPP Transmission Expansion Plan.

NOTE: This data will be used for the 2027 ITP needs assessment.

SECTION 11: 2027 ITP/TPL BES INCLUSION / EXCLUSION LIST

MILESTONE: BES Inclusion/Exclusion list

Request Date: 04/23/2026
Due by: 05/23/2026

SPP Contact
Samantha Dix
Will Sayers
Brock Vanden Bos (West)
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

Entities have the option to include facilities that would normally not be included as a Bulk Electric System facility (Inclusions) or to exclude facilities that would normally not be excluded as a Bulk Electric System facility (Exclusions) in system planning studies.

Inclusions:
I1: Transformers – 2 winding need to have both windings over 100kV, 3 winding at least two windings need to be over 100kV.
I2: Generators – 20MW single, 75MW aggregate through the high side of the step-up transformer.
I3: Blackstart resources.
I4: Wind and solar, other renewables – 75MW aggregate or more connected at 100kV or higher.
I5: SVCs, Cap banks, Reactors – connected at 100kV either directly or through step-up transformers.

Exclusions:
E1: Radials with the listed criteria.
E2: Behind the meter generation.
E3: Local networks.
E4: SVCs or Cap banks used for local voltage support, not on the BES.

The NERC BES reference document can be found here.

The SPP BES Quick Reference Guide can be found here.

SECTION 12: 2027 ITP/TPL TPL-001 SPARE EQUIPMENT STRATEGY LIST

MILESTONE: TPL-001 Spare Equipment Strategy List

Request Date: 09/15/2026
Due by: 10/20/2026

SPP Contact
Samantha Dix
Will Sayers
Brock Vanden Bos (West)
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

The NERC TPL-001-R2.1.5 standard states: "When an entity's spare equipment strategy could result in the unavailability of major Transmission equipment that has a lead time of one year or more (such as a transformer), the impact of this possible unavailability on System performance shall be studied. The studies shall be performed for the P0, P1, and P2 categories identified in Table 1 with the conditions that the System is expected to experience during the possible unavailability of the long lead time equipment."

Suggested format for data submittal:

Three Winding Transformers							
From Bus Number	From Bus Name	To Bus Number	To Bus Name	Last Bus Number	Last Bus Name	Id	Name

Two Winding Transformers				
From Bus Number	From Bus Name	To Bus Number	To Bus Name	Equipment

SECTION 13: 2027 ITP/TPL-001 PROTECTION SCHEME CONTINGENCIES

MILESTONE: TPL-001 Base and Sensitivity Models Protection Scheme Contingencies

Request Date: 04/23/2026
Due by: 05/23/2026

SPP Contact
Samantha Dix
Will Sayers
Brock Vanden Bos (West)
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

Steady State Contingencies

3.3.1 Simulate the removal of all elements that the Protection System and other automatic controls are expected to disconnect for each Contingency without operator intervention. The analyses shall include the impact of subsequent:

3.3.1.1. Tripping of generators where simulations show generator bus voltages or high side of the generation step up (GSU) voltages are less than known or assumed minimum generator steady state or ride through voltage limitations. Include in the assessment any assumptions made.

3.3.1.2. Tripping of Transmission elements where relay loadability limits are exceeded.

Stability contingencies

4.3.1. Simulate the removal of all elements that the Protection System and other automatic controls are expected to disconnect for each Contingency without operator intervention. The analyses shall include the impact of subsequent:

4.3.1.1. Successful high speed (less than one second) reclosing and unsuccessful high speed reclosing into a Fault where high speed reclosing is utilized.

4.3.1.2. Tripping of generators where simulations show generator bus voltages or high side of the GSU voltages are less than known or assumed generator low voltage ride through capability. Include in the assessment any assumptions made.

4.3.1.3. Tripping of Transmission lines and transformers where transient swings cause Protection System operation based on generic or actual relay models.

Contingencies must include circuit IDs where applicable.

Please refer to the NERC TPL-001 Contingency Steady State Request section and the Contingency Naming Convention section for specifics of contingency creation.

SECTION 14: 2026 TPL-001 STABILITY P1, P2, P3, P4, P5, P6, P7 AND EXTREME EVENTS

MILESTONE: Stability TPL-001 P1, P2, P3, P4, P5, P6, P7 and Extreme Events

Request Date: 02/06/2026
Due by: 04/01/2026

SPP Contacts
Scott Jordan
Nathan Bean
Mathew Hall
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

An Excel workbook (Stability Contingency Form.xlsx) will be provided in a subsequent data request by the data request date.

Contingencies must include circuit IDs where applicable.

SECTION 15: 2026 ITP/TPL TPL-001 SHORT CIRCUIT ANSI FAULT CURRENT CALCULATION PARAMETERS

MILESTONE: TPL-001 Short Circuit ANSI Fault Current Calculation Parameters

Request Date: 10/02/2026
Due by: 11/13/2026

SPP Contact
Nathan Bean
Scott Jordan
Mathew Hall
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

Transmission Planners (TPs) that require ANSI Fault Current calculation will provide the Planning Coordinator (PC) the following ANSI Fault Current Calculation parameters to be used for each bus within the TP area:

- Divisors
  - For branches in positive sequence
  - For machines in positive sequence
  - For branches in zero sequence
  - For machines in zero sequence
- Fault multiplying factors
  - DC decrement only or AC and DC decrement
- Max operating voltage, in PU
- Contact parting times, in seconds

SECTION 16: MW-MILE OWNER LENGTH DATA

MILESTONE: MW-Mile Owner Length Data

Request Date: First of the month following finalization of ITP Model
Due by: 90 days after initial request

SPP Contacts
Bryce Keaton

Entity Scope:
SPP Transmission Owners

Applicable Interconnections:
East and West

SPP utilizes MW-Mile analysis to determine proper allocation for the Billing and Revenue Distribution Process. Accurate Transmission Owner data and correct line length for each transmission branch in the SPP footprint are essential for this allocation process. Transmission line owner length format will be provided in a subsequent data request by the data request date.

If the submitting entity has verified that the branch data in the 2026 ITP Model can be used to accurately represent the MW-Mile owner data, an email attestation may be submitted in lieu of the additional data requested.

SECTION 17: OCTOBER NITSA DATA SUBMITTAL

MILESTONE: NITSA DATA SUBMITTAL

Request Date: 09/01/26
Due by: 10/01/26

SPP Contacts
Bryce Bowie
mailto:TS@spp.org

Entity Scope:
SPP Transmission Customers

Applicable Interconnections:
East and West

System Planning & Protection

The Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:

A ten (10) year projection by summer and winter peak for the following:

a. Demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration.

b. Planned generating capabilities and committed transactions with third parties for which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c. Estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and

d. A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer for which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner's Zone.

Please refer to the Open Access Transmission Tariff Attachment G Section 4.1a – 4.1d. The template can be found here.

SECTION 18: RESOURCE ADEQUACY DATA SUBMISSIONS

MILESTONE: Attachment AA and NERC Standard MOD-031 data submissions

NERC Standard MOD-031
Request Date: October 1, 2026
Due by: May 15, 2027
Submission Occurrence: Annual

Attachment AA
Request Date: October 1, 2026, for summer; April 1, 2026, for winter
Due by: May 15, 2027, for summer; November 15, 2027, for winter
Submission Occurrence: Twice per year

SPP Contact(s)
Sydney Breaker
Bradley Payne
Resource Adequacy

Entity scope:
Market Participants
Generator Owners
Load Responsible Entities

Applicable Interconnections:
East Only

Data submitted for Resource Adequacy is used to validate the requirements outlined in Attachment AA of the SPP Open Access Transmission Tariff (OATT) and NERC Standard MOD-031. The data is submitted through the Engineering Data Submission Tool (EDST) and contains, but is not limited to, resource specific information (including Deliverability Study results), purchases and sales information, and demand information for the previous year, current year, and future 10 years. GlobalScape is also used to submit documents for verifying requirements in Attachment AA that cannot be submitted through EDST. Any questions about Resource Adequacy or gaining access to EDST or GlobalScape for Resource Adequacy should be directed to the SPP contacts listed in this section.

Attachment AA can be located on the SPP Website using the following path;
https://sppviewer.etariff.biz/tariff

NERC Standard MOD-031 can be located using the following link;

https://www.NERC.com → Reliability Standards → United States → MOD-031-2 - Demand and Energy Data

The EDST can be located using the following link:
https://edstool.spp.org/EDST/

The Data Instruction Manual and User Guide for the EDST can be located on the SPP Website using the following paths:
https://www.spp.org → Engineering → Resource Adequacy → ResourceAdequacyWorkbookInstructionManual.docx

https://www.spp.org → Engineering → Resource Adequacy → EDST Materials → EDST User Guide V6.docx

Globalscape can be located using the following link:
https://sppdocushare.spp.org/EFTClient/Account/Login.htm

SECTION 19: MDAG DYNAMIC MODEL BUILD

MILESTONE: MDAG Dynamic Model Data

Request Date: 01/09/2026
Due by: 02/20/2026

SPP Contact(s)
sppengineeringmodeling@spp.org

Entity scope:

This data request typically goes out to all entities applicable to NERC standard MOD-032 and/or entities defined in the SPP Open Access Transmission Tariff which are required to provide modeling data in accordance with the SPP MDAG Model Development Procedure Manual.
Data Submitter entities as defined in the Scope of Applicability section of the SPP MDAG Model Development Procedure Manual.

Applicable Interconnections:
East and West

All Dynamics Data submitted to SPP Modeling shall conform to the requirements guidelines set forth in the SPP MDAG Model development Procedure Manual posted on the *MDAG Reference Documents* link under the Model Development Advisory Group (MDAG) page on SPP website. A detailed schedule comprising a set of models to be built is created by the MDAG on an annual basis based on the corresponding MDAG powerflow model build series. Once finalized by the Model Development Advisory Group (MDAG), the 2026 Series MDAG model build schedule will be posted to the SPP website at the following link: 2026 Series MDAG Dynamics Model Build Schedule. The model build typically starts mid-January and completes around the December timeframe of the same year.

Requested Data:

1) All dynamic and power flow data submitted to SPP Modeling Staff should conform to the guidelines set forth in the SPP MDAG Model Development Procedure Manual posted on the MDAG Documents Link under the MDAG area on SPP.ORG.
2) MDAG recognizes the AMWG and WECC acceptable model lists in accordance with the language contained in the MDAG manual section 4.
3) Please supply any dynamic data changes for machine models listed in the posted DOCU output files (from the final 2026 series MDAG dynamic models). The dynamic DOCU files contain machine data based on last year's models can be found on GlobalScape: Modeling (CEII, RSD)→MDAG Series →Dynamics→2026 Series →A. Initial Member Data Update. The updates should be supplied in member feedback subfolder.
4) The dyre file update submissions should include:

- Outdated generator, exciter, governor, and power system stabilizer models commented out with the "/old/" tag at the beginning of the line of the model data

```
/OLD/ 999999 'LCFB1' '1' 1 1 0.01 1.0 0.01 0.1 0.5 0.005 0.05 / \ 01/01/1996 12/31/2300
/OLD/ 999999 'GENROU' '1' 7.9 0.04 0.54 0.085 5.489 0.0 1.8 1.72 0.21 0.405 0.155 0.115
/OLD/         0.0731 0.3945 / GENROU UPDATE \ 01/01/1996 12/31/2300
/OLD/ 999999 'GAST' '1' 0.05 0.4 0.1 3.0 1.0 2.0 1.0 -0.05 0.0 / \ 01/01/1996 12/31/2300
/OLD/ 999999 'EXAC2' '1' 0.01 1.0 1.0 1000.0 0.01 8.6 -8.6 1.0 13.9 -13.9 0.66 4.0 0.0 0.05
/OLD/        1.0 0.1 0.8 1.0 10.79 4.73 0.02 3.55 0.01 / \ 01/01/1996 12/31/2300

999999 'USRMDL' '1' 'GENTPJU1' 1 1 0 16 6 1 7.9 0.04 0.54 0.085 5.489 0.0 1.8 1.547 0.21 0.405 0.155
       0.155 0.115 0.0600 0.4000 0 /  UPDATE \
999999 'AC7B' '1' 0 27.241 27.241 0 0.45 60.3 -54.1 90.8 82.6 60.3 -54.1 0 99 0 0.7 0 1 1
       2.1 1 1.2 99 0 4.5 0.001 6 0.01 / \
999999 'PSS2B' '1' 1 0 3 0 5 1 2.0 2.0 0.0 2.0 2.0 2.0 0.4555 1.0 0.5 0.1 10.0 0.2
       0.03 0.15 0.02 1 1 2 -2 2 -2 0.1 -0.01 / \
999999 'GGOV1' '1' 1 0 0.05 2.5 0.05 -0.05 6 1.4 0 0.05 1 0.15 0.5 1.55 0.13 0.5 0 0
       3 2 0.67 1 0 0.1 -0.1 0 0.01 10 0.1 0 0.00025 4 5 99 -99 / \ 01/01/1996 12/31/2300
```

- Parameter changes
- Renamed or renumbered units

5) In addition to updating existing dynamic information, please provide dynamic data for new generators and dynamic devices introduced in the 2026 MDAG power flow models that are subject to NERC standards for inclusion in dynamic models.

6) Machines that are over 10 MVA in the Western Interconnection and 20 MVA in the Eastern Interconnection will need to have a detailed model associated with them.

7) Review of renewable energy resource machine power flow updates:

   - Power flow data updates in PSS/E version 35.6.x format to accurately model facilitates at the generator kV bus which is typically below 1 kV are required. SPP power flow DocuCheck reports are provided to associated data submitters on GlobalScape: Modeling (CEII, RSD)→MDAG Series →Dynamics→2026 Series→A. Initial Member Data Update→Powerflow_DocuCheck.xslx. Data submitters should provide detail and updates to accurately model the renewable energy resources at their appropriate generator kV level. The appropriate wind flag, power factor, and voltage schedule set point should be modeled based on PSS/E documentation and dynamic model manufacturer's' recommendations.

8) Governor Response Type for Frequency Response (Eastern Interconnection Only):
   - Provide and update governor response type for frequency response as part of MMWG data collection requirements

9) CMLD data:
   - The SPP Dynamic Load Task Force (DLTF) has developed and benchmarked Industrial load representations for the CMLD_2 dyre file representing 3-phase motor and electronic loads. The CMLD_2 load model is being added in order to comply with a TPL-001-5 Requirement 2.4.1 that the dynamic simulations take into account the expected dynamic behavior of Loads that could impact the study area, considering the behavior of induction motor Loads. The MDAG approved an addition to the MDAG Manual stating non-scalable loads greater than or equal to 10 MW are required to have a dynamic load model

representation. CLOD and CMLD_1 models are considered obsolete and should be replaced with CMLD_2 models.

The CMLD workbook is located at GlobalScape: Modeling (CEII, RSD)→MDAG Series →Dynamics→2026 Series→A. Initial Member Data Update→ CMLD2_Workbooks.zip

SECTION 20: 2026 MDAG POWERFLOW AND SHORT CIRCUIT MODEL BUILD

MILESTONE: MDAG Powerflow and Short Circuit Model Data

Request Date: 12/29/2025
Due by: 03/2026

SPP Contact(s)
Jacob Lagrange

Entity scope:

This data request typically goes out to all entities applicable to NERC standard MOD-032 and/or entities defined in the SPP Open Access Transmission Tariff which are required to provide modeling data in accordance with the SPP MDAG Model Development Procedure Manual.

Data Submitter entities as defined in the Scope of Applicability section of the SPP MDAG Model Development Procedure Manual.

Applicable Interconnections:
East and West

All Powerflow and Short Circuit Data submitted to SPP Modeling shall conform to the requirements guidelines set forth in the SPP Model development Procedure Manual posted on the *MDAG Reference Documents* link under the Model Development Advisory Group (MDAG) page on SPP website. A detailed schedule comprising a set of models to be built, is created by the MDAG on an annual basis prior to the commencement of the model build. Once finalized by the Model Development Advisory Group (MDAG), the 2026 Series MDAG model build schedule will be posted to the SPP website at the following link: 2026 Series MDAG Powerflow and Short Circuit Model Build Schedule. The annual model build typically starts mid-July and completes around the March timeframe of the following year.

The model build normally entails several passes/iterations where Data Submitters have a chance to submit data, review the models developed by SPP staff, and provide corrections congruent with the approved schedule. Depending on the type of modeling data, SPP utilizes the following avenues to collect updates:

- **Model On Demand (MOD)**.
    - This is a database with a web-based interface through which Data Submitters can upload the following information (**steady state and short circuit**):
        - Future planned projects (generation resources, transmission)
        - As-built information of transmission and generation projects
        - Load and Generation profiles up to 10 years out

        - Device Control profiles such as transformer taps, switchable shunt voltage bands, etc.
        - Short Circuit information (mutual, positive, negative & zero sequence data)
    - All data submitters are expected to do MOD training in order to submit projects and profile data directly through the MOD web interface.
    - **Note**: If you are not a PSSE user, SPP has a template available to submit data.
    - How to Request Access
        - If you are a new user, please submit a RMS ticket. Below is the information to complete the request:
            - **Request Template**: Initiate a System Access Action
            - **Request Type**: Access
            - **Subtype 1**: Model on Demand
            - **Subtype 3**: You will confirm if you are a PSSE User or Non-PSSE user
            - **Subtype 4**: You will select the interconnection that you will be submitting data for.

- **Globalscape**
    - Secure file-share site used by SPP to store confidential data
        - SPP uses this site to share model data with Data Submitters and vice versa
    - Model information is stored on Globalscape such as PSSE models, supplemental model data, and training material.
    - How to Request Access
        - If you are a new user, please submit a RMS ticket. Below is the information to complete the request:
            - **Request Template**: Initiate a System Access Action
            - **Request Type**: Access
            - **Subtype 1**: Globalscape File Sharing
            - **Subtype 2**: Add User
            - **Subtype 3**: SPPDocushare/Engineering/TCR Models

- **Engineering Data Submission Tool (EDST)**
    - This tool is used primarily to coordinate and store transactions, PC-PC tie lines, and other data not readily found in the PSSE models (Refer to the SPP Model Development Procedure Manual for more details on EDST).
    - Data Submitters who are unsure of whether they need to submit information through EDST should contact SPP staff
    - EDST material can be found on the SPP website
    - How to Request Access
        - If you are a new user, please submit a RMS ticket. Below is the information to complete the request:
            - **Request Template**: Initiate a System Access Action
            - **Request Type**: Access
            - **Subtype 1**: Engineering Data Submission Tool (EDST)
            - **Subtype 2**: Add User
            - **Subtype 3**: Model Development (Powerflow/SC)

For access to the applications above, a Non-Disclosure Agreement (NDA) is required. If you currently do not have a Non-Disclosure Agreement (NDA) on file with SPP, please complete one. Here is the link to the confidentiality agreements: SPP Confidentiality Agreement [spp.org]. Since the modeling data is categorized as CEII (Critical Energy/Electric Infrastructure Information), we have to ensure first that an NDA is on file before proceeding with the access request. Based on your job function, please complete either a competitive (CD) or non-competitive (NCD) NDA. Please attach the complete NDA to your RMS ticket for your access. We will have SPP's Legal department to process it. Please note that NDAs are executed on the individual level. Therefore, if there are multiple parties that need access to the CEII data, we will need an NDA for each person.

The models will be built using Siemens PTI PSS/E software (PSSE V35.x) and the data below is normally requested congruent with the format specified in the MDAG manual.

- MOD-032 applicable entities are required to fill out the MOD-032 Data Submitter Designee Letter of Notice informing SPP that data will be submitted on the behalf of another entity.
    - The *MOD-032 Data Submitter Designee Letter of Notice* can be found in the appendix section of the model development manual.
- Powerflow and Short Circuit Data in accordance with Attachment 1 of NERC standard MOD-032 and the SPP Model Development Procedure manual.

Detailed data request emails will be sent out to all data submitters throughout the model building process to signify the beginning of each pass and solicit feedback.

If you are an applicable Data Submitter and need to be added to the modeling contacts distribution list, please contact **sppengineeringmodeling@spp.org**. Furthermore, data submitters unacquainted with the SPP modeling process are encouraged to sign up for the MDAG Exploder list on the SPP website to stay abreast of anything modeling related in SPP's Planning department.

The MDAG Procedure Manual can be found on the SPP Website at this path:
https://www.spp.org → Engineering → Modeling → Reference Documents → SPP Model Development Procedure Manual (LATEST VERSION)

OR

https://www.spp.org → Stakeholder Groups → Advisory Groups → Model Development Advisory Group → MDAG Reference Documents → SPP Model Development Procedure Manual (LATEST VERSION)

SECTION 21: 2026 TPL-001 STEADY STATE CORRECTIVE ACTION PLANS

MILESTONE: TPL-001 R2.7 Corrective Action Plan

Request Date: 07/01/2026
Due by: 09/01/2026

SPP Contacts
Will Sayers
Samantha Dix
Brock Vanden Bos (West)
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

See the TPL-001 Scope document for details about the format in which CAPs will need to be submitted.

SECTION 22: 2026 TPL-001 STABILITY CORRECTIVE ACTION PLANS AND SYSTEM ADJUSTMENTS

MILESTONE: TPL-001 R2.7 Corrective Action Plans and System Adjustments

Request Date: 9/14/2026
Due by: 10/23/2026

SPP Contacts
Scott Jordan
Nathan Bean
Mathew Hall
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East and West

See the TPL-001 Scope document for details about the format in which CAPs and system adjustments will need to be submitted.

SECTION 23: 2026 TPL-001 SHORT CIRCUIT CORRECTIVE ACTION PLANS

MILESTONE: TPL-001 R2.8 Corrective Action Plan

Request Date: 02/24/2026
Due by: 03/25/2026

SPP Contacts
Nathan Bean
Planning Coordinator

Entity Scope:
SPP Transmission Planners

Applicable Interconnections:
East Only

See the TPL-001 Scope document for details about the format in which CAPs will need to be submitted.

SECTION 24: 2026 ITP/TPL-001 SHORT CIRCUIT NEEDS

MILESTONE: Short Circuit Needs Identification

Request Date: 1/15/2026
Due by: 2/13/2026

SPP Contacts
Nathan Bean
Planning Coordinator

Applicable Interconnections:
East Only

Background:

As outlined in the TPL-001 Scope, stakeholders are to provide the applicable analysis type (ANSI or ASCC), fault type (3 phase or Single line-to-ground), fault current exceeded, and the value being exceeded (duty rating0 for each Short Circuit analysis results provided. Note: Please identify all breakers where the equipment rating is exceeded. Models are preliminary Short Circuit analysis results will be posted on GlobalScape. This information is needed in order for SPP to post the identified facilities as ITP Needs.

SECTION 25: TPL-001 AND IRO-017: KNOWN OUTAGES OF BES EQUIPMENT IN THE NEAR-TERM PLANNING HORIZON

MILESTONE: Near-Term/Long-Term Planning Horizon

Request Date: 02/06/2026
Due by: 04/01/2026

SPP Contacts
Scott Jordan (East)
Mathew Hall (West)
Planning Coordinator

Applicable Interconnections: East and WEST

Background:

As outlined in TPL 001 Scope SPP requires TPs to submit outages for consideration for inclusion in its PC TPL 001 analysis. This analysis provides results of considerations of key outages during the timeframes that are being studied in TPL 001. The results of this analysis are coordinated with the TPs as well as the RC, which is also utilized for compliance with IRO017 which indicates which outages as well as their mitigations should be considered as awareness for real time operations. The technical rational document below outlines the selections of outages that should be considered for TPs in the SPP PC footprint.

Technical rational document for outages

SECTION 26: NERC TPL-007 GIC MODELING DATA COLLECTION FOR GMD ASSESSMENT

MILESTONE: GIC Data Collection in Support of TPL-007

Request Date: September 2026
Due by: December 2026

SPP Contacts
Jacob Lagrange

Applicable Interconnections:
East and West

Entity Scope:

SPP Transmission Owners and Generation Owners

SPP, as Planning Coordinator (PC), requests that Transmission Owners and Generation Owners within the SPP PC area provide to SPP, as a Planning Coordinator:

- Data and information in support of the SPP GMD Model Set, or
- An explanation of the technical basis for an exception within 90 days of receipt of written notification from SPP

A "GIC Data Collection Template" will be sent out by SPP in a data request to facilitate the gathering of the necessary GIC data.

Background:

A GMD model-based set of steady-state models that incorporate GIC-related effects. The GMD Model Set is developed in two stages. First, the GIC System model containing GIC-related system information (such as substation grounding values, latitude/longitude, etc.) is used to determine the magnitude of GIC currents. Second, GIC currents are integrated into System models, translating GIC effects to the AC power system representations. The resultant set of System models, containing the GIC-related impacts, is referred to as the GMD Model Set. The Requirements R2 of the NERC TPL-007 standard (standard) became effective July 1, 2019. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

SECTION 27: PRC-006 UFLS

MILESTONE: Updated Information for Under Frequency Load Shed Database for PRC-006

Request Date: 10/09/2026
Due by: 12/11/2026

SPP Contact(s)
Nathan Bean
Scott Jordan
Mathew Hall
Naveed Siddiqui
Planning Coordinator

Entity Scope:
SPP Transmission Owners, Distribution Providers, and Generator Owners

Applicable Interconnections:
East Only

Background
R8. Each UFLS entity shall provide data to its Planning Coordinator(s) according to the format and schedule specified by the Planning Coordinator(s) to support maintenance of each Planning Coordinator's UFLS database.

All TO/DP/GO Entities that fall within the SPP PC footprint are required to complete and upload a "UFLS Attestation Form" form via GlobalScape. This form indicates if the Entity owns/operates:

- Armed UFLS relays
- Armed Automatic Load Restoration (ALR) relays
- Generator protective relays (set within the no-trip zone, PRC-006, Attachment 1), and/or
- Automatic equipment used to control over-voltage as a result of Under-frequency load shedding in the SPP PC footprint.

1. **Updated Model Database:** The UFLS Model Database (DB) contains the current powerflow model bus, load, machine, branch, and transformer data. The SPP PC UFLS Entities will mark all their entity loads in the UFLS Model DB.

2. **Updated Inventory Database**: Entities who own and operate *UFLS* relays, *Automatic Load Restoration, and/or generator protective relays (set within the no-trip zone, PRC-006, Attachment 1), Automatic equipment used to control over-voltage as a result of Under-frequency load shedding* in the SPP PC footprint equipment shall complete their "Inventory Database." Instructions for completing and posting the Inventory Database will be in the Reporting Instructions.

Previous data in support of PRC-006 will be provided by the PC at the time of the formal request.

SECTION 28: PRC-010 UVLS

MILESTONE: Updated Under-Voltage Load Shed Information for PRC-010

Request Date: 10/09/2026
Due by: 12/11/2026

SPP Contact(s)
Nathan Bean
Scott Jordan
Mathew Hall
Planning Coordinator

Entity Scope:
SPP Transmission Planners and Under-Voltage Load Shed Entities (Distribution Providers and Transmission Owners)

Applicable Interconnections:
East Only

Background:
R1. Each Transmission Owner and Distribution Provider that owns a UVLS program to mitigate the risk of voltage collapse or voltage instability in the BES shall annually update its UVLS data to support the Regional UVLS program database. The following data shall be provided to the Regional Reliability Organization for each installed UVLS system:

R1.1. Size and location of customer load, or percent of connected load, to be interrupted.
R1.2. Corresponding voltage set points and overall scheme clearing times.
R1.3. Time delay from initiation to trip signal.
R1.4. Breaker operating times.
R1.5. Any other schemes that are part of or impact the UVLS programs such as related generation protection, islanding schemes, automatic load restoration schemes, UFLS and Special Protection Systems.

Previous data in support of PRC-010 will be provided upon request to the PC.

SECTION 29: MAX FAULT EXCEPTIONS

MILESTONE: Max Fault Exceptions

Request Date: Summer 2026

Due by: 30 days after request date

SPP Contact(s)
Jacob Lagrange

Entity Scope:
Data Submitters*

Applicable Interconnections:
East and West

Background
In the Max Fault Short Circuit models, all available transmission and generation facilities are put in service to provide the maximum fault current possible in the transmission system. In certain scenarios Data Submitters request that particular facilities remain out of service for indicated reasons, e.g. a Normally Open transmission line. These facilities that Data Submitters request to not be put in service in the Max Fault Short Circuit model should be submitted to SPP as part of the Max Fault Exceptions file, so that these facilities will not be put in service during the Max Fault Short Circuit model build.

Any facilities that should be included in the Max Fault Exceptions file should be submitted to SPP per the applicable MDAG / ITP Short Circuit Model build schedule. This request for these exceptions will be included in the model data request during the MDAG / ITP Short Circuit Model build.

SECTION 30: FAC-001 TRANSMISSION OWNER INTERCONNECTION REQUIREMENTS

MILESTONE: Transmission Owner Interconnection Requirements

Request Date: July 2026
Due by: 30 days from Request Date
Submission Occurrence: Annual

SPP Contact(s)
Amber Wallace

Entity Scope:
SPP Transmission Owners

Applicable Interconnections:
East and West

Background:
FAC-001 requires Transmission Owners to make interconnection requirements available so that entities seeking to interconnect will have the necessary information. SPP gathers this information from all TOs to document in one place on OASIS to provide a central point of information for all SPP stakeholders.

SECTION 31: NERC COMPLIANCE CONTACTS

MILESTONE: NERC Compliance Contacts

Request Date: May 2026
Due by: 30 days after Request Date

SPP Contact(s)
Amber Wallace

Entity Scope:
Generator Owners
Generator Operators
Transmission Owners
Transmission Operators
Transmission Planners

Applicable Interconnections:
East and West

Background:
In order to ensure proper delivery of NERC compliance-related items, SPP will be sending a formal request for appropriate contacts from registered GOs, GOPs, TOs, TOPs, and TPs. These contacts will be used for future SPP NERC compliance coordination.

SECTION 32: TRANSMISSION OPERATING GUIDES

MILESTONE: Transmission Operating Guides

Request Date: 10/2/2026
Due by: 10/16/2026

SPP Contacts
Ahmed Alazzawi
Kyle Vaughan
Transmission Planning

Entity Scope:
SPP Transmission Owners

Applicable Interconnections:
East and West

Transmission owners and operators shall provide a list of the operating guides that are applicable to the transmission planning process, as well as withdraw any operating guides that are no longer valid for usage. These operating guides can be used as potential mitigations for violations observed in the ITP study.

These operating guides should consist of a .pdf file as well as any applicable idevs for applying the post-contingency actions listed in the operating guide. More details can be found in Section 5 of the ITP manual.

SECTION 33: 2026 ITP 69KV CONSTRAINTS FOR ASSESSMENTS

MILESTONE: 69kV Constraints for Assessments

Request Date: 9/4/2026
Due by: 9/22/2026

SPP Contacts
Annaliese Behr
Greg Lampley

Entity Scope:
All interested stakeholders

Applicable Interconnections:
East Only

SPP Staff is requesting stakeholders to submit 69 kV contingencies, monitored elements, or mon/con pairs for staff consideration to be included in the 2026 ITP Constraint Assessment and Market Powerflow Needs Assessment. This request is in concurrence with the ITP Manual section 2.2.3.2 and section 4.2.2. All submittals must be accompanied by justification to be included in the 2026 ITP Constraint Assessment and Market Powerflow Needs Assessment. Permanent and temporary 69kV flowgates as identified in SPP Operations will be included as flowgates in the 2026 ITP Assessments. The request form will also be posted to GlobalScape.

	P0, P1, P2.1	
	Monitored Element	Contingent Element
Reference Case Year 2 Peak	100 kV+ with select 69 kV facilities	100 kV+ with select 69 kV facilities
Reference Case Year 2 Off-Peak		
Reference Case Year 5 Peak		
Reference Case Year 5 Off-Peak		
Reference Case Year 10 Peak	100 kV+	100 kV+
Reference Case Year 10 Off-Peak		
F_X Year 5 Peak		
F_X Year 5 Off-Peak		
F_X Year 10 Peak		
F_X Year 10 Off-Peak		

Table 6: NERC Standard TPL-001 Planning Events as Monitored and Contingent Elements
ITP Manual v2.8 – Section 4.2.2 Market Powerflow Model (page 30)

Please provide all applicable modeling data in the provided Excel template in order to facilitate staff implementation of constraints and AC contingency analysis. SPP Staff is available to answer any questions regarding this data request.

SECTION 34: ZERO SEQUENCE DATA

MILESTONE: Final Reliability Assessment

Request Date: 5/9/2026
Due by: 8/01/2026

SPP Contacts
Transmission Planning
Jacob Lagrange

Entity Scope:
SPP Transmission Operators

Applicable Interconnections:
East Only

Zero sequence data is required to evaluate the effectiveness of an ITP solution and to determine if any new short circuit violations arise as the result of the solutions implementation. Each ITP, SPP identifies top solutions and requests study cost estimates for them. Zero sequence data will be requested near the end of the study cost estimate timeline, but in a separate request. As applicable, SPP will request zero sequence data from the transmission owner of the facilities included these solutions, if it has not already been provided as part of the original solution submission.

Please submit questions and updates via RMS through the "ITP Submittal > Data Submittal" Quick Pick.

SECTION 35: NUCLEAR FACILITY VOLTAGE CRITERIA

MILESTONE: Zonal & Company-Specific Planning Criteria

Request Date: 08/03/2026
Due by: 08/31/2026

SPP Contact(s)
Kyle Vaughan
Maurisa Hughes

Entity scope:

SPP Transmission Owners

Applicable Interconnections:
East Only

The Integrated Transmission Planning (ITP) assessment includes planning criteria to monitor nuclear facilities at a more stringent voltage criteria. Transmission Owners shall provide all applicable NUC-001 voltage criteria to the Transmission Provider by August 31, 2026. This data will be used for the 2027 ITP needs assessment.

SECTION 36: TRANSMISSION OWNER PROJECT EVALUATION PROCESS (TOPEP)

MILESTONE: Transmission Owner Project Evaluation Process
Request Date: 1/1/2026 – 12/31/2026

SPP Contact(s):
sppengineeringmodeling@spp.org

Entity scope:
SPP Transmission Owners

Applicable Interconnections:
East and West

Per Business Practice 7400, all new Transmission Owner planned projects must go through the SPP review process prior to inclusion in the planning model. For Planned Transmission System Changes, data submitters must notify SPP via an RMS ticket with a completed evaluation form. A copy of the form (*TO Project Evaluation Process Request Form*) is located on spp.org in the **Related Documents** section under Engineering > Modeling.

When submitting the form in RMS, please use the following to have it routed to the correct SPP Staff:

- **Request Template**: Submit Information
- **Request Type**: Submission
- **Subtype 1**: Planned Transmission System Change Evaluation

On the RMS ticket, please include the following attachments:

1) Geographical representation of interconnection or system change.
2) One-line diagram showing existing and proposed facility changes pertaining to the request.
3) IDV file(s) of proposed project.
4) If applicable, the Transmission Owner's study that demonstrates the need for the project or otherwise shows that no reliability impact is caused by the project.

The Transmission Provider will evaluate the RMS submissions and will determine which of the following study process the Transmission Owner Project will be evaluated:

- Integrated Transmission Planning (ITP) Assessment
- Sponsored Upgrade Study (SUS)
- Zonal Upgrade Study (ZUS)
- ITP Supplemental Study

The Transmission Provider will then notify the Transmission Owner which process is applicable.

SECTION 37: TRANSMISSION OWNER PROJECT EVALUATION (TOPEP) FOR CONSIDERATION IN THE ITP

MILESTONE: ITP Needs Assessment
Request Date: 1/5/2026
Due by: 1/23/2026

SPP Contact(s)
Maurisa Hughes
Annaliese Behr

Entity scope:
SPP Transmission Owners

Applicable Interconnections:
East

Ahead of the 2026 ITP/CPP Transition assessment, TOs shall submit planned transmission system changes to SPP via RMS using the TO Project Evaluation Process Request form by January 23, 2026. A copy of the form (TO Project Evaluation Process Request Form) can be located on spp.org in the **Related Documents** section under Engineering > Modeling. (see Section 36: Transmission Owner Project Evaluation Process (TOPEP) for more details).

If a Zonal Planning Criteria (ZPC) project should be assessed through the ITP/CPP, the ZPC violation that it addresses will be included in the 2026 ITP/CPP Needs Assessment posting. Asset Management projects submitted ahead of this deadline will also be evaluated in the 2026 ITP/CPP Transition assessment to confirm that they do not cause harm to the transmission system.

APPENDIX A: NERC TPL-001 STEADY STATE CONTINGENCY REQUEST

The initial requirements of the NERC TPL-001 standard (standard) becomes effective January 1, 2024. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

The PC requests that the TPs provide one contingency file per Table 1 'P' event (P1, P2, P4, P5, and P7) and one contingency file for all Table 1 steady state extreme events. The table below defines the naming convention of each file that the TPs will provide. Contingency file name example: XXXX is the PSS/E control area, e.g., NPPD_P1.con. Contingencies must include circuit IDs where applicable.

File name	Voltage level	Description
Not applicable	N/A	P0: No contingency
XXXX_P1.con	All	P1.1: Single Contingency (Generator)
	All[1]	P1.2: Single Contingency (Transmission Circuit)
	100 kV+	P1.3: Single Contingency (Transformer[2])
	100 kV+	P1.4: Single Contingency (Shunt)
	All	P1.5: Single Contingency (Single Pole of a DC line)
XXXX_P2.con	100 kV+	P2.1: Single Contingency (No fault line section)
	100 kV+	P2.2: Single Contingency (Bus section)
	100 kV+	P2.3: Single Contingency (Internal Breaker Fault [non-Bus-tie breaker])
	100 kV+	P2.4: Single Contingency (Internal Breaker Fault [Bus-tie breaker])
XXXX_P4.con	100 kV+	P4.1: Multiple Contingency[3] (Fault[4] on Generator, Stuck Breaker)
	100 kV+	P4.2: Multiple Contingency[3] (Fault[4] on Transmission Circuit, Stuck Breaker)
	100 kV+	P4.3: Multiple Contingency[3] (Fault[4] on Transformer[2], Stuck Breaker)
	100 kV+	P4.4: Multiple Contingency[3] (Fault[4] on Shunt, Stuck Breaker)
	100 kV+	P4.5: Multiple Contingency[3] (Fault[4] on Bus Section, Stuck Breaker)
	100 kV+	P4.6: Multiple Contingency[3] (Fault on Bus-tie Breaker Bus, Stuck Bus-tie Breaker)
XXXX_P5.con	100 kV+	P5.1: Multiple Contingency[3] (Fault on Generator, Primary relay failure on Generator)
	100 kV+	P5.2: Multiple Contingency[3] (Fault on Transmission Circuit, Primary relay failure on Transmission Circuit)
	100 kV+	P5.3: Multiple Contingency[3] (Fault on Transformer[2], Primary relay failure on Transformer)
	100 kV+	P5.4: Multiple Contingency[3] (Fault on Shunt, Primary relay failure on Shunt)
	100 kV+	P5.5: Multiple Contingency[3] (Fault on Bus Section, Primary relay failure on Bus Section)

[1] This voltage level has been updated from the previous TPL study P1.2 events
[2] Low side voltage
[3] All elements in this contingency must be at or above the associated Voltage level
[4] Non-Bus-tie Breaker

File name	Voltage level	Description
XXXX_P7.con	100 kV+	P7.1: Multiple Contingency (Any two adjacent circuits on common structure)
	All	P7.2: Multiple Contingency (Loss of a bipolar DC line)
XXXX_EExxx.con	All	EExxx 1-3b: See TPL-001-5 Standard page 25 for the event types needed

Software Generated Contingencies

When developing the contingency files, keep in mind that the PC will be automatically analyzing many contingencies through automatic N-1 & N-2 simulations. The auto-contingency feature allows all single contingencies (N-1) and combination of single contingencies (N-2) to be taken. It is important to note the contingency name of the auto-contingency analysis will not follow the recommended contingency naming convention. **To avoid duplicate results, a Transmission Planner may exclude a contingency in the applicable contingency file if the contingency will be analyzed during the auto-contingency analysis[5].** The contingencies that will be captured during the auto-contingency analysis are listed below.

N-1 contingencies[6]:

1. Generator
2. Shunt device
3. Single Pole of a DC line
4. Transmission branch[7]

N-2 contingencies will be generated in the POM software using the following conditions:

1. All Generators – All Generators
2. All Generators – Transmission branch[6] in same Area
3. All Generators – Shunt device in same Zone
4. Transmission branch[6] – Transmission branch[6] in same Zone
5. Transmission branch[6] – Shunt device in same Zone
6. Shunt device – Shunt device in same Zone

Contingency Naming

The PC requests that the TPs follow the SPP Contingency Naming Convention document when naming each contingency that will be submitted to the PC per this request.

Invalid Contingencies

The PC requests that the TPs provide a current list of invalid contingencies formatted as specified in the SPP Contingency Naming Convention document.

[5] Transmission Planner submitted contingency names will be retained.

[6] P1.2 is considered a breaker to breaker contingency and therefore not included in the automatic contingency simulation unless breakers are at each end of the transmission line segment.

[7] Transmission branch = Transformer or Transmission line segment.

APPENDIX B: SPP CONTINGENCY NAMING CONVENTION

Naming Structure

At a minimum, the required and optional fields of the contingency names should follow this structure:

1. Contingency name lengths are limited to 128 characters[8].
2. Use colon **":"** as a field delimiter (to separate fields).
3. Use back-to-back colons **"::"** for empty fields (null fields).

Required Field Descriptions

Fields one through three are considered static fields, meaning that the field types should be consistent for all contingencies.

Field 1: TPL-001-5 Table 1 Planning Event

For Planning Events P1, P2, P4, P5, P7, provide the Category and Event type with no delimiter. For example, a Category P1 paired with Event 1 should be listed as P11. Other examples include: P12, P13, P14, P15, P21, P23, etc.

For Extreme Event contingencies provide the event type "EExxx." For example, the loss of all transmission lines on a common right-of-way should be listed as EE2B. Other examples include: EE1, EE2A, EE2C, EE2D, EE2E, EE3A1, EE3A2, etc.

Field 2: Nominal Voltage

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, provide the Nominal Voltage per the guidelines below.

- Numerical voltages should be given as a three-digit integer in kV, with a leading zero for sub-BES voltages, e.g., 069, 161.
- For contingencies that involve generators and GSUs, the generator high-side voltage is the nominal voltage[9].
- For contingencies that involve non-GSU transformers, both low-side and high voltages with a dash **"-"** between the voltages, in that order, are the nominal voltage.

[8] PSS/E 33 limitation; Contingency names may be truncated in PSS/E standard reports. However, PSS/E will import and export the full 128-character name. MUST runs will limit the Contingency naming to 42 characters.
[9] TPL-001-5 Table 1, footnote 5

- For contingencies that involve any two adjacent circuits on a common structure and are different voltage levels, both low-side and high voltages with a dash **"-"** between the voltages, in that order, are the nominal voltage.

Field 3: Transmission Owner

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, provide the Transmission Owner abbreviation per the guidelines below.

- Provide the TO abbreviation as listed in the planning model.
- For jointly owned facilities, provide each TO abbreviation separated by a dash "–" with the Contingency Owner listed first.

Optional Field Descriptions

Fields four through six are considered dynamic fields and can be used to help improve communications between two entities sharing contingency information.

Field 4: Operational Facility Names

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 4 may be used to link the contingency with familiar historical or Operations naming conventions.

- Line Name
- EMS Station Name
- Event Name
- Existing Shorthand Contingency Name
- Etc.

Field 5: Nameplate Values

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 5 may be used to list PMAX of generators, QMAX of shunt device.

Field 6: Event Description

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 6 may be used to list the applicable descriptions of the event.

- For contingencies that involve a generator, provide Unit PSSE Bus Name and Unit ID.
- For contingencies that involve a transmission line, provide the From and To PSSE Bus Names and Circuit ID.
- For contingencies that involve a transformer, provide the PSSE Transformer name and Circuit ID.
- For contingencies that involve a shunt device, provide the PSSE Bus Name.
- For contingencies that involve a DC line, provide the From and To PSSE Bus Name.
- When opening a line section without a fault, provide the Opened End and Closed End PSSE Bus Names.
- For a loss of two adjacent circuits on a common structure, provide Lower kV Line Name, and Higher kV Line Name.

Field 7: Voltage Level Designation

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 7 may be used to list the kV level applicability for the event following footnotes 1 and 5 of NERC TPL-001-5. These must either be "EHV" or "HV" level descriptions in order to properly categorize ITP and TPL applicability.

Field 8: Special Contingency Flag

For Planning Events P1, P2, P4, P5, P7 and Extreme Events, Field 8 may be used designate special contingencies for additional analysis which can be included or excluded from study analysis when applicable. Currently, there are only two flags that may be used as options:

- "RBP" for Risk Based Planning regarding cold weather driven or risk-based contingencies and any system adjustments following
- "LLT" for Long Lead Time

EXAMPLES:

"P11:345:AEPW: *Optional Descriptor(s)*" *(Generator Contingency)*
(Contingency Type: P1.1, Point of Interconnection voltage kV: 345, Transmission Owner: AEPW, Optional Descriptor(s))

"P12:345:GRDA: *Optional Descriptor(s)*" *(Transmission Circuit Contingency)*
(Contingency Type: P1.2, kV: 345, Transmission Owner: GRDA, Optional Descriptor(s))

"P13:069-138:SPRM: *Optional Descriptor(s)*" *(Transformer Contingency)*
(Contingency Type: P1.3, Secondary kV: 69, "-", Primary kV: 138, Transmission Owner: SPRM, Optional Descriptor(s))

"P14:345:WAPA: *Optional Descriptor(s)*" (Shunt Device Contingency)
(Contingency Type: P1.4, highside connected kV: 345, Transmission Owner: WAPA, Optional Descriptor(s))

"P15:350:WERE: *Optional Descriptor(s)*" *(Single Pole of a DC Line Contingency)*
(Contingency Type: P1.5, kV:350, Transmission Owner: WERE, Optional Descriptor(s))

"P21:345:SPS: *Optional Descriptor(s)*" *(Opening of a line section w/o fault)*
(Contingency Type: P2.1, kV: 345, Transmission Owner: SPS, Optional Descriptor(s))

"P22:115:NPPD: *Optional Descriptor(s)*" *(Bus Section Fault Contingency)*
(Contingency Type: P2.2, kV: 115, Transmission Owner: NPPD, Optional Descriptor(s))

"P23:115:LES: *Optional Descriptor(s)*" *(Internal non-Bus-tie Breaker Fault Contingency)*
(Contingency Type: P2.3, kV: 115, Transmission Owner: LES, Optional Descriptor(s))

"P24:161:EMDE: *Optional Descriptor(s)*" *(Internal Bus-tie Breaker Fault Contingency)*
(Contingency Type: P2.4, kV: 161, Transmission Owner: EMDE, Optional Descriptor(s))

"P41:138:OMPA: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a generator Fault)
(Contingency Type: P4.1, Point of Interconnection voltage kV: 138, Transmission Owner: OMPA, Optional Descriptor(s))

"P42:138:MIDW: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Transmission Circuit Fault)
(Contingency Type: P4.2, kV: 138, Transmission Owner: MIDW, Optional Descriptor(s))

"P43:161-345:SUNC: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Transformer Fault)
(Contingency Type: P4.3, Secondary kV: 161, "-", Primary kV: 345, Transmission Owner: ITCM, Optional Descriptor(s))

"P44:345:KCPL: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Shunt Device Fault)
(Contingency Type: P4.4, highside connected kV: 345, Transmission Owner: KCPL, Optional Descriptor(s))

"P45:115:KACY: *Optional Descriptor(s)*" (Stuck non-Bus-tie breaker attempting to clear a Bus Section Fault)
(Contingency Type: P4.5, kV: 115, Transmission Owner: KACY, Optional Descriptor(s))

"P46:138:EMDE: *Optional Descriptor(s)*" (Stuck Bus-tie breaker attempting to clear an associated Bus Fault)
(Contingency Type: P4.6, kV: 138, Transmission Owner: EMDE, Optional Descriptor(s))

"P51:138:SPS: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a generator)
(Contingency Type: P5.1, Point of Interconnection voltage kV: 138, Transmission Owner: SPS, Optional Descriptor(s))

"P52:138:AEPW: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Transmission Circuit)
(Contingency Type: P5.2, kV: 138, Transmission Owner: AEPW, Optional Descriptor(s))

"P53:161-345:OPPD: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Transformer)
(Contingency Type: P5.3, Secondary kV: 161, Primary kV: 345, Transmission Owner: OPPD, Optional Descriptor(s))

"P54:345:WAPA: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Shunt Device)
(Contingency Type: P5.4, highside connected kV: 345, Transmission Owner: WAPA, Optional Descriptor(s))

"P55:138:LES: *Optional Descriptor(s)*" (Failure of a non-redundant relay protecting a Bus Section)
(Contingency Type: P5.5, kV: 138, Transmission Owner: LES, Optional Descriptor(s))

"P71:115-230:OKGE-WFEC: *Optional Descriptor(s)*" (Loss of 2 adjacent circuits on a common structure)
(Contingency Type: P7.1, Lower kV: 115,"-", Higher kV: 230, Transmission Owner: OKGE and WFEC, Optional Descriptor(s))

"P72:350:NPPD: *Optional Descriptor(s)*" (Loss of a bipolar DC Line)
(Contingency Type: P7.2, kV: 350, Transmission Owner: NPPD, Optional Descriptor(s))

"EE2A:161:SWPA: *Optional Descriptor(s)*" (Steady State Extreme Event)
(Contingency Type: Extreme Event, kV: 161, Transmission Owner: SWPA, Optional Descriptor(s))

APPENDIX C: BES QUICK REFERENCE GUIDE

Definition:

Bulk Electric System (BES): Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

Inclusions:

I1 – Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded by application of Exclusion E1 or E3.

I2 – Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with:

a) Gross individual nameplate rating greater than 20 MVA; or

b) Gross plant/facility aggregate nameplate rating greater than 75 MVA.

I3 – Blackstart Resources identified in the Transmission Operator's restoration plan.

I4 – Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are:

a) The individual resources, and

b) The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.

I5 – Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4.

Exclusions:

E1 – Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:

a) Only serves Load, or

b) Only includes generation resources, not identified in Inclusions I2, I3, or I4, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating), or

c) Where the radial system serves Load and includes generation resources, not identified in Inclusions I2, I3 or I4, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).

Note 1 – A normally open switching device between radial systems, as depicted on prints or one-line diagrams, for example, does not affect this exclusion.

Note 2 – The presence of a contiguous loop, operated at a voltage level of 50 kV or less, between configurations being considered as radial systems, does not affect this exclusion.

E2 – A generating unit or multiple generating units on the customer's side of the retail meter that serve all or part of the retail Load with electric energy if: (i) the net capacity provided to the BES does not exceed 75 MVA, and (ii) standby, back-up, and maintenance power services are provided to the generating unit or multiple generating units or to the retail Load by a Balancing Authority, or provided pursuant to a binding obligation with a Generator Owner or Generator Operator, or under terms approved by the applicable regulatory authority.

E3 – Local networks (LN): A group of contiguous transmission Elements operated at less than 300 kV that distribute power to Load rather than transfer bulk power across the interconnected system. LNs emanate from multiple points of connection at 100 kV or higher to improve the level of service to retail customers and not to accommodate bulk power transfer across the interconnected system. The LN is characterized by all of the following:

a) Limits on connected generation: The LN and its underlying Elements do not include generation resources identified in Inclusions I2, I3, or I4 and do not have an aggregate capacity of non-retail generation greater than 75 MVA (gross nameplate rating);

b) Real Power flows only into the LN and the LN does not transfer energy originating outside the LN for delivery through the LN; and

c) Not part of a Flowgate or transfer path: The LN does not contain any part of a permanent Flowgate in the Eastern Interconnection, a major transfer path within the Western Interconnection, or a comparable monitored Facility in the ERCOT or Quebec Interconnections, and is not a monitored Facility included in an Interconnection Reliability Operating Limit (IROL).

E4 – Reactive Power devices installed for the sole benefit of a retail customer(s).

Note – Elements may be included or excluded on a case-by-case basis through the Rules of Procedure exception process.

Quick reference:

Inclusions:

I1: Transformers – 2 winding need to have both windings over 100kV, 3 winding at least two windings need to be over 100kV.
I2: Generators – 20MW single, 75MW aggregate through the high side of the step-up transformer.
I3: Blackstart resources.
I4: Wind and solar, other renewables – 75MW aggregate or more connected at 100kV or higher.
I5: SVCs, Cap banks, Reactors – connected at 100kV either directly or through step-up transformers.

Exclusions:

E1: Radials with the listed criteria.
E2: Behind the meter generation.
E3: Local networks.
E4: SVCs or Cap banks used for local voltage support, not on the BES.

The better document for this is the NERC guidance document "Bulk Electric System Definition Reference Document."

Key to diagram color coding:

- Blue indicates that an Element is included in the BES
- Green indicates that an Element is not included in the BES
- Orange indicates 'points of connection'
- **Black** indicates Elements that are not evaluated for the specific inclusion depicted in the individual diagrams being shown

APPENDIX D: NERC TPL-001 STABILITY CONTINGENCY REQUEST

The initial requirements of the NERC TPL-001 standard (standard becomes effective January 1, 2024. SPP, the Planning Coordinator (PC), with guidance from the SPP TPL Task Force, requests Table 1 contingencies from the Transmission Planners (TPs) for the annual TPL assessment.

The PC requests on annual basis that the TPs provide a contingency spreadsheet per Table 1 for all 'P' events (P1, P2, P4, P5, and P7) and Table 1 steady state Extreme Events. The table below defines the naming convention for of each contingency that the TPs can provide in the spreadsheet. The spreadsheet tab labeled "form" is the location that the TP will insert the time domain description of the fault definition (sequence of events) or actions taken on the topology contained in the power flow model. SPP Staff will provide the necessary support to TPs in order to compile the fault definitions within the spreadsheet by request. The spreadsheet tab labeled "Submitter" is the location that the TP will insert their name, contact information, and the case or cases the contingency is to be applied. The number of contingencies requested will vary by year and will be contained in the formal request sent out via e-mail. The list below summarizes the type of contingency data the PC expects to receive during the annual contingency request:

- Events Expected to Produce More Severe Impacts (includes events coordinated with adjacent systems)
    - Rationale for Event Selections
- Relay models
    - PSS/E Dynamic Relay Models for DYRE file, and/or
    - Description of time domain relay actions that replicate the expected removal of elements
- Description of successful and unsuccessful high speed (less than one (1) second) reclosing
- Description of generator low voltage ride through characteristics if not already contained in DYRE file
- Remedial Action Schemes
- Generic or actual relay models for tripping of transmission lines and transformers where transient swings cause protection system operations
- Specific generator scaling that will be required to balance generation/load when generation is removed as a "prior outage" for a contingency.

Category	Initial Condition	Category	Event	Fault Type
P0 No Contingency	Normal System			
P1 Single Contingency	Normal System	P1_1	Generator	3ϕ
		P1_2	Transmission Circuit	3ϕ
		P1_3	Transformer	3ϕ
		P1_4	Shunt Device	3ϕ
		P1_5	Single pole of DC line	SLG
P2 Single Contingency	Normal System	P2_1	Opening a line section w/o a Fault	N/A
		P2_2	Bus section fault	SLG
		P2_3	Internal Breaker Fault (non-Bus-tie Breaker)	SLG
		P2_4	Internal Breaker Fault (Bus-tie Breaker)	SLG
P3 Multiple Contingencies	Loss of Generator followed by System Adjustment	P3_1	Generator	3ϕ
		P3_2	Transmission Circuit	3ϕ
		P3_3	Transformer	3ϕ
		P3_4	Shunt Device	3ϕ
		P3_5	Single pole of DC line	SLG
P4 Multiple Contingencies (Fault plus stuck breaker)	Normal System	P4_1	Generator	SLG
		P4_2	Transmission Circuit	SLG
		P4_3	Transformer	SLG
		P4_4	Shunt Device	SLG
		P4_5	Bus section fault	SLG
		P4_6	Loss of multiple elements caused by a stuck breaker	SLG
P5 Multiple Contingencies (Fault plus relay failed to operate)	Normal System	P5_1	Generator	SLG
		P5_2	Transmission Circuit	SLG
		P5_3	Transformer	SLG
		P5_4	Shunt Device	SLG
		P5_5	Bus section fault	SLG
P6 Multiple Contingencies (Two overlapping singles)	Loss of a Transmission Circuit followed by a System adjustment	P6_1		
		P6_1_1	Transmission Circuit	3ϕ
		P6_1_2	Transformer	3ϕ
		P6_1_3	Shunt Device	3ϕ
		P6_1_4	Single pole of DC line	SLG
	Loss of a Transformer followed by a System adjustment	P6_2		
		P6_2_1	Transmission Circuit	3ϕ
		P6_2_2	Transformer	3ϕ
		P6_2_3	Shunt Device	3ϕ
		P6_2_4	Single pole of DC line	SLG
		P6_3		

Category	Initial Condition	Category	Event	Fault Type
	Loss of a Shunt Device followed by a System adjustment	P6_3_1	Transmission Circuit	3ϕ
		P6_3_2	Transformer	3ϕ
		P6_3_3	Shunt Device	3ϕ
		P6_3_4	Single pole of DC line	SLG
	Loss of a Single Pole of DC line followed by a System adjustment	P6_4		
		P6_4_1	Transmission Circuit	3ϕ
		P6_4_2	Transformer	3ϕ
		P6_4_3	Shunt Device	3ϕ
		P6_4_4	Single pole of DC line	SLG
P7 Multiple Contingencies (Common Structure)	Normal System	P7_1	Any two adjacent circuits on common structure	SLG
		P7.2	Loss of bipolar DC line	SLG
Extreme Events (EE) A. Simulate the removal of all elements that Protection Systems and automatic controls are expected to disconnect. B. Simulate Normal Clearing unless otherwise specifed		Extreme_1		
	Local or wide area events affecting the Transmission System	Extreme_2		
	3ϕ fault on generator with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_a		
	3ϕ fault on Transmission Circuit with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_b		
	3ϕ fault on generator with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_c		

Category	Initial Condition	Category	Event	Fault Type
	3ϕ fault on bus section with stuck breaker or a relay failure resulting in Delayed Fault Clearing	Extreme_2_d		
	3ϕ internal breaker fault	Extreme_2_e		
	Other events based on operating experience	Extreme_2_f		



1898andco.com

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

DATE: July 24, 2026
TO: Joe Hegendeffer, Director of IPL and Amy Finch, Utility Finance Manager of IPL
CC: Melissa Cabrera, Director of Finance
FROM: Richelieu (Rich) M. Sese, Procurement Manager
SUBJECT: Burns & McDonnell for transmission planning support services for the Power & Light Department (IPL).

To provide clarity regarding the basis for the procurement recommendation and the justification for selecting Burns & McDonnell, the following information is offered for review and consideration.

The Procurement Source Justification form only included only a minimal description in the "Other" category indicating: "Continuity in service allowing reduced costs; A/E approved vendor". No additional details.

The background to the Council item originally said "Burns & McDonnell (B&M) has provided transmission planning support for the past several years. B&M is an approved A/E vendor, which has skill sets, software, and systems in place to provide the required support efficiently and economically.".

City Code Sec. 8.06.004 *When competitive bidding is not required*, provides that "In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:" Sec. 8.06.004.2 further states: "Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment , or services as determined by the Procurement Manager".

Based upon City Code, in my capacity as the Procurement Manager, I concur that Burns & McDonnell has the background and capacity to meet the needs of what is required to remain in compliance with the Southwest Power Pool (SPP) and North American Electric Reliability Corporation (NERC) standards. In your capacity as the Director and Utility Finance Manager of IPL, this memo is provided to respond to the portion of code allowing Council for approval of this item.

Richelieu (Rich) M. Sese, NIGP-CPP, CPPB
Procurement Manager

CC: Melissa Cabrera, Director of Finance

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

PROCUREMENT SOURCE JUSTIFICATION
For Sole Source or Emergency Purchases Above $10,000.00

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 is 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 PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE

Proposed supplier name and address:	**Munis Vendor ID #:**
Burns & McDonnell Engineering Company, Inc. 9400 Ward Parkway, KCMO 64114	**Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated Cost: $** $349,000.00

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 service
☐ **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 -** Continuity in service allowing reduced costs; A/E approved vendor

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:	Department:
Signature:	Title:

City Manager Authorization (Emergency Purchases Only)

Signature:	Date:

Richelieu Sese

From: Joseph Hegendeffer
Sent: Tuesday, July 7, 2026 8:53 AM
To: Jessica Fett
Subject: RE: Approval Requested - $349,000.00 1898&Co. - Annual Transmission Planning

I approve this req. Thanks

INDEPENDENCE
POWER & LIGHT

Joe Hegendeffer
Director

O - 816.325.7494
jhegendeffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Jessica Fett <jfett@indepmo.org>
Sent: Tuesday, July 7, 2026 8:48 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Subject: FW: Approval Requested - $349,000.00 1898&Co. - Annual Transmission Planning

INDEPENDENCE
POWER & LIGHT

Jessica Fett
Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

From: Jessica Fett
Sent: Wednesday, July 1, 2026 11:29 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Jennifer Sawyer <JSawyer@indepmo.org>; Cypress Heide <cheide@indepmo.org>; Briana Jarvis <BJarvis@indepmo.org>
Subject: Approval Requested - $349,000.00 1898&Co. - Annual Transmission Planning

For the annual transmission planning support for 26/27. Attached is the req, proposal and source justification. The council background will be sent out soon. I'm aiming for either the 7/20 or 8/3 council agenda.

Purchase Requisition

Independence Power & Light Department

Date Submitted:	07/01/26	Date Required:		Submitted by:	Fett
FOB: q ppd & add. q fit pd. q pick up		Requisition Number:		P.O. Number:	
Purpose:	Provide Transmission Planning Support Services for Fiscal 26/27.				

Item No.	Description	Unit Cost	Quantity	Total Cost	Account Numbers	
					Budget Account No.	FERC No.
1	Provide Transmission Planning Support Services for Fiscal 2027 per Burns & McDonnell proposal 6/17/26	$ 349,000.00	1	$ 349,000.00	6160-5226	
				$ -		
				$ -		
				$ -		
	Total			$ 349,000.00		

Suggested Vendors: (name and address)

1	Burns & McDonnell, 9400 Ward Parkway, Kansas City MO 64114
2	Attn: Adam W. Mummert, adam.mummert@1898andco.com, 816-349-6867
3	

This form is to be used when ordering any items over $2,500 or if this is an emergency request. FOB must be marked. If this is an emergency request, please attach a memo of explanation and justification which will satisfy any questions.

Approved by: Date:

INDEPENDENCE
★ POWER & LIGHT ★

Jessica Fett
Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Armor Equipment, in the amount of $531,340.98, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purchase of a replacement vacuum truck for use by the Sanitary Collection Maintenance Division (Project No. 302701) and the Stormwater Maintenance Division (Project No. 132701) of the Municipal Services Department.

Recommendations:

Council approval is recommended.

Background:

The Sanitary and Stormwater divisions of Municipal Services currently have two 9-yard vacuum combo trucks, which are used for hydro-excavation, cleaning, and repairs to stormwater and sanitary collection systems. One of these units has exceeded its life expectancy and will be sent to surplus as part of this purchase.

The cost of the new 9-yard vacuum combo truck is quoted at $531,340.98 and will be purchased through a Sourcewell cooperative contract. This purchase will be split 50/50 between Sanitary (No. 302701) and Stormwater (No. 132701) funds.

Section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

This is a budgeted capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $584,475, including contingency. Funding for the purchase of a Hydrovac Truck (Project No. 302701 & 132701) is included in the Fiscal Year 2026-2027 budget, on page numbers 202-203, in account numbers 302701-C-0317031-5406 (Sanitary) and 132701-C-0587058-5406 (Stormwater).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Independence 900 9-Yard Quote 4-30-26
2. Sewer Equip. Co. Sourcewell Contract 101221
3. 00003835__Sewer Equipment Sourcewell Contract Extension
4. Sewer Equipment 101221-SCA Sourcewell Pricing

QUOTATION

Name	FOB	Delivery Date	Date
City of Independence			**04/30/26**
Address		Other	
14909 E Truman Rd		**Sourcewell Quote**	
City, State, ZIP	Contact	Telephone	Fax
Independence, MO 64050	**Jeff Conway**	**816-668-1700**	

Quantity	Description	Each	Total
1	Sewer Equipment Co of America 900 Eco Combination Sewer Truck Single Axel - Freightliner Chassis 9-Yard Debris Tank 1,000 Gallons of Fresh Water 65 GPM @ 2,000 PSI Giant Water Pump See Full Spec Below	$574,650.00	$574,650.00
	Sourcewell Discount City of Independence Sourcewell Member # 38294 Sewer Equipment Sourcewell Contract # 101221-SCA	-$13,309.02	-$13,309.02



* All equipment orders require a signed order and deposit OR purchase order to secure order

Quoted by: Jake Dougherty

Approved by: _____

Accepted by: _____

Sub Total	$561,340.98
F.E.T.	
Sales Tax	N/A
TOTAL	**$561,340.98**

1590 Dutch Road I Dixon, IL 61021

p 815.835.5566 I f 815.284.5600

www.SewerEquipment.com

900 ECO 9 Yard Combination Sewer Cleaner

Vacuum System:
- 4400 CFM Blower
- 8" Vacuum Hose system
- 18" Hg vacuum rating
- Dual Cyclone Separator
- Dual Element 10 Micron Final Filter
- Remote Vacuum Relief
- Analog Vacuum Display
- (6) Tube / Tube Rack

Boom:
- Hydraulic Powered Dig Deep Boom
- Telescoping Reach 17' 2" to 27' 2"
- 180° Working Radius
- Boom Joystick Control
- (2) LED Boom Mounted Work Lights

Debris Tank:
- 9 Cubic Yard Capacity
- Hydraulic Dump, 50° Dump Angle
- Dual Ported Rear Door w/ Knife Valve
- Dump Height 60"
- Hydraulic Open/Close/Lock Door

Water System:
- 1000 Gallon Capacity Water Tank
- Giant plunger style triplex
  - 65 gpm @ 2000 psi w/ 30 min run dry
- Black Duraprolene™ Water Tank Construction
  - w/ 10 Year Warranty
- Cold Weather Recirculation System
- 2.5" Hydrant Fill system
- Air Purge Valve
- Variable Volume Delivery
- Low Water Warning Light
- Analog Pressure Display
- Front and Mid Ship Hand Gun Ports

Electrical:
- NEMA 4 Control Panel
- Hour Meter (Blower & Water Pump)
- Military Spec. Sealed Switches

Truck:
- Mounting to Approved Chassis
- (1) Alum Toolbox 24"x42"x100" - Behind Cab
- LED D.O.T. Approved Lighting
- (2) Tow Hooks Front Bumper

Hose Reel & Hose:
- Front Mounted Telescoping & Rotating
- 800' X 1" Hose Capacity
- 10' Leader Hose
- Single Side Controls

Accessories:
- (3) 8" x 6' Extension Tube
- (1) 8" X 3' Extension Tube
- (1) 8" x 6' Crowned Suction Nozzle
- (1) 6" x 10' Flat Discharge Hose
- BB Hose Guide
- Chisel Point Penetrating Nozzle
- Dual Degree Flushing Nozzle
- Finned Nozzle extension
- Nozzle Rack (Mounted midship toolbox)
- 25' Fill Hose
- Upstream Pulley Guide
- Variable Degree Washdown
  - Gun w/50' Hose Attached
- Cleaner, Tip,Torch,Small
- (1) Hydrant Wrench
- Operations, Maintenance, Safety Manuals

BASE UNIT AS OUTLINED ABOVE	**$ 351,195.00**	**1**	**$351,195.00**
		PRICE OF SELECTED OPTIONS:	$ 92,439.00
		SOURCEWELL DISCOUNT (enter % →) **3%**	($13,309.02)
		PRICE OF UNIT:	**$430,324.98**
FACTORY SUPPLIED STOCK CHASSIS	**80953-FL-900 L9-900-9 YDMUNICIPLE-FL 114SD+ 370 SA**		$128,516.00
		ESTIMATED FREIGHT:	$2,500.00
		ESTIMATED TOTAL:	**$561,340.98**

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

OPTIONS:

WATER PUMPS:
- UPGRADE WATER PUMP DRAIN VALVES

HOSE REEL ASSEMBLY:
- 1" ID x 2,500 PSI OPERATING PRESSURE - 600 FT
- AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION
- DIGITAL 'SMART COUNTER' FOOTAGE METER ±3% ACCURACY

WATER TANKS:
- WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
- 2" WYE-STRAINER ON INLET FILL SYSTEM
- FILL HOSE STORAGE RACK

WATER SYSTEM OPTIONS:
- CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)

EXCAVATION OPTIONS:

STANDARD HYDROEXCAVATION CLEANING KIT 20GPM @ 2000PSI - Includes 8" x 6' dig tube, 8GPM rotary dig wand, 10GPM linear nozzle (shipped loose), (2) 5' extension wands, and automatic reel w/ 75' of 3/8" hose
TOOLBOX CONFIGURATIONS:
QTY (2) 30in TOOLBOXES MOUNTED P.S W/ RETRACTABLE LADDER (not available with cold weather hydro-excavation packages)
QTY (1) 30in TOOLBOX UNDER MIDSHIP CONTROLS (maximum 1, not available with single piston or auxiliary water pumps)
VACUUM SYSTEM OPTIONS:
DUAL VARIABLE VACUUM CONTROL (located at both hose reel and midship)
DEBRIS BOX OPTIONS:
DEBRIS BODY PUMP OFF SYSTEM (4" hydrulic driven pump rated @ 800GPM located on rear door of debris box, includes swing out decant screen)
DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable. Tied to vacuum relief and opens vacuum relief valve.)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
DEBRIS BODY ELEVATED ALARM (triggers alarm in cab to indicate debris tank is not properly stored)
BOOM OPTIONS:
MANUAL/ELECTRIC BOOM CONTORL VALVE (Control valves have built in manual boom control levers. Located at midship.)
BOOM OUT OF REST ALARM (triggers alarm in cab to indicate boom is not properly stored)
CATCH BASIN PACKAGE (fold away arm with additional hose extension and clamps)
ELECTRICAL OPTIONS:
WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retreive, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)
WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)
LIGHTING OPTIONS:
LED ARROW STICK
LED STROBE LIGHT PACKAGE (6 lights total - 2 forward facing, 2 side facing, and 2 rear facing)
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED ROADSIDE BODY MOUNTED WORK LIGHT
LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)
SAFETY, MAINTENANCE AND UTILITY OPTIONS:
ENHANCED VISIBILITY CAMERA SYSTEM W/ BLIND SPOT CAMERAS (includes front and rear mounted cameras with split screen monitor in cab)
AIR PURGE SYSTEM (powered via chassis air system)
CENTRAL LUBRICATION SYSTEM
TWO TOW HOOKS ON REAR BUMPER
SPECIAL ITEMS:
QTY (2) 24in REAR TOOLBOXES W/ 63.75in CENTER STORAGE CABINET and (2) STORAGE TUBES ALONG RAILS (tandem axle chassis only - subject to rear suspension approval)

SIGNATURE DATE

Please return a signed copy to bigequipment@SewerEquipment.com



The Sewer Equipment Company of America 900-ECO puts safety, simplicity and reliability back into your work day.

It all starts with our patented hydro-drive system that drives the water pump, blower, and auxiliary hydraulic systems without the need for a transfer case or an auxiliary engine. When you are ready to work, simply put the truck in neutral and apply the parking brake. That's it! You are ready to step out of the cab. This is the only single engine truck on the market that truly operates in neutral, affording your operators a level of safety unmatched by any other truck in its category.

The operator interface at the hose reel is as easy as 1-2-3-4. Working from top to bottom, the operator simply clicks the following switches on the hose reel to go to work:

1. Work Mode On
2. Water Pump On
3. Blower On
4. Throttle On

That's it! A two-stage throttle assures that your truck's emission system stays healthy, and simple hand dials allow the operator to independently vary water pump and blower output from 0% to 100%. Traditional hydraulic levers for reel-in/reel-out and a simple joystick for boom functions make for intuitive operation and control refinement that is unmatched in the industry.

The 900-ECO further sets itself apart with its lack of CAN-bus/computerized communication, touch screens, and ECU's (Electronic Control Units). Sewer Equipment's traditional 12-volt control architecture eliminates integration with the chassis computer and the problems it presents, greatly eases operator training, and allows trouble shooting with readily available tools such as test lights and multi-meters rather than proprietary computer programs.

Other standard items include:

- Vac-On-The-Go and Water-On-The-Go standard.
- Exclusive ½" thick Duraprolene water tanks that are 100% immune to corrosion and dents and are fully baffled for the utmost safety while traveling full of water.
- Telescoping front hose reel that always positions the operator out od traffic.
- Single piston or Triplex water pumps in various flow and pressure capacities.
- Positive displacement blower for the best performance in the toughest applications such as cleaning deep lift stations and hydro excavating.
- The largest available tool storage volume in the marketplace including pass through boxes for necessities such as long handle tools and confined space entry tripods.
- Standard 60" high dump for easy dumping into roll off containers.
- Sub 12' overall height to alleviate clearance concerns in shops and on the road.

Whether you choose your next combination truck based on productivity, reliability, safety, overall value, ease of operation, ease of maintenance, or any combination of the above traits, the choice is simple! The Sewer Equipment 900ECO.

Standard Items

900 ECO (9YD)

Vacuum System:
- 4400 CFM Blower
- 8" Vacuum Hose system
- 18" Hg vacuum rating
- Dual Cyclone Separator
- Dual Element 10 Micron Final Filter
- Remote Vacuum Relief
- Analog Vacuum Display
- (6) Tube / Tube Rack

Boom:
- Telescoping Boom System
- Telescoping Reach 17' 2" to 27' 2"
- Hydraulic Powered Boom
- 180° Working Radius
- Boom Joystick Control

Debris Tank:
- 9 Cubic Yard Capacity
- Hydraulic Dump, 50° Dump Angle
- Dual Ported Rear Door w/ Knife Valve
- Dump Height 60"
- Hydraulic Open/Close/Lock Door

Water System:
- 1000 Gallon Capacity Water Tank
- Giant plunger style triplex
  - 65 gpm @ 2000 psi w/ 30 min run dry
- Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty
- Cold Weather Recirculation System
- 2.5" Hydrant Fill system
- Air Purge Valve
- Variable Volume Delivery
- Low Water Warning Light
- Analog Pressure Display
- Front and Mid Ship Hand Gun Ports

Electrical:
- NEMA 4 Control Panel
- Hour Meter (Blower & Water Pump)
- Military Spec. Sealed Switches

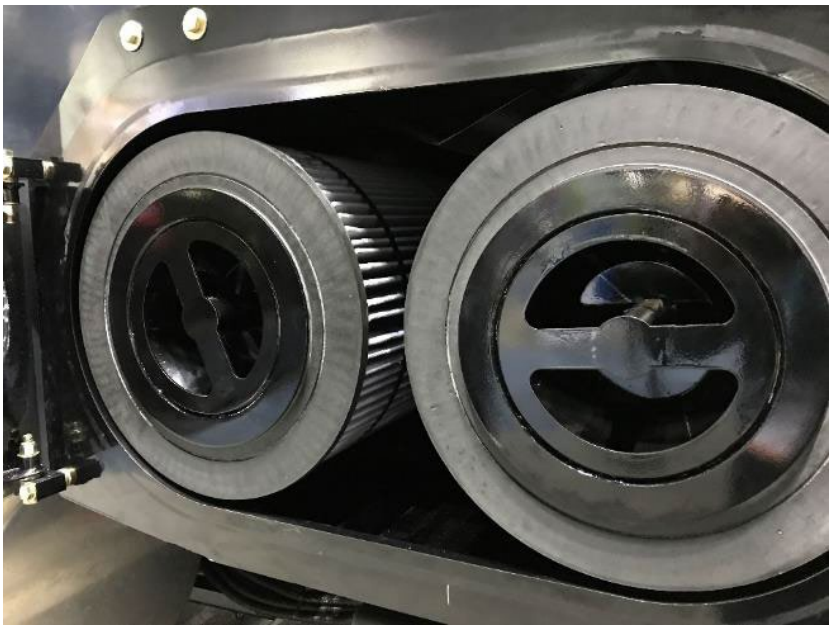
Truck:
- Mounting to Approved Chassis
- (1) Alum Toolbox 24"x42"x100" - Behind Cab
- LED D.O.T. Approved Lighting
- (2) Tow Hooks Front Bumper

Hose Reel & Hose:
- Front Mounted Telescoping & Rotating
- 800' X 1" Hose Capacity
- 10' Leader Hose
- Single Side Controls

Accessories:
- (3) 8" x 6' Extension Tube
- (1) 8" X 3' Extension Tube
- (1) 8" x 6' Crowned Suction Nozzle
- (1) 6" x 10' Flat Discharge Hose
- BB Hose Guide
- Tri-Star (chisel point) nozzle
- DD (high flow) nozzle
- Finned Nozzle extension
- Nozzle Rack (Mounted midship toolbox)
- 25' Fill Hose
- Upstream Pulley Guide
- Washdown Gun w/ 50' of Hose
- Cleaner, Tip,Torch,Small
- (1) Hydrant Wrench
- (1) Paper Owner's Manual



Twin Cyclones



10 Micron, Reusable Final Filters



Dig Deep Boom with 10’ Extension and 27’ reach.



Dynamic / Drip Proof Boom Seal



Fully Baffled Duraprolene Water Tanks with 10 Year Warranty



(6) Tube Rack



Class Leading Tool Storage



Intuitive and Clearly Labeled Water Plumbing



Standard Cold Weather Recirculation Engaged with One Switch

Optional Content

HOSE REEL ASSEMBLY:

AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION



DIGITAL "SMART COUNTER" FOOTAGE METER



600 FEET OF SEWER HOSE (1” I.D., 2500 P.S.I. OPERATING PRESSURE)

WATER TANKS:

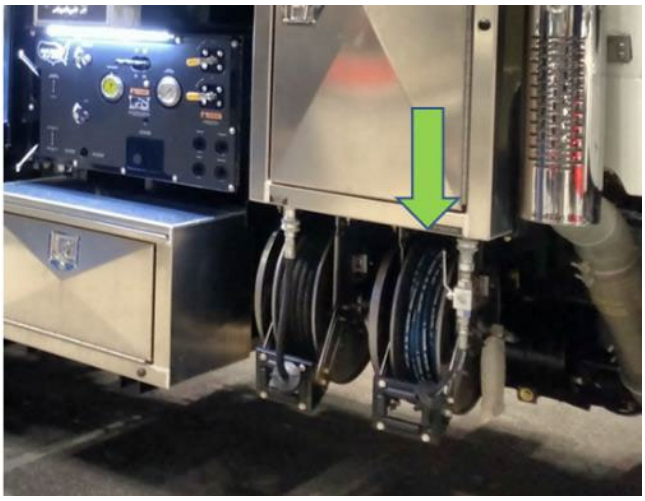
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)

WATER SYSTEM ATTACHMENTS:

FILL HOSE STORAGE RACK



STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)





2" Y-STRAINER ON INLET FILL SYSTEM

CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)





TOOLBOX CONFIGURATIONS:

REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) - Confirm rear suspension



(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder



(1) ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail)



DEBRIS BOX & BOOM:

DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen)







DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable)

Note: Tied to vacuum relief and opens vacuum relief valve."

MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built-in levers for manual boom control) (Located at midship control panel)



DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)





DEBRIS BODY WASH OUT SYSTEM RATED AT FULL WATER PUMP CAPACITY (includes dual nozzles in debris box)



ELECTRICAL & LIGHTING

WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch)





WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote not in docking station)

ENHANCED VISIBILITY CAMERA SYSTEM WITH BLIND SPOT CAMERAS (includes front and rear mounted camera heads with monitor in cab)






(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)

LED ARROW STICK



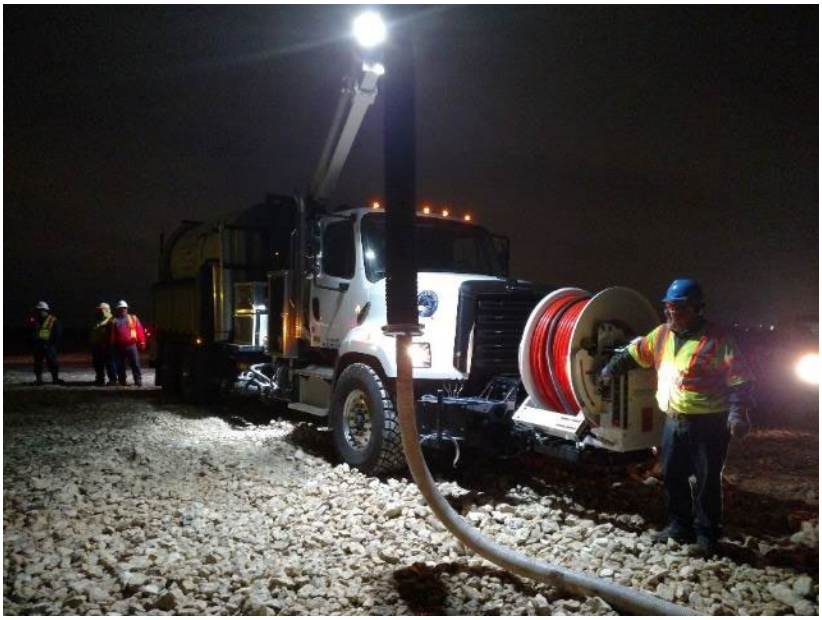
LED MANHOLE AREA WORK LIGHT



LED CURBSIDE BODY MOUNTED WORK LIGHT



LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)



LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR



CHASSIS:

AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)

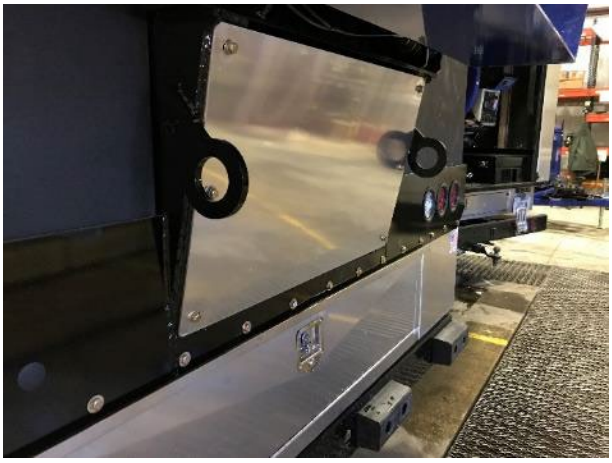


CENTRAL LUBRICATION SYSTEM - STANDARD 3000PSI PARKER HYDRAULIC HOSE





(2) TOW HOOKS REAR BUMPER



PAINT:

DEBRIS BOOM: STANDARD • STERLING WHITE (FDG91327)

DEBRIS TANK: STANDARD • STERLING WHITE (FDG91327)

HOSE REEL - UPRIGHT STANDARD • SEWER BLUE (PAN 287)

FRAME: • STANDARD BLACK (FDG9000)

SLIDE FRAME: • STANDARD BLACK (FDG9000)

SPECIAL PAINT: SOLID COLORS

SPECIAL PAINT: METALLIC OR CLEAR COAT

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Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier 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 November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier must permit the Equipment and Products to be

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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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, 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.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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. As applicable, Supplier 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 Supplier in violation of applicable patent or copyright laws.

5. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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 including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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

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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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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

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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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. 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: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	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):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
11	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.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	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?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	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.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	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?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
22	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?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

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 *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	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.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	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?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
37	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?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
38	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.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

41	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.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	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.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	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.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	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?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: 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 *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	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.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	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.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	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.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	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 continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	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.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

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	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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.”

- Pricing - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

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:

    1. 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;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. 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. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

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_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

Docusign Envelope ID: 09E36B0D-A471-4756-A940-15CC2CCCF11B

AMENDMENT #1
TO
SOURCEWELL AGREEMENT #101221-SCA

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Sewer Equipment Co. of America** (Supplier).

Sourcewell entered into a contract, 101221-SCA, with Supplier to provide Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, effective November 24, 2021, through November 29, 2026 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 18. Insurance of the Contract is amended to modify section A. Requirements 5. Network Security and Privacy Liability Insurance to decrease the Minimum limits to:

$1,000,000 per occurrence
$1,000,000 annual aggregate

Except as amended, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 9/15/2025 | 5:17 PM CDT

Sev Signed by: Dave Madole 8E5340F016584C8... **of America**

By: _____

Dave Madole
Vice President/General Manager

Date: 9/23/2025 | 3:10 PM CDT

Docusign Envelope ID: B49D2D16-7632-4BC9-9384-E60349471C5A

CONTRACT EXTENSION

Contract Number: 101221-SCA

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Sewer Equipment 1590 Dutch Rd Dixon, Illinois 61021-8624 (Vendor)

have entered into Contract Number: 101221-SCA
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , 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 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/7/2025 | 4:21 PM CST
Date

Signed by: Dave Madole
8E5340F016584C8...
Authorized Signature

Dave Madole
Name

Vice President & General Manager
Title

2/13/2025 | 4:08 PM CST
Date

Sewer Equipment #101221-SCA

Pricing for contract #101221-SCA offers Sourcewell participating agencies the following discounts:

- 3% discount off MSRP for all new equipment
- 5% discount off MSRP for parts and accessories
- 3% discount off published rates for rentals
- 3% discount off MSRP for buyout price for rentals, if applicable
- In addition, volume discounts may be offered on a case-by-case basis

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize a purchase order and to authorize change orders up to ten (10) percent of the authorized amount to Toth & Associates in the amount of $1,459,728 for the Joint Use Attachment Audit for the Power & Light Department (IPL).

Recommendations:

Council approval is recommended.

Background:

An attachment audit of approximately 23,000 overhead distribution and transmission structures on IPL poles is due to be performed and is allowed every five years. Attachments are facilities owned by a cable, video, telecommunications or other provider that are placed directly on IPL's poles in the designated communications space. Pole Attachment Agreements, Joint Use Agreements, and Small Cell Wireless Agreements include payment requirements for each communications facility attached by an entity other than IPL-to-IPL structures. An accurate attachment count is required for accurate yearly billing to capture lost revenue.

A provision in the attachment agreements requires participation by the attaching entity in pole attachment audits conducted by IPL. The attaching entity is expected to proportionally contribute to the audit costs resulting in partial reimbursement of the project.

As part of the audit, safety inspections will be performed. Safety inspections will utilize the IEEE Standards Association National Electrical Safety Code (NESC, C2-2023), the Telecommunications and Electric Coordinating Committee (TDEC) Application of Clearance Requirements on Joint-Use Poles, Independence Power & Light Construction Standards, and any applicable local authority requirements. Attachment facilities that don't meet the requirements of the applicable standards will be documented. Identifying out-of-compliance attachments will allow corrections to be made by the attaching entity, resulting in reduced safety risks and more reliable systems.

Toth & Associates (Toth) will provide engineering, field, and program management services for the IPL system-wide joint use attachment audit. Toth is an approved architectural and engineering vendor for the City and possesses the necessary expertise, software, and systems to deliver these services efficiently and cost-effectively.

Approval of this item authorizes the Finance Director to issue change orders up to ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact on the city is $1,605,700 including contingency. Funding is included in the fiscal year 2026–2027 proposed budget, page 217, project account number 0217021-5406-202722-C, Joint Use Audit, IPL Fund 21.2027

Council Action:

Department / Contact Power and Light /

REVIEWERS
Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Contract - Professional Services (AE) - Toth - Joint Use Inventory and Inspection
2. Management Analyst Memo for IPL's Toth Joint Use Attachment Audit
3. Toth & Associates Procurement Manager Memo
4. 26_27 Joint Use Toth PROCUREMENT SOURCE JUSTIFICATION - Fillable PDF
5. Director Approval for Toth Joint Use Audit

CONTRACT FOR
PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Toth & Associates, a Missouri Corporation (hereinafter called consultant).

W I T N E S S E T H:
WHEREAS, City requires Joint Use Inventory and Inspection services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice 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 08/01/2026.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT
Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by 08/01/2028.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the consultant, an amount not to exceed $24/Pole in Phase I and $38/Pole in Phase II. Optional pricing provided in the scope of work to completed under this contract, as requested, include $21/pole for engineered pole loading analysis and $16/Pole for IML Resistograph field drilling.

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.

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
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.

ARTICLE 9 – 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 agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

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 10 – 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.

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 11 – SHIPPING, TITLE AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

ARTICLE 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – 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 18 – THIRD PARTY RIGHTS
Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19 – 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.

ARTICLE 20 – 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 21 – 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 22 – 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 23 – GOVERNING LAW
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.

ARTICLE 24 – 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:

Jessica Fett
Engineer III
21500 E. Truman Rd.
Independence, MO 64051
816-325-7517

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

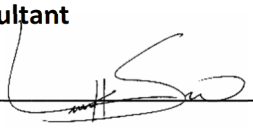
ARTICLE 25 – SEPARATE CONTRACTS
City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 26 – 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 27 – 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 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City	**Consultant**
By_____	By 
Title _____	Title Vice President
Date _____	Date 06/30/2026

1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

June 30, 2026

ATTN:
Jessica Fett, Cypress Heide
City of Independence
21500 E Truman Rd.
Independence, MO 64056

PM:
Tyler Barnes, Manager of Joint Use
Toth & Associates
Cell: 417.316.1785
Email: tbarnes@tothassociates.com

RE: System Wide Joint Use Attachment Inventory and Safety Inspection

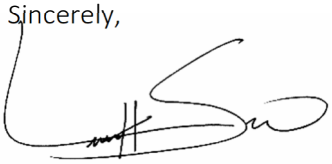
Toth and Associates, Inc. (TOTH) is pleased to submit a proposal in response to Independence Power & Light (IPL) for engineering and program management services in support of their system wide joint use attachment Inventory and Safety Inspection. TOTH has extensive experience supporting electric utilities and internet service providers in pole attachment agreements, field services, make ready engineering, distribution design & staking, construction management, and overall program management. We understand the level of technical, operational, and organizational requirements necessary to successfully execute a program at this scale.

IPL has requested inventory and inspection of approximately 23,000 overhead distribution and transmission structures. The program is intended to be executed in two phases, Phase I: Inventory and Phase II: Safety Inspection. Phase I is anticipated to begin in Q3 of 2026 and extend through Q1 of 2027. Phase II will follow, starting in Q1 of 2027 and completing by Q4 of 2027. All timeframes are preliminary and subject to contractual notification periods and IPL's sole discretion. Pending initial ISP coordination and agreements, there is an ability to work Phase I and Phase II in tandem to reduce the overall length of the program.

Independence Power & Light's goal is to complete the initial inventory and inspection to update their asset management databases and ensure system standards and safety requirements are met. Systems and controls will be created and standardized during this process to enable more efficient inventory and inspection programs in future rounds, to be considered every five years.

Thank you for the opportunity. Please do not hesitate to reach out for any additional information.

Sincerely,



Luke Snow, PE
Vice President

JOINT USE ATTACHMENT INVENTORY AND SAFETY INSPECTION

KEY PERSONNEL	*(Program Role)*
Luke Snow, PE Vice President	*(Program Manager)*
Tyler Barnes Manager of Joint Use	*(Project Manager)*
Joe Hadinger Project Coordinator	*(Project Coordinator, Engineering)*
Jeff Clevenger, GISP Project Coordinator	*(Project Coordinator, GIS)*

PHASE I: POLE ATTACHMENT INVENTORY

SECTION 1.1: PROJECT MOBILIZATION

TOTH will first assemble all internal information and documentation to support the preparation of field maps, GIS efforts, and any asset management software determined necessary. To the extent available to IPL and the team, TOTH will generate a list of the anticipated Attaching Entity's and gather all pertinent Attacher information including a point of contact for coordination, current pole attachment license agreements, and quantity of documented attachments. TOTH will provide written notice, in alignment with each pole attachment agreement, to all attaching entities for the inventory and the safety inspection process. The notice will describe the scope of inventory (and inspection) and provide the Attaching Entity an opportunity to participate in the process.

Additionally, in accordance with agreements, advanced payment for estimated expenses will be requested by TOTH (on behalf of IPL) for the undertaking of the agreed upon inventory. Advanced payment amounts will be calculated utilizing all current documented attachments at the time of inventory start. These amounts will be billed to each Attaching Entity based on the proportion of the Attachers documented attachments over the expected number of attachments on the total system. IPL and TOTH will track all costs associated with the inventory stage and, upon completion, apply the "True Up/True Down" process to reconcile any differences between estimated and actual project costs, including adjustments to the Attaching Entity cost allocation ratio.

SECTION 1.2: FIELD COLLECTION AND INVENTORY

TOTH will perform a comprehensive joint use system inventory using advanced pole survey technologies and ESRI-based mobile data collection platforms. Our field teams will capture a georeferenced, high-resolution photographic record of every utility structure, including clear labeling of pole tags, ISP facility identifiers, and other critical asset markings. Each record will be tied to GPS coordinates to enable accurate mapping within IPL's GIS environment and to ensure traceability of all collected data.

The inventory process will document all existing attachments, ownership markings, and pole characteristics such as height, class, general condition, and available space. TOTH will track facilities across the system to confirm ownership, verify compliance with attachment agreements, and identify any instances requiring transfers or adjustments in billing. As part of this process, we will assess pole infrastructure for unauthorized or non-compliant attachments, ensuring that the utility has a defined record to support corrective actions and regulatory compliance.

All data will undergo a structured QA/QC process, including field validations and post-processing checks by engineering staff. Deliverables will be formatted to integrate directly into IPL's GIS, asset management, or joint use management platforms. The final dataset will provide IPL with a comprehensive inventory of all structures and third-party facilities, including:

- Pole and attachment photographs (geotagged and labeled)
- Equipment photographs at all ISP facility identifiers (geotagged and labeled)
- Records of unauthorized, abandoned, or non-compliant facilities
- Facility transfer identification
- General condition assessments for poles and attachments

This field collection effort will result in a complete and accurate dataset that empowers the IPL team to make informed decisions on system maintenance, compliance enforcement, billing adjustments, and future make-ready planning.

SECTION 1.4: GIS DESIGN & DEVELOPMENT

TOTH will design and implement a GIS framework to serve as the backbone of the pole attachment inventory program. By leveraging ESRI Dashboards, Experience Builder, and related GIS tools, we will create an intuitive, interactive platform that allows stakeholders to view real-time progress of the inventory effort, monitor key performance indicators, and focus in on structure-specific details with ease. This system will centralize all collected data into a secure, spatially enabled environment, ensuring that utility staff and third-party attachers have access to accurate, actionable information in a format that is easy to navigate. Custom symbology, data layers, and analytical tools will be developed to streamline identification of non-compliant attachments, facility transfers, and system improvement needs.

The GIS environment will not only function as a reporting interface but also as a long-term asset management tool. TOTH will configure data storage, integration, and sharing workflows to ensure that all information can be seamlessly maintained, updated, and expanded as new data is collected. By pairing high-quality field data with customized GIS applications, IPL will have a living, interactive system that supports day-to-day decision-making, facilitates efficient communication with attachers, and provides records for regulatory compliance. This design approach ensures that IPL gains both immediate value from program oversight and long-term benefits through sustainable system management.

SECTION 1.5: PROJECT MANAGEMENT

TOTH will oversee all aspects of the inventory process in conjunction with the IPL team, ensuring the program is delivered on schedule, within budget, and in alignment with regulatory requirements. Our project managers will act as the primary point of contact for IPL, coordinating between field crews, GIS staff, and third-party attachers. Responsibilities include scheduling and tracking mobilization activities, issuing notifications, managing advanced payment collections, and overseeing the "True Up/True Down" reconciliation. Regular status reports and coordination meetings will maintain transparency, while proactive issue resolution will be applied to address conflicts or discrepancies before they affect progress.

To support execution, TOTH will implement a framework for progress tracking, quality control, and documentation. By integrating field milestones with GIS dashboards, IPL will have real-time visibility into progress and deliverables. QA/QC reviews will ensure data accuracy, while any disputes or data issues will be resolved collaboratively with IPL and stakeholders. At closeout, TOTH will provide a complete project record, including financial reconciliation, communications, deliverables, and compliance documentation, ensuring IPL receives both a clear inventory and a defined process for ongoing joint use management.

PHASE I: INVENTORY

ESTIMATED TOTAL.....$24/Pole

(6-7 months)

PHASE II: POLE ATTACHMENT SAFETY INSPECTION

SECTION 2.1: PROJECT MOBILIZATION

TOTH will assemble all internal information and documentation collected and prepared during the Phase I: Inventory stage of the program for use in Phase II. TOTH will provide secondary written notice for the mobilization of Phase II: Safety Inspection to all attaching entities identified during the inventory. The notice will describe the scope of inspection, provide context to what the Attaching Entity should expect through the process, and provide the Attaching Entity an opportunity to participate in the process.

Additionally, in accordance with agreements, advanced payment for estimated expenses will be requested by TOTH (on behalf of IPL) for the undertaking of the agreed upon inventory. Advanced payment amounts will be calculated utilizing the updated authorized attachment counts from Phase I: Inventory. These amounts will be billed to each Attaching Entity based on the proportion of the documented attachments over the number of attachments on the total system. IPL and TOTH will track all costs associated with the safety inspection stage and will follow the "True Up/True Down" process at the completion of the inspection to rectify any discrepancies in total project cost.

SECTION 2.2: VIOLATION REVIEW

TOTH will perform a detailed engineering review of all inventoried facilities to identify and classify potential violations across the system. All findings will be categorized as either "Supply Space" or "Midspan" violations and will be evaluated against the most recent edition of the IEEE Standards Association National Electrical Safety Code (NESC, C2-2023), the Telecommunications and Electric Coordinating Committee (TDEC) *Application of Clearance Requirements on Joint-Use Poles*, Independence Power & Light Construction Standards, and any applicable local authority requirements. Pole Loading can be performed at the discretion of IPL utilizing their preferred software but is not included in the program estimate. Each violation will be documented at the pole level with supporting photographic evidence, geospatial reference, and a clear assignment of responsibility to the attaching entity or entities involved.

The resulting violation dataset will serve as the foundation for subsequent engineering and cost allocation activities. By directly linking violations to responsible attachers, IPL will be equipped with a record that supports equitable cost recovery and targeted corrective action. This structured and standards-based review process ensures that identified violations not only meet compliance thresholds but also provide IPL and its attachers with actionable data for prioritizing make ready construction, reducing safety risks, and maintaining long-term system reliability.

SECTION 2.3: MAKE READY ENGINEERING

TOTH will provide comprehensive engineering services for all poles requiring corrective action following the violation review. Utilizing the findings from Section 2.2, our experienced distribution and transmission line engineers will design simple make ready solutions in accordance with the most recent NESC (C2-2023), IPL construction standards, and other applicable regulatory or operational requirements. Throughout this process, TOTH will work closely with IPL to ensure that recommended solutions not only resolve identified violations but also preserve overall system integrity, operational intent, and long-term reliability across the Independence system.

Make ready requirements will be defined on a per-pole basis and documented on formal staking sheets with detailed construction notes, material specifications, and labor assumptions. Each structure requiring remediation will be assigned an overall make ready cost, calculated using standardized labor units and material pricing applicable at the time of engineering. Costs will then be equitably allocated among the responsible attachers identified during the violation review. TOTH will coordinate directly with IPL and contractors to support construction planning, ensuring that staking sheets, cost breakdowns, and documentation are clear, accurate, and actionable so remediation can be executed efficiently, safely, and with minimal, to no, service disruption.

SECTION 2.4: NJUNS COORDINATION

Where required, TOTH will facilitate coordination with the National Joint Utilities Notification System (NJUNS) to ensure proper notification and collaboration among attaching entities for make ready activities. This will include drafting and submitting tickets, monitoring responses, and tracking progress through to completion. By managing this process, TOTH will ensure that IPL and all parties remain aligned with NJUNS requirements and that make ready projects move forward without unnecessary delays.

SECTION 2.5: ATTACHING ENTITY RESPONSIBILITY DELINEATION

As outlined in Section 2.3, make ready costs will be equitably allocated among all attaching entities identified as responsible for violations documented in Section 2.2. Both midspan and supply space violations will be treated equally when determining responsibility for remediation, ensuring that cost sharing is applied fairly and in accordance with pole attachment agreements.

Each pole requiring corrective action will have its remediation costs calculated and divided proportionally among the responsible attachers, with cost attribution supported by documentation including violation type, photographic evidence, and engineering analysis. This clear delineation of responsibility provides IPL with a transparent and enforceable framework for cost recovery, ensures accountability among attaching entities, and establishes an equitable process for funding necessary make ready construction.

SECTION 2.6: CONSTRUCTION MANAGEMENT

TOTH will provide oversight and coordination of all make ready construction activities identified through the violation review and engineering process. Our team will manage contractor scheduling, distribute staking sheets and supporting documentation, and track field progress to ensure that remediation work is executed safely, efficiently, and in accordance with IPL construction standards, NESC requirements, and approved designs. Regular communication with IPL and contractors will be maintained to resolve issues in real time, minimize service disruptions, and verify that completed work aligns with both engineering intent and operational requirements.

SECTION 2.7: COST CONTROLS AND ALLOCATION

TOTH will implement a structured cost control process to ensure transparency and fairness in the allocation of make ready costs. Using standardized labor and material pricing developed during the engineering stage, each pole remediation will be assigned an overall cost that is divided proportionally among the responsible attachers identified in Section 2.2. All costs will be tracked in detail, with advanced payment requests managed on behalf of IPL and a "True Up/True Down" reconciliation performed at the close of the inspection to account for any discrepancies between estimated and actual expenses. This process provides IPL with a record for billing and cost recovery while ensuring equitable responsibility across all attaching entities.

SECTION 2.8: PROJECT MANAGEMENT

TOTH will provide ongoing project management to support IPL from initial inspections through construction closeout. This will include bi-weekly coordination meetings with IPL staff and attaching entities, dashboard updates to track inspection and construction progress, and financial tracking of make ready payments and cost allocations. Our project managers will proactively address issues as they arise, ensuring clear communication, timely resolution, and a successful closeout of the safety inspection and make ready program.

PHASE II: SAFETY INSPECTION

PROJECT COST.....$38/Pole

(5-6 months)

CONTRACT OVERVIEW

TOTH proposes that the Joint Use Attachment Inventory and Safety Inspection Program be structured as a fixed-fee project on a per-pole basis. This approach aligns with standard industry practices, as most ISPs already have processes in place to accommodate engineering services contracted per pole. Establishing a defined per-pole cost up front provides attaching entities with clarity and predictability throughout the duration of the program.

The contracted per-pole engineering fees will be included within the advanced payment portions of Phase I and Phase II. This value will be requested by TOTH on behalf of and paid to Independence Power & Light. TOTH will invoice IPL at the agreed upon per pole fixed fees at completion of services in a project area. The "True Up/True Down" process will apply only to adjustments in overall pole counts and will be used to proportionally rebalance cost allocations among attaching entities based on their updated attachment ratios. Importantly, this reconciliation process will not alter the agreed-upon cost for any individual pole touch, ensuring consistency and fairness for all participants.

ASSUMPTIONS & CLARIFICATIONS

- All coordination and support under this contract will extend for a period of six months beyond the anticipated project timeline, 24 months total. Any ongoing efforts required due to lack of attacher compliance or other extenuating circumstances will be renegotiated under a separate contract or at standard hourly rates.
- Make ready labor and material costs are not included within the per pole fees and will be determined and assigned after the completion of Section 2.3.
- This scope does not include contract bid or management for contracted construction efforts.

PHASE I: INVENTORY
PROJECT COST.....$24/Pole
(6-7 months)

PHASE II: SAFETY INSPECTION
PROJECT COST.....$38/Pole
(5-6 months)

ESTIMATED PROGRAM TOTALS

ESTIMATED POLE COUNT	23,544 POLES *(IPL poles w/ known Joint Use attachments)*
ESTIMATED INVENTORY COST	$ 565,056
ESTIMATED INSPECTION COST	$ 894,672
ESTIMATED PROGRAM COST	$ 1,459,728
ESTIMATED TOTAL PROGRAM DURATION	11-12 MONTHS

ESTIMATED REIMBURSABLE COSTS

ESTIMATED 3RD PARTY COST COVERAGE:	$ 1,382,125	(94.68%)
ESTIMATED IPL COST COVERAGE:	$ 77,603	(5.32%) **breakdown below*

**Attachment Breakdown*	*Pole Count*
IPL Fiber Only	*703 (2.2%)*
IPL Fiber + (1) 3rd Party Attacher	*692 (2.2%)*
IPL Fiber + (2) 3rd Party Attachers	*608 (1.9%)*
IPL Fiber + (3) 3rd Party Attachers	*000 (0%)*

OPTIONAL SCOPE ITEMS

POLE LOAD ANALYSIS	$ 21/POLE
POLE INSPECTION/DRILL COST	$ 16/POLE

IML Resistograph Drill: Our precision-based tool for early detection of internal wood decay and defects, enabling proactive maintenance and preventing major failures. This technology entails detailed graphing, which provides a visual representation of each pole drilled, thereby facilitating more comprehensive analysis and precise monitoring over time. A pole review dashboard will be live, showing progress across the system and failure rates per line section.

INDEPENDENCE
MISSOURI

MEMORANDUM

DATE: July 17th, 2026

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Toth & Associates Joint Use Attachment Audit for Independence Power & Light

I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of $2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of $500,000.00 prior to the proposed contracts being submitted to the City Council.

The Agenda includes a consent item authorizing the Interim City Manager to execute a contract in the amount of $1,459,728 for a Joint Use Attachment Audit with *Toth & Associates*. This type of audit is due to be performed every five years on Independence Power & Light's (IPL) approximately 23,000 overhead distribution and transmission structures. The initial term of this contract is for two (2) years, with the effective date of August 1st, 2026, through August 1st, 2028.

The financial impact on the City is $1,459,728. Approval of this purchase order will also authorize future change orders of up to ten percent (10%) of the authorized amount, providing appropriations are available. Funding for the Joint Use Attachment Audit will come from a designated line in IPL's 2026-2027 budget: project account number 0217021-5406-202722-C, Joint Use Audit, IPL Fund 21, *Fiscal Year 2026-27 Proposed Budget* book, page 217.

This procurement process necessitated sole sourcing due to limited resource availability of joint use focused formally approved A/E (Architect/Engineer) firms in the market. Correspondence with IPL indicated that efforts were made reaching out to multiple sources to explore potential alternatives despite not initiating a full Request For Proposal (RFP).

City staff has provided me with all the relevant information, and I did not identify any provisions that would be detrimental or unacceptable to the City.

Please let me know if you should have any further questions regarding this matter.

Respectfully,



Andrew R. Frazier, MPA,
Management Analyst

C. Troy Anderson, City Manager
Joe Heggendeffer, Independence Power & Light Director
Susanne Holland, City Clerk

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

DATE: July 22, 2026
TO: Joe Heggendeffer, Director of IPL
CC: Melissa Cabrera, Director of Finance
FROM: Richelieu (Rich) M. Sese, Procurement Manager
SUBJECT: Toth & Associates Joint Use Attachment Audit for the Power & Light Department (IPL).

To provide clarity regarding the basis for the procurement recommendation and the justification for selecting Toth & Associates, the following information is offered for review and consideration.

The Procurement Source Justification form only included only a minimal description in the "Other" category indicating: "Other…A/E (architectural/engineering) approved vendor. No additional details.

The background to the Council item originally said "Toth & Associates (Toth) will be able to provide engineering, field, and program management services for the IPL system wide joint use attachment audit. Toth is an approved architectural and engineering vendor for the City and possesses the necessary expertise, software, and systems to deliver these services efficiently and cost-effectively".

Both the Management Analyst and Procurement staff requested additional information to understand why no other firms were considered for the audit. After contacting IPL engineering staff, additional context was provided explaining why only one firm was considered. The communication received stated: "We selected Toth because they have a dedicated joint use division and have staff available to meet our requirements. It has been getting harder to find consultants for our specialized projects."

City Code Sec. 8.06.004 *When competitive bidding is not required*, provides that "In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:" Sec. 8.06.004.2 further states: "Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment , or services as determined by the Procurement Manager".

Based upon City Code, in my capacity as the Procurement Manager, I concur that Toth & Associates is the firm that has the singularly available background to meet the needs of what is required to provide to the Southwest Power Pool (SPP). In your capacity as the Director of IPL, this memo is provided to respond to the portion of code allowing Council for approval of this item.

Richelieu (Rich) M. Sese, NIGP-CPP, CPPB
Procurement Manager

CC: Melissa Cabrera, Director of Finance

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

PROCUREMENT SOURCE JUSTIFICATION
For Sole Source or Emergency Purchases Above $10,000.00

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 is 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 PRUCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE

Proposed supplier name and address:	**Munis Vendor ID #:**
Toth & Associates 1550 E Republic Rd Springfield MO 65804	**Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated Cost: $** $1,459,728.00

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 service
☐ **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 -** A/E approved vendor

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:	Department:
Signature:	Title:
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Richelieu Sese

From: Joseph Hegendeffer
Sent: Thursday, July 9, 2026 1:52 PM
To: Jessica Fett
Cc: Brent Abell; Cypress Heide; Jennifer Sawyer; Briana Jarvis
Subject: RE: Approval Requested - $1,459,728.00 Toth Joint Use Audit

I approve this justification.

Thanks,

INDEPENDENCE
POWER & LIGHT

Joe Hegendeffer
Director

O - 816.325.7494
jhegendeffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Jessica Fett <jfett@indepmo.org>
Sent: Thursday, July 9, 2026 1:48 PM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Brent Abell <babell@indepmo.org>; Cypress Heide <cheide@indepmo.org>; Jennifer Sawyer <jsawyer@indepmo.org>; Briana Jarvis <BJarvis@indepmo.org>
Subject: Approval Requested - $1,459,728.00 Toth Joint Use Audit

Attached is the joint use attachment audit req, proposal, and source justification. Partial reimbursement will be pursued for this project. The coversheet will be provided for review next week. Intent is for the project to be on the 8/3/26 council agenda.

Purchase Requisition

Independence Power & Light Department

Date Submitted:	07/09/26	Date Required:		Submitted by:	J. Fett
FOB: q ppd & add. q frt pd. q pick up		Requisition:		P.O. Number:	
Purpose:	Joint Use Audit				

Item No.	Description	Unit Cost	Quantity	Total Cost	Account Numbers	
					Budget Account No.	FERC No.
1	Services for the system wide joint use attachement inventory and safety inspections. The joint use audit will cover aproximately 23,000 distribution and transmission structures. Per attached proposal dated 6/30/26.	NA	NA	$1,459,728.00	202722	1714
	pre-qualified A&E contractor 500000547					
	Total		0	$ 1,459,728.00		

Suggested Vendors: (name and address)	
1	Toth & Associates; Luke Snow; 1550 E Republic Rd, Springfield MO 65804; ph: 417-888-0645; lsnow@tothassociates.com

This form is to be used when ordering any items over $2,500 or if this is an emergency request. FOB must be marked. If this is an emergency request, please attach a memo of explanation and justification which will satisfy any questions.

Approved by:		Date:	

INDEPENDENCE
POWER & LIGHT

Jessica Fett
Engineer III

O – 816-325-7517
C – 816-206-6077
jfett@indepmo.org

21500 E Truman Rd.
Independence, MO 64051

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to authorize the City Manager to issue a purchase order(s) to Logan Industries, Inc. in the amount of $334,000 for the purchase of two bucket trucks, and to authorize change orders of up to ten percent (10%) of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

Recommendations:
Council approval is recommended.

Background:
IPL Communications division is requesting the purchase of two bucket trucks. The existing bucket trucks are the 2011 Ford F-550 with 80,010 miles and the 2017 Ford F-550 with 99,767 miles.

The purchase order, if approved, will be issued to Logan Industries, Inc using Sourcewell contract #081325-CRE.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten percent (10%) of the original authorized amount, provided sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact on the City is $367,400, including a 10% contingency. Funding for the bucket trucks is included in the fiscal year 2025-26 adopted budget, page 339, account number 0206175-5404, Communications – Mobile Equipment, IPL Fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS
Khristina Irvine

Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Logan Industries Quote. Total Cost is Quote X 2.
2. 2026 Ford F550 Super Duty Specs
3. SST-40-EIH Aerial Device Equipment Specification
4. Sourcewell Contract
5. Sourcewell contract pricing sheet

Quote 1573

LOGAN INDUSTRIES
Utility, Service & Crane Body Manufacturer

INDEPENDENCE POWER AND LIGHT
Josh Bailey
8165108900

Logan Industries
Independence, Mo 64056
https://loganindinc.com
816-993-7771

QUOTED	EXPIRATION
6/4/2026	7/4/2026

BILLING

PAYMENT TERMS
Due on Receipt

NOTE

Sourcewell Contract # 081325-CRE

Option Pricing
- 1 Year Extended Warranty on SST40, Add $1,602.00
- 2 Year Extended Warranty on SST40, Add $3,445.00

Chris Olinger
816-294-3298

	PRODUCT	PRICE	QTY	UNIT	SUBTOTAL
1	**Versalift SST40 Complete Package** Versalift SST-40-EIH - 40 Ft Articulated Telescopic Insulated Aerial Logan Utility Body Steel 132” long x 40” high x 94” wide Logan Industries Brand service body including the following: 30-inch tread plate platform extension LED tail lighting package installed in tail shelf. Cable access step at rear and side access. Two chrome grab handles at side access and two (2) pool type grab handles for rear tail shelf. Wheel chock storage with pendulum retainers and outrigger pad holders. Master door lock hook and loop system on streetside compartment with two (2) spring loaded door handles. Curbside optional. 40” High Street side compartments as follows ●1st Vertical: cutout for outriggers ●2nd Vertical: Two adjustable shelves with dividers ●Rear Vertical: Two adjustable shelves with dividers ●Hot stick shelf with rear access door. ●40” High Curbside compartments as follows ●1st Vertical: Open box with 3 adjustable hooks. ●2nd Vertical: Two adjustable shelves with dividers ●CS Horizontal adjustable shelf with dividers Rear Vertical: Two (2) adjustable shelves. Ford F550 Chassis 4x4 2 Door Diesel 84CA	$167,000.00	1	Piece	$167,000.00

Last Modified: 6/4/2026 11:29:26 AM

Subtotal	$167,000.00

Total $167,000.00

Vehicle Specification Sheet

FORD SUPER DUTY

2026 F-550 Super Duty

Configuration

4X4 Regular Chassis Cab | 193" Wheelbase

Engine

6.7L Power Stroke V8 Diesel

Transmission

10-Speed Automatic TorqShift

Exterior Color

Oxford White

Interior

Medium Dark Slate Vinyl

2026 Ford F-550 Super Duty — Oxford White — 4X4 Regular Chassis Cab

SECTION 1 — STANDARD EQUIPMENT

The following equipment is included as standard on this vehicle at no extra charge.

Exterior

- Jewel Effect Headlamps

- Headlamps – AutoLamp (On/Off)
- Headlamps – Wiper Activated
- Mirrors – Heated, Power Glass / Manual-Fold / Turn Signals
- Roof Clearance Lights
- Tow Hooks
- Trailer Tow Wire Harness

Interior

- 4.2" Cluster Display
- Air Conditioning – Manual, Front
- Black Vinyl Floor Covering
- Outside Temperature Display
- Power Locks and Windows
- 1-Touch Down Driver/Passenger Window
- Steering: Tilt/Telescope with Cruise & Audio Controls
- SYNC 4 with 4" Screen
- Upfitter Switches
- Wipers – Intermittent

Functional

- 6G Modem
- Ford App
- Particulate Air Filter
- Stabilizer Bar – Front/Rear
- Trailer Tow Wire Harness

Safety & Security

- 4-Wheel Antilock Brake System
- AdvanceTrac with RSC (Roll Stability Control)
- Airbags – Safety Canopy
- Belt-Minder Chime
- Driver/Passenger Air Bags
- Hill Start Assist
- Remote Keyless Entry
- SecuriLock Anti-Theft System
- SOS Post-Crash Alert System
- Tire Pressure Monitoring System
- Trailer Sway Control

Factory Warranty Coverage

Coverage	Duration	Mileage
Bumper-to-Bumper	3 Years	36,000 Miles
Powertrain	5 Years	100,000 Miles
Diesel Engine	6 Years	100,000 Miles
Roadside Assistance	6 Years	100,000 Miles

SECTION 2 — OPTIONAL EQUIPMENT INCLUDED ON THIS VEHICLE

The following options and packages are installed on this vehicle as ordered.

• **Preferred Equipment Package 060A**	• **10-Speed Automatic TorqShift**
• 225/70R19.5G BSW Max Trac Tires	• 4.30 Ratio Limited Slip Axle
• Rapid Heat Supplemental Heater	• Payload Plus Package Upgrade 2
• Platform Running Boards	• 6.7L Power Stroke V8 Diesel Engine

• **Preferred Equipment Package 060A**	• **10-Speed Automatic TorqShift**
• 19,500# GVWR Package	• Engine Block Heater
• 50-State Emissions	• Snow Plow Prep Package
• High Capacity Trailer Tow Package	• 40-Gallon Aft-of-Axle Fuel Tank
• 410-Amp Dual Alternator	• Dual Battery
• Rear View Camera & Prep Kit	• Connected Package: 1 Year w/ Ford App
• Chrome Headlamp Package	• Fog Lamps
• Remote Start System	

Note:

All specifications, features, equipment, and availability are subject to change without notice. Images shown may not represent the exact vehicle configuration. Contact your Ford dealer for current pricing and availability details.

2026 Ford F-550 Super Duty | Vehicle Specification Sheet | Specifications subject to change without notice. © 2026 Ford Motor Company. All rights reserved.

Versalift SST40

SST-40-EIH Aerial Device — Equipment Specification Sheet

Equipment Configuration & Component Detail | Prepared June 2026

The following table details the components, accessories, and specifications included with the SST-40-EIH aerial device configuration.

1	**SST-40-EIH-02**	Standard SST-40-EIH Insulated telescopic/articulating aerial device
2	**SC-1230-45/46/53/54**	TruGuard™ dielectric isolating system with 3-Axis Right Hand single stick control. All control handles are isolated and tested per ANSI A92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.
3	**HYD-1230-85/90**	Standard full hydraulic controls on the turret
4	**PS-1230-53/54/55/57**	180 degree platform rotator (reduces maximum platform capacity by 50 lbs.)
5	**FB-981**	Closed 24x30x42 11.5 in. high step to curb side
6	**CB-7**	Platform cover, nylon/vinyl, 24x30 in.
7	**RO-1230-19/20**	Continuous rotation (must add collector ring assy)
8	**Standard**	Category C 46 KV and below
9	**CA-853**	Increase to 350 lbs. (160 kg). Will affect total weight required for stability
10	**P-1230-20**	Standard 46-1/4 in. tall pedestal
11	**EP-1260-11/13**	Backup pump for 12V chassis (Requires 1 slip ring with continuous rotation option)
12	**SS-60**	Standard 12V start/stop with electrical box (requires 1 slip ring)
13	**28457-3**	Collector ring, 5-pass
14	**LB-1230-3/4**	Chassis insulating system (lower boom insert) providing 12 in. insulation gap in all positions (Required 2022 ANSI)
15	**SD-19**	Full body harness and lanyard (extra-large) ARC Flash Rated
16	**Online-Training**	One (1) Lift-specific online training course. Course specific access code will be provided – indicate qty.
17	**Univ. White**	Universal White Urethane
18	**TB-1400-28**	Underframe Torsion Bar 2017+ F-350/450/550 (Diesel)
19	**MH-1202-1/2**	Modified hardware without outriggers in lieu of standard

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MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: Model 1 Commercial Vehicles, Inc. dba Creative Bus Sales, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Model 1 Commercial Vehicles, Inc., dba Creative Bus Sales, Inc., 9225 Priority Way West Drive, Suite 300, Indianapolis, IN 46240 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) 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. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

a) **Commercial General Liability Insurance.** Supplier 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 including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/14/2025 | 11:38 AM CST

Model 1 Commercial Vehicles, Inc.
dba Creative Bus Sales, Inc.

Signed by:
Jason Spore
9281F5621A8C432...

By: _____

Jason Spore

Title: Transit Bid Manager

Date: 11/14/2025 | 11:26 AM CST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	Creative Bus Sales, Inc.
Does your company conduct business under any other name? If yes, please state:	Model 1 Commercial Vehicles, Inc.
Address:	9225 Priority Way W Dr Suite 300 Indianapolis, IN 46240
Contact:	Jason Spore
Email:	biddepartment@creativebussales.com
Phone:	888-633-8380
Fax:	909-465-5529
HST#:	33-0388707

Submission Details

Created On:	Thursday June 26, 2025 14:04:09
Submitted On:	Wednesday August 13, 2025 15:54:38
Submitted By:	Jason Spore
Email:	biddepartment@creativebussales.com
Transaction #:	d9fb0ff8-786c-489b-b41e-6d13cbcd7e8a
Submitter's IP Address:	147.243.180.17

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Model 1 Commercial Vehicles, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Model 1 Commercial Vehicles has several subsidiaries and DBA's including but not limited to: - (dba) Creative Bus Sales, Inc. / Creative Bus - Next Generation Dealerships, LLC - (dba) Model 1 Automotive Group - Next Generation Dealership Warsaw, LLC - (dba) Model 1 Ford of Warsaw - Next Generation Dealership Kentland, LLC - (dba) Model 1 Chevrolet of Kentland - Model 1 Rental and Leasing, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3BKE3 SAM: GFE1VN1UH2W4	*
5	Provide your NAICS code applicable to Solutions proposed.	336111, 336112, 336211, 336213	
6	Proposer Physical Address:	9225 Priority Way West Drive, STE 300 Indianapolis, IN 46240	*
7	Proposer website address (or addresses):	www.model1.com www.model1fordofwarsaw.com www.model1chevroletofkentland.com	*
8	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):	Jason Spore; Transit Bid Manager; 11601 Cyrus Way, STE 101, Mukilteo, WA 98275; biddepartment@model1.com; 888-633-8380	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Spore; Transit Bid Manager; 11601 Cyrus Way, STE 101, Mukilteo, WA 98275; biddepartment@model1.com; 888-633-8380	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Corley; Vice President of Public Sector Sales; 4850 Massachusetts Blvd, College Park, GA 30337; ncorley@model1.com; 888-633-8380	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Model 1 Commercial Vehicles, Inc. traces its distinguished lineage back to its founding in 1980 as Creative Transportation Systems (CTS), later evolving into Creative Bus Sales, Inc. in 1990, and proudly rebranded as Model 1 Commercial Vehicles, Inc. in 2023 in conjunction with the creation of the Model 1 Auto Group umbrella and expansion into OEM and commercial markets. The Company's transformative journey began in earnest with its acquisition in 1993 by Mr. Tony Matijevich, ushering in an era of unwavering family ownership and visionary leadership. Prior to his stewardship of Model 1 Commercial Vehicles, Mr. Matijevich served as President of ElDorado National, then the nation's preeminent manufacturer of small and mid-size buses, imbuing Model 1 with an unparalleled depth of industry insight and manufacturing from its inception. Under this steadfast leadership, Model 1 Commercial Vehicles has ascended to become the undisputed largest-volume small, mid, and large-size van, bus, paratransit and light duty dealership in the United States. Our four-decade trajectory of growth is a testament to a strategic blend of judicious dealer acquisitions and robust organic expansion, allowing us to consistently broaden our scope and deepen our market penetration. Originally incorporated in the State of California in 1993, Model 1 Commercial Vehicles has since strategically reincorporated in the State of Indiana, reflecting our nationwide operational footprint and commitment to a centralized, efficient structure. Our operational integrity is paramount, and we proudly confirm that Model 1 Commercial Vehicles has maintained an impeccable record, with no judgments, litigation, licensing violations, or other regulatory infractions outstanding or resolved against it within the past five (5) years. With a profound 40-year history, an expansive network of 28 – and counting - strategically located OEM and dealership facilities nationwide, and a dedicated workforce exceeding 450 employees, Model 1 Commercial Vehicles possesses the requisite longevity, operational scale, and financial stability to expertly service any contract, regardless of size or complexity. Since 1980, our commitment to excellence has propelled our growth to serve customers in every state across the U.S., establishing a truly national presence. Our significant investment in infrastructure is evident, with more than 50% of the Company's facilities being owned properties, reflecting substantial capital commitment to renovations, state-of-the-art equipment, and the professional development of our valued employees. This deep financial grounding is further underscored by our enduring relationships with premier vehicle floorplan providers and banking partners, with collaborations extending back over two decades, signifying profound trust and stability. This robust foundation has fueled a decade-plus streak of consistent increases in revenue, sales, and transaction growth, year after year. Model 1's business philosophy has always been to go first and move the industry forward while setting the tone and leading by example. We are unwavering in our conviction, experts at what we do, service oriented at heart, ethical by nature and believe in building long-term partnerships with our customers and vendors. Our core values are: Solve Problems – Set the Tone – Drive Forward – Find Balance – Own It – and we embody the servant mindset and customer first directive in all we do. At its core, Model 1 Commercial Vehicles is singularly dedicated to servicing its customers at the highest possible level. This commitment is physically manifested in our nationwide infrastructure, boasting more than 300 company-operated service bays specifically dedicated to meticulous pre-delivery inspections, comprehensive warranty work, and expert service. Furthermore, Model 1 stands as the singular dealership in the nation to possess multiple Ford-certified, Qualified Vehicle Modifier (QVM) dealership locations, a testament to our unparalleled technical expertise and adherence to the most rigorous industry standards for vehicle modification and safety. This unique distinction underscores our capacity to deliver not just vehicles, but meticulously prepared, compliant, and high-performing solutions tailored to the precise needs of our clients. *

12	What are your company's expectations in the event of an award?	Model 1 Commercial Vehicles approaches the prospect of an award from Sourcewell with profound anticipation and a clear vision for a truly collaborative and mutually beneficial partnership. Our expectation transcends mere vendor status; we envision becoming an integral extension of Sourcewell's mission, collectively empowering governmental and educational entities with superior fleet solutions. In the event of an award, we expect to: Forge a Strategic Alliance: We anticipate establishing a deeply integrated partnership with Sourcewell, leveraging our combined strengths to amplify reach and deliver unparalleled value to participating entities. Our commitment to cooperative principles is unwavering, fostering an environment of transparent communication, shared objectives, and continuous improvement. Amplify Sourcewell's Value Proposition: We are eager to actively promote the Sourcewell contract as the optimal procurement pathway for commercial vehicles and related services. Our marketing efforts, extensive sales force, and digital platforms will be fully aligned to showcase the inherent efficiencies, cost savings, and streamlined processes that Sourcewell provides, thereby expanding its adoption and maximizing its impact. Deliver Exemplary Service and Solutions: Our core expectation is to uphold and exceed the highest standards of customer satisfaction. This will be demonstrated through the expeditious processing of orders, the timely and professional delivery of meticulously prepared vehicles, and the provision of comprehensive post-sale support. We are committed to ensuring that every interaction reflects the integrity and excellence synonymous with both Model 1 and Sourcewell. Drive Innovation and Market Expansion: We look forward to collaboratively identifying emerging needs within the automotive and light vehicle sectors for Sourcewell's diverse customer base with our unique perspective and customer relationships within what are largely non-traditional Sourcewell market sub-segments . By working hand-in-hand, we can proactively introduce cutting-edge vehicle options, advanced upfit solutions, and innovative service offerings that address evolving operational demands and sustainability goals, ensuring Sourcewell remains at the forefront of cooperative purchasing. Foster Mutual Growth: Our partnership will be characterized by a shared commitment to growth – not just in sales volume, but in the collective ability to serve the public sector more effectively. We anticipate a dynamic exchange of insights and strategies that will enhance both Model 1's operational excellence and Sourcewell's enduring legacy as a trusted procurement solution provider. In essence, our expectation is to embark on a transformative partnership with Sourcewell, one that is defined by strategic collaboration, operational excellence, and a shared dedication to empowering governmental and educational entities with the finest commercial vehicle solutions available.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As shown in our attached audited financial statements, Model 1 Commercial Vehicles continues to demonstrate robust financial health, highlighted by our strong sales performance, profitability, and strategic access to credit facilities. 2024 was a record-breaking year surpassing $1 billion dollars in net sales. Over a trailing 12-month view, we are in excess of 7,500 units sold with the majority of sales into applicable government, education and commercial markets. Our dealership stands as a financially sound and operationally efficient organization able to transact high volume and maintain an effective market position across commercial and fleet operations. We are committed to operational efficiency through effective cost control, disciplined inventory management, and a focus on customer experience. The current floorplan facility capacity demonstrates lender trust and puts us in a strong position for future growth. Confidential audited financial statements have been provided separately.	*
14	What is your US market share for the Solutions that you are proposing?	Model 1's footprint has grown into 28+ locations nationwide, in all regions of the United States and we continue to strategically expand into new territory with our entrepreneurial spirit, breadth of product offerings and commitment to service after the sale. For our core business, we estimate market share to be in the 60-75% range overall, with government and education markets having the highest concentrations, states in which we have physical locations maintaining the most consistent customer retention and commercial vehicle and light duty markets demonstrating the largest year over year growth as a % of the business.	*

15	What is your Canadian market share for the Solutions that you are proposing?	We estimate our current Canadian market share to be less than 5% with the majority coming through a sub-dealer network. The biggest barrier to entry into the Canadian market has been contracts and co-ops that are domestic in nature so if awarded the Sourcewell contract, we would estimate Canadian share to increase drastically with a more direct avenue to provide vehicles and services combined with our existing relationships.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Model 1 Commercial Vehicles has no current or past bankruptcies to disclose.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Model 1 is best described as a company owned, vertically integrated and multi-faceted dealership/distributor/dealer/reseller for automobiles, SUVs, vans, light trucks, and commercial vehicles. We have wide-ranging expertise in vehicles within the above classifications that are specifically geared towards transit and public safety applications, ADA and paratransit, service bodies and other relevant upfits. Vehicles are manufactured within the United States and can meet Buy America certifications (depending on equipment and specifications). We are an authorized dealer for Ford, Chevrolet, Stellantis second-stage, Forest River (including all Bus and Van brands), MobilityTrans, BraunAbility, ARBOC and FrontRunner and sell new as well as used vehicles. We are distinctly unique in that we have a robust, company-owned service network, including mobile, spanning the country with OEM Ford/Chevy/upfit certified solutions. All 250+ sales and service personnel are Model 1 employees Authorized dealer letters and agreements have been provided per manufacturer as separate attachments for Sourcewell review and reference for the products proposed in this RFP.	*

18	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.	Model 1 is duly licensed as a dealer in the following states, reflecting our broad operational footprint: Arizona California Colorado Florida Georgia Illinois Indiana (including Corporate HQ, Ford and Chevrolet) Louisiana Mississippi North Carolina New Hampshire New Jersey New Mexico New York Oklahoma Oregon Pennsylvania South Carolina Texas Virginia Washington In states where specific automotive oversight is mandated, such as Florida and California, Model 1 holds the requisite Bureau of Automotive Repair Licenses. In sales where there are individual and personnel level requirements, such as Louisiana and Pennsylvania, Model 1 holds the requisite salesperson licensing. Corresponding sales and use tax, city/county/state level compliance, dealership operations and compliance and training best practices are kept up to date. Holding federal GSA (including annual sam.gov compliance), statewide and co-op contracts across 30+ states over the preceding decades, Model 1 has been fully vetted and is well-versed in the requirements that come with a truly national footprint. Beyond individual state licensing, Model 1 Commercial Vehicles is fully registered to conduct business in all 50 states via each respective Secretary of State. All corporate filings are meticulously maintained, ensuring they are current and up to date, providing a foundation of transparent and legitimate operations across the entire United States. Furthermore, we extend our due diligence to our esteemed manufacturing partners. We meticulously verify that all Original Equipment Manufacturers (OEMs) with whom Model 1 collaborates and is a dealer representative for are appropriately licensed as manufacturers on a state-by-state basis, in strict accordance with the laws governing vehicle manufacturing. All city/county and state level compliance documents and registrations are both publicly available and can be provided directly by request.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Neither Model 1 Commercial Vehicles, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from programs operated by Minnesota, the US Federal Government or the Canadian Government. Model 1 further warrants that we will provide immediate notification in writing to Sourcewell should this change at any time.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Model 1 Commercial Vehicles consistently strives for excellence, and our dedication to superior performance, customer satisfaction, and industry leadership has been recognized through various accolades (a small sampling below): - Forest River Van & Bus Dealer of the Year 2020-2025 - Arboc Top Sales Volume 2020-2025 - FrontRunner Top Sales Volume 2023-2025 - LEGEND Upfitter Best New Distributor 2025 - Magellan REV Accelerator Awards: Max Power 2022 - Valeo Silver Aftermarket Parts Distributor of the Year Model 1 public sector sales staff hold board positions on a number of prominent state transit agencies across the country and are consistently recognized as top/outstanding vendor within the van and light duty vehicle space. We also attend hundreds of tradeshows annually, with a focus in the government & education spaces, and are routinely gold level sponsors. Model 1 has continued to secure notable state and local government contracts, further demonstrating its sustained recognition in public procurement (a partial listing of which is included with question 23). The continuity and substantial value of these federal, statewide and co-op contracts reflect an ongoing endorsement of Model 1's capabilities by government entities. This significant engagement with an educational institution highlights the company's reach into the education sector and its proficiency in leveraging modern cooperative purchasing mechanisms.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Model 1 sales into the governmental sector have made up approximately 67% of our sales in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Model 1 Commercial Vehicles sales into the education sector have made up approximately 15% of our sales in the past three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Model 1 Commercial Vehicles currently holds over 40 statewide and cooperative contracts with revenue exceeding $1.5B over the preceding three-year period. It's worth noting that earlier this year we formally "no bid" a new co-op solicitation that will be competitive to this award knowing the Sourcewell contract cycle was coming around and desiring the best possible partner for our customer bases. Please see attachment "CONFIDENTIAL - Item 23. Contracts-Summary" within our "Financial Strength and Stability" upload section for additional detail.	*
24	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?	Model 1 has held five GSA contracts over the preceding 3-year period, totaling revenue in excess of $60MM. Additionally, Model 1 has a number of Standing Offers and Supply Arrangements (SOSA) with prominent FMCs totaling in excess of $200MM over the preceding 3-year period. Please see attachments "CONFIDENTIAL - Item 24. GSA-SOSA_Summary", "CONFIDENTIAL - Item 24. Element Supplier Agreement_Model 1", and "CONFIDENTIAL - Item 24. Union Leasing Supplier Agreement_Model 1" within our "Financial Strength and Stability" upload section for additional detail.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Morongo Basin Transit Authority	Joe Meer; Director of Procurement 62405 Verbena Rd Joshua Tree, CA 92252	760-285-3479	*
King County Metro Transit	Tracy Roscher; Transit Planner III 201 South Jackson Street Seattle, WA 98104	206-477-2851	*
New Orleans Regional Transit Authority	Ryan Moser; Chief of Assets 2817 Canal Street New Orleans, LA 70119	504-827-8400	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Our sales force is the dynamic vanguard of Model 1 Commercial Vehicles, a meticulously cultivated team designed for both expansive reach and granular, personalized engagement. Comprised of 130+ employees, our sales professionals are strategic advisors, deeply embedded in the nuances of public sector procurement and fleet management. Our sales organization is a robust ecosystem comprising: • Direct Sales Specialists: A core team of highly trained, full-time Model 1 employees, each possessing profound expertise in commercial vehicles, upfit solutions, and would be fully trained on the intricacies of Sourcewell contract utilization. These specialists are strategically located across key regions of the contiguous United States, ensuring localized support and understanding of regional requirements. They are equipped with advanced CRM tools and real-time data access, enabling them to provide immediate, accurate, and tailored solutions. • Dedicated Sourcewell Account Managers: A specialized subset of our direct sales force, these individuals are solely focused on nurturing relationships with like entities to Sourcewell and its participating members. They serve as the primary point of contact, guiding agencies and institutions through every step of the procurement process, from initial inquiry to final delivery and beyond. Their expertise ensures seamless navigation of contract terms and optimal utilization of available benefits. Model 1 would add a dedicated Sourcewell point person and account representative if awarded to handle the nuance and volume associated with an award. • Expansive Dealer Network Sales Teams: Complementing our direct force, our vast network of authorized OEM dealerships across the nation contributes a significant and highly skilled sales contingent. These dealer-based teams are trained on Model 1's contract protocols and product offerings, extending our footprint into local communities and providing convenient, accessible points of contact for smaller or geographically dispersed entities. They act as extensions of Model 1, upholding our standards of excellence. • Upfit and Solutions Consultants: Integrated within our sales process are dedicated consultants specializing in complex upfit requirements and ancillary solutions. These experts work hand-in-hand with clients and our sales team to design bespoke vehicle configurations that precisely match operational demands, ensuring that every vehicle delivered is a perfectly tailored, mission-ready asset. Our sales professionals undergo continuous, rigorous training in product knowledge, contract specifics, ethical sales practices, and advanced negotiation techniques. This commitment to professional development ensures that every interaction is informed, efficient, and focused on delivering maximum value. We foster a culture of proactive problem-solving and long-term relationship building, ensuring that our sales force is not just selling vehicles, but forging enduring partnerships that empower public service. The depth of our sales management ensures consistent performance, strategic alignment, and continuous improvement across all sales channels.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Model 1 Commercial Vehicles operates through an expansive and highly integrated network of authorized sellers, meticulously structured to ensure seamless delivery of solutions to Sourcewell participating entities across the contiguous United States, Alaska, Hawaii, and U.S. Territories (and eventually Canada). Our multi-tiered distribution model is designed for optimal efficiency, localized support, and unparalleled reach. Our network comprises: • Authorized OEM Dealerships: As a central pillar of our distribution, we leverage a robust network of franchised OEM dealerships across the nation, including our own Ford and Chevy stores and Stellantis second-stage facilities. These dealerships are authorized to sell and service the full range of commercial vehicles offered by Model 1. They serve as vital local hubs, providing convenient access for vehicle viewing, test drives, localized sales support, and post-sale service. Each dealership within our network adheres to stringent Model 1 and OEM standards for customer service and operational excellence. • Model 1 Regional Distribution Centers: Strategically located distribution centers act as consolidation points for vehicle orders and specialized upfit coordination. These centers streamline logistics, ensuring efficient vehicle preparation, quality control, and timely dispatch to the final delivery location. They are equipped to handle large volume orders and complex multi-vehicle deliveries. Crucially, they are fully trained and staffed to support the customer after the sale at the local operational level. • Certified Upfit Partners: We maintain strong, collaborative relationships with a nationwide network of certified upfitters. These partners are integral to delivering turnkey solutions, transforming base chassis into highly specialized vehicles. Our e-procurement system would direct engagement with these upfitters, allowing customers to specify their needs and receive integrated quotes (or use their own providers). We actively vet and monitor our upfit partners to ensure adherence to quality, safety, and delivery timelines. • Logistics and Delivery Specialists: For final delivery, we have a dedicated transportation team that utilizes a local M1 driver pool as well as partnering with specialized logistics providers while maintaining an internal fleet of transport vehicles. This ensures that vehicles, whether standard or custom-upfitted, arrive at the participating entity's desired location in pristine condition and on schedule. Our logistics team manages all aspects of transportation, including coordination for remote or challenging delivery locations. Each component of our authorized seller network is meticulously coordinated by Model 1's central operations and would be spearheaded by a Sourcewell account management team. This ensures consistent pricing, adherence to contract terms, and a unified customer experience across all touchpoints. Our commitment to this extensive and well-managed network underscores our ability to deliver comprehensive fleet solutions efficiently and reliably, from coast to coast and beyond. Model 1 is set up as both a drop-ship and ship-through for all main OEMs at our centralized primary facilities as well as dealership locations spanning all corners of the US to allow for more efficient and cost-effective deployment to Sourcewell agencies.	*

28	Service force.	Model 1 Commercial Vehicles is committed to providing an unparalleled level of post-sale support, anchored by a robust and responsive service force that ensures the continuous operational readiness of every vehicle delivered under the Sourcewell contract. Our service capabilities are designed to be as comprehensive and nationwide as our sales network, recognizing that the true value of a fleet lies in its uptime and reliability. Our service force is characterized by: • Nationwide Network of Authorized Service Centers: We leverage the extensive service networks of our OEM partners, providing thousands of authorized service locations across the nation. These centers are equipped with state-of-the-art diagnostic tools and genuine OEM parts, ensuring that all maintenance and repair work meets the highest manufacturer standards. • Factory-Certified Technicians: Every technician within our authorized service network is factory-trained and certified by the respective OEM. This ensures that they possess the specialized knowledge and skills required to diagnose and repair complex commercial vehicle systems, including advanced powertrains, specialized upfits, and integrated technologies. Continuous training programs keep our technicians abreast of the latest vehicle models and service procedures. • Dedicated Sourcewell Service Liaisons: Model 1 would assign a dedicated service liaison(s) who act as a single point of contact for Sourcewell participating entities regarding service inquiries, warranty claims, and maintenance scheduling. These liaisons streamline communication, expedite resolutions, and ensure that our clients receive priority support, minimizing vehicle downtime. • Rapid Response Capabilities: We understand the critical nature of fleet operations for governmental and educational entities. Our service program emphasizes rapid response times for diagnostics and repair initiation. For roadside assistance or urgent on-site needs, our network can dispatch mobile service units where feasible, providing immediate support to get vehicles back into service quickly. • Comprehensive Service Offerings: Beyond standard maintenance and warranty repairs, our service force provides a full spectrum of value-added services, including: o Preventative Maintenance Programs: Tailored schedules designed to optimize vehicle performance and extend lifespan. o Advanced Diagnostics: Utilizing cutting-edge technology to identify and address potential issues before they escalate. o Genuine OEM Parts Access: Ensuring the use of high-quality, manufacturer-approved components for all repairs. o Upfit-Specific Service: Coordination with our certified upfit partners for specialized maintenance and repair of custom bodywork and equipment. o Fleet Management Consulting: Advising on optimal service strategies to maximize fleet efficiency and minimize total cost of ownership. Our commitment to a robust, responsive, and highly skilled service force underscores Model 1's dedication to long-term partnership. We don't just sell vehicles; we ensure they remain reliable, high-performing assets throughout their operational life, supporting the vital missions of Sourcewell participating entities nationwide.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once Awarded: 1. Quote customer and Receive purchase order (currently through our robust order process, future state through our online portal). Set date for pre-build conference or order confirmation meeting if needed. 2. Exchange notes from any previous deliveries for review prior to pre-build conference. Review notes from previous builds associated with order. 3. Set agenda for pre-build conference if required. Pre-Build Conference: 4. Confirm accuracy of order. 5. Review customer/manufacturer questions. 6. Review documentation requirements. 7. Review inspection, delivery, and acceptance criteria. Place order with factory: 8. Disperse notes from pre-build conference to all attendees and vehicle manufacturer with a request to check for accuracy and confirm within seven (7) days of the conclusion of the pre-build conference. 9. Review response to meeting notes and disperse replies to all involved parties. 10. Receive initial build schedule from Manufacturer. 11. Receive revised/confirmed build schedule from manufacturer with chassis VIN numbers and upfits as applicable. 12. If required, set dates for on-site inspections with purchaser and manufacturer. 13. If required, set date for pre-inspection meeting. Inspection and Delivery to Model 1: 14. Upon arrival at Model 1 each vehicle is prepared for delivery, fueled and cleaned as stated in the contract or sales agreement. 15. Model 1 notifies the purchaser of vehicles prepared for delivery (which can be followed via a customer live tracking vehicle portal) and ready for acceptance inspection. 16. On multiple unit orders, Model 1 will provide a spreadsheet matrix to assist in tracking the inspection and acceptance process. 17. Acceptance inspections shall commence within a reasonable and mutually agreed period of time. 18. Model 1 is to render whatever assistance, tools and / or equipment are necessary to perform the required acceptance inspection. 19. Upon inspection by agents of the purchaser, the vehicle is deemed: a. No defects – accepted for delivery. b. Conditionally accepted with the understanding that the noted defect(s) are to be corrected within a reasonable and mutually agreed upon period of time. c. Not accepted – to be re-inspected upon correction of defect(s). 20. Vehicles not accepted shall have payment withheld until the defects have been corrected and the vehicle has successfully passed re-inspection of the defective item. 21. Vehicles that are accepted are to be delivered to the purchaser's property/facility within one (1) business day of the completion of the acceptance inspection. 22. The purchaser will supply Model 1 with a list of persons authorized to sign for receipt of delivered vehicles and documentation. 23. Upon delivery, payment is to be processed as indicated in the bid contract or sales agreement.

30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	Model 1 Commercial Vehicles has proven repeatedly our dedication to customer service, ease of communication and smooth delivery and tracking. Model 1 has 28 full-service locations with more than 300 operating service bays dedicated to pre-delivery inspections, warranty and service work. The Model 1 Customer Care and Service Teams are available to assist immediately as needed. We have the authority to deploy internal and factory personnel from any discipline including, but not limited to, engineering, manufacturing, parts, service and management in response to a customer's needs. This ability removes delays in problem resolution due to out-of-state factory personnel availability. We have delivered thousands of vehicles through nationwide and local procurement contracts. Here are some examples: Orange County Transit (OCTA): Over 950 Paratransit Vans & Buses City of Los Angeles (LADOT): Over 500 Paratransit Buses Caltrans/DGS: Over 5,000 Paratransit Vans & Buses RTC Las Vegas: Over 500 Paratransit & Transit Buses Access Services: Over 1,000 Paratransit Minivans Dallas DART: Over 400 Paratransit Light Duty Buses Florida (FDOT): Over 600 Paratransit Vans & Buses GSA: Over 450 Paratransit Vans & Buses Arizona Dept of Trans (ADOT): Over 600 Paratransit Vans & Buses North Carolina (NCDOT): Over 600 Paratransit Vans & Buses Texas (Multiple Contracts): Over 1,200 Paratransit Vans & Buses Washington (WSDOT): Over 650 Paratransit Vans & Buses Oregon (ODOT): Over 300 Paratransit Vans & Buses Oklahoma (Multiple Contracts): Over 1,000 Paratransit Minivans, Vans & Buses New Mexico (NMDOT): Over 450 Paratransit Vans & Buses South County Support Services (SCSSA): Over 1,000 Education Vehicles

31	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.	Problem Escalation Procedure When a problem with any units sold under this contract or any questions concerning deliverables in the contract arise, Model 1 Commercial Vehicles has a problem escalation procedure in place to quickly address your agency's concerns. There are three different groups that are responsible to ensure that any issues with the bid are addressed in a timely fashion. Customer Care The agencies on this contract will be able to establish the existence of a problem by contacting our Model 1 care department. All initial questions and concerns should be directed to CreativeCare@Model1.com or dial 410-934-3044. Our staff is available Monday thru Friday from 10am to 8pm EST. This team, comprised of five full-time staff, will be able to assist with most questions and are also trained to escalate the problem if they are unable to provide complete resolution. The response time for this group is within 24 hours before they escalate the agencies' concern. The Model 1 Care team will track and monitor all agency problems that Model 1 is made aware of and will provide documentation to the agency confirming the resolution of the problem. Warranty Support If our contract support group is unable to provide direction or assistance with any warranty or service-related concern that your agency may have within a 24-hour period, the next level of escalation would be directed to warranty@Model1.com or 1-800-326-2877. Our national warranty / service staff is available from 7am to 8pm EST Monday thru Friday and includes eight service and warranty professionals that will promptly respond to your agencies' concerns. Once our Service and Warranty Team has a full understanding of the concern, we request up to 10 business days to provide an accepted path for problem resolution Contract Support If our warranty support group is unable to provide direction or assistance with bid related concerns within in a 24-hour period, your agency should contact contractsupport@Model1.com or 1-844-374-8915. This group includes the Regional Sales Management team and our National Contract Management team. The agency's representative will be contacted within 24 to 48 business hours to provide answers and prompt resolution for your concerns. Once the Contract Management Team has a full understanding of the concern, we request up to 10 business days to provide an accepted path for resolution. If that path has not been provided within 10 business days after contacting our Contract Management Team, your agency can escalate the problem to our Executive Leadership Group. Executive Team Our Executive Leadership Group, which includes Model 1 Ownership, will work with the agency to address any unresolved concerns. If an accepted path has not been provided within 10 business days after contacting our contract support team, your agency can escalate the problem to our Executive Leadership Group by using executiveteam@Model1.com. If there are any changes made to our Problem Escalation Procedure, our Contract Support Team will provide those documents to the Contract Monitor within 10 business days of the change.

32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	Model 1 Commercial Vehicles possesses an unparalleled ability to sell, deliver, and support vehicles under a master agreement across the entire contiguous United States, including Alaska, Hawaii, and all U.S. Territories (and Canada as a future state with Sourcewell contract access). Our infrastructure, logistical expertise, and dedicated support systems are specifically designed to overcome geographical challenges and ensure consistent, high-quality service regardless of location. Ability to Sell: • Nationwide Sales Force & Dealer Network: As detailed previously, our extensive network of direct sales specialists and authorized OEM dealerships provides comprehensive sales coverage across all 50 states and territories. This ensures local representation and understanding of specific regional needs and regulations. • Targeted Outreach: We employ targeted digital marketing (SEO, SEM, email campaigns) and participate in national and regional trade shows to reach all eligible Sourcewell entities, ensuring awareness of our contract offerings regardless of their location. Ability to Deliver • Contiguous United States: For the contiguous U.S., we utilize a highly efficient hub-and-spoke logistics model. Vehicles are transported from OEM factories or upfit facilities to regional distribution centers, then dispatched via specialized auto transporters or our internal fleet directly to the participating entity's requested delivery location. This ensures timely and secure delivery. • Alaska, Hawaii, and U.S. Territories: Delivering to these regions requires specialized logistical expertise, which Model 1 possesses. We do significant export volume and are set up to work with any transport supplier to get customer vehicles to customers in an expedited fashion. • Upfit Integration: For vehicles requiring upfits, we coordinate the delivery to the Model 1 location performing the upfit, certified upfit partners or the customer provided upfit choice and then manage the subsequent delivery to the end-user, ensuring a complete, operational solution upon arrival. Ability to Support: • Nationwide Service Network: Our vast network of OEM-certified service centers provides comprehensive maintenance and repair capabilities across the contiguous U.S., Alaska, Hawaii, and U.S. Territories. This ensures that warranty work, routine maintenance, and emergency repairs are accessible. • Mobile Service Solutions: Where feasible and necessary, particularly in remote areas, we can coordinate mobile service units to provide on-site diagnostics, warranty/recalls and minor repairs, minimizing vehicle downtime and the need for extensive travel. • Parts Distribution: Our network ensures efficient access to genuine OEM parts, with expedited shipping options available for critical components to remote locations. Regarding Canada: Model 1 has been heavily focused on optimizing our service delivery and support within the United States and its territories due to the typical geographic limitations imposed by our current contract mix. Should Model 1 be awarded, we feel confident with our current sub-dealer and OEM relationships, we would be able to quickly expand our service offerings to Sourcewell members in need of vehicles within the Canadian market. In summary, Model 1's ability to sell, deliver, and support vehicles across the vast and diverse geography of the United States and its territories is a testament to our robust infrastructure, strategic partnerships, and unwavering commitment to customer satisfaction.	*

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Model 1 Commercial Vehicles possesses an unwavering ability and profound willingness to provide our comprehensive products and services to all eligible Sourcewell participating entities across the United States and its territories. Our entire operational framework, from sales and procurement to delivery and post-sale support, is meticulously designed with the Sourcewell member in mind, ensuring a seamless, advantageous, and highly personalized experience. Our ability and willingness are demonstrated through: • Comprehensive Product Portfolio: We offer an expansive selection of automobiles, SUVs, vans, and light trucks from leading OEMs, encompassing all engine types (conventional, natural gas, hybrid, electric, alt fuel) and a vast array of configurations. This breadth ensures that we can meet the diverse and specific operational needs of governmental agencies (e.g., public works, law enforcement, utility services) and educational institutions (e.g., school districts, universities, campus operations). • Tailored Solutions and Upfit Expertise: Beyond base vehicles, our core strength lies in providing complete, road-ready solutions. Our ability to integrate specialized upfits, equipment, and accessories means we can transform standard vehicles into mission-specific assets. Our dedicated upfit consultants and network of certified partners work collaboratively with each entity to design solutions that precisely match their unique requirements, ensuring optimal functionality and compliance. • Transparent and Competitive Pricing: We are committed to providing Sourcewell-compliant pricing that reflects significant savings, clearly demonstrating the value proposition to each entity. Our transparent quoting process ensures that all costs, including any specialized delivery fees for remote locations, are communicated upfront. • Adaptability to Entity Needs: We understand that governmental and educational entities often have unique internal processes, budgetary cycles, and compliance requirements. Our willingness to work collaboratively with each entity, including accommodating specific purchase order formats or internal approval workflows, ensures a flexible and cooperative partnership. • Commitment to Long-Term Relationships: Our business philosophy is rooted in building enduring relationships based on trust, transparency, and consistent performance. We view each Sourcewell engagement not as a single transaction, but as the beginning of a long-term partnership aimed at continuously supporting the vital missions of public service. Our track record of repeat business and positive testimonials from existing governmental and educational clients speaks to this commitment. In essence, Model 1's ability is built on robust infrastructure and expertise, while our willingness is driven by a deep understanding and respect for the critical work performed by Sourcewell participating entities. We are not just a vendor; we are a dedicated partner, ready to empower their operations with superior fleet solutions.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Model 1 has been heavily focused on optimizing our service delivery and support within the United States and its territories due to the typical geographic limitations imposed by our current contract mix. Should Model 1 be awarded, we feel confident with our current sub-dealer and OEM relationships, we would be able to quickly expand our service offerings to Sourcewell members in need of vehicles within the Canadian market.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Model 1 has been heavily focused on optimizing our service delivery and support within the United States and its territories due to the typical geographic limitations imposed by our current contract mix. Should Model 1 be awarded, we feel confident with our current sub-dealer and OEM relationships, we would be able to quickly expand our service offerings to Sourcewell members in need of vehicles within the Canadian market.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Model 1 Commercial Vehicles has historically sold and shipped into Hawaii, Alaska and US Territories. At the time of quoting those Sourcewell clients, there will be additional logistical considerations that will be required including, but not limited to: additional documentation, shipping costs and port and/haul fees. We would review these on a case-by-case basis with the end-user to determine what is most efficient and cost-effective.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	Model 1 Commercial Vehicles boasts an extensive and distinguished history of successfully selling vehicles and comprehensive fleet solutions to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. Our decades of experience in this specialized sector have cultivated a deep understanding of the unique procurement cycles, budgetary constraints, regulatory requirements, and operational demands inherent to public service entities. Our track record is characterized by: • Long-Standing Relationships and Repeat Business: We have cultivated enduring	

		relationships with a diverse portfolio of governmental and educational clients, many of whom have consistently chosen Model 1 for their fleet needs over multiple contract cycles. This repeat business is a testament to our consistent performance, reliability, and the trust we have earned through dedicated service. Our approach focuses on becoming an indispensable partner, not just a supplier. • Extensive Contract Experience: Model 1 has a proven history of successfully managing and executing contracts with various state and local government purchasing cooperatives. This experience has honed our expertise in navigating complex contract terms, ensuring compliance, and delivering solutions efficiently within established frameworks. We are adept at handling the specific reporting and administrative requirements of public sector agreements. • Diverse Client Portfolio: Our client base spans the full spectrum of public sector entities: o State and Local Government Agencies: We have consistently supplied vehicles to municipal public works departments, county sheriff's offices, state transportation authorities, utility districts, and various administrative agencies. Our solutions have ranged from specialized utility trucks and police cruisers to administrative sedans and maintenance vans, always tailored to specific departmental needs. o Public and Private K-12 Education: We are a trusted partner for school districts, providing school buses (through specialized partnerships and representation), administrative vehicles, maintenance vans, and support vehicles for campus operations. We understand the critical importance of safety, efficiency, and budget adherence in educational environments. o Higher Education Institutions: Universities and colleges rely on Model 1 for their diverse fleet requirements, including campus security vehicles, facilities maintenance trucks, shuttle buses, on-campus parking and research support vehicles. We are accustomed to supporting the unique operational demands of large, complex academic environments. o Non-Profit Organizations: We have a history of working with non-profit organizations to provide cost-effective fleet solutions that support their community-focused missions, often leveraging our extensive inventory and upfit capabilities to meet their specific operational needs. • Expertise in Public Sector Requirements: Our team is intimately familiar with the nuances of public sector procurement, including: o Competitive Bidding Processes: While Sourcewell streamlines this, our historical experience with competitive bids ensures we understand the importance of transparent pricing, detailed specifications, and responsive communication. o Funding Mechanisms: We assist clients in navigating various funding sources, including grants and state appropriations, ensuring our solutions align with their financial frameworks. o Compliance and Reporting: We are proficient in adhering to stringent compliance standards and providing comprehensive reporting required by governmental and educational bodies. • Value-Added Solutions: Our experience extends beyond simply delivering vehicles. We have a proven track record of providing value-added services that are critical to public sector clients, such as: o Custom Upfitting: Designing and implementing specialized vehicle modifications for diverse applications (e.g., emergency service packages, ADA-compliant transport, utility body installations). o Lifecycle Cost Management: Advising on vehicle selection and maintenance strategies that optimize total cost of ownership over the fleet's lifespan. o Fleet Modernization: Assisting agencies in transitioning to more fuel-efficient or electric vehicle options, aligning with sustainability goals. Our history and experience are not merely a collection of past transactions; they represent a deep institutional knowledge and an unwavering commitment to the public sector. This rich background positions Model 1 Commercial Vehicles as a highly reliable, knowledgeable, and dedicated partner for all Sourcewell participating entities.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Model 1 Commercial Vehicles will extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Elevating Reach: Model 1 Commercial Vehicles' Strategic Marketing Blueprint for Sourcewell Supported by a direct sales force of 130+ Model 1 vehicle and parts sales staff, our marketing strategy for promoting the Sourcewell contract is not merely a plan; it is meticulously designed to resonate with the diverse needs of governmental and educational entities across the nation. It is built on a foundation of deep market understanding, a commitment to unparalleled customer service, and a proactive embrace of both time-honored and cutting-edge communication channels. Our objective is to ensure that every potential beneficiary of the Sourcewell contract recognizes Model 1 Commercial Vehicles as the quintessential partner for their fleet acquisition and service requirements. 1. Foundational Pillars: Precision, Partnership, and Persuasion At its core, our strategy is tripartite: • Precision Targeting: Identifying and understanding the unique procurement cycles, budgetary considerations, and operational demands of distinct segments within the public sector. We leverage demographic data and past engagement patterns to segment our audience, allowing for highly tailored messaging. • Collaborative Partnership: As both OEM and dealer with a comprehensive and wide ranging products and services portfolio, we highlight the symbiotic relationships we foster with our OEM partners, upfit specialists, and financing solutions, presenting a unified, robust ecosystem of support. This emphasizes our ability to provide comprehensive, turnkey solutions. • Compelling Persuasion: Articulating the profound value proposition of the Sourcewell contract through Model 1, emphasizing not just cost-effectiveness but also long-term reliability, comprehensive support, and the inherent efficiencies gained. Our narrative focuses on empowering public service through superior fleet solutions. 2. Multi-Channel Engagement: A Holistic Outreach Ecosystem Our approach employs a sophisticated blend of digital innovation and tangible, personal engagement to maximize visibility and impact: • Digital Dominance & Content Leadership: o Robust Website Integration: Our comprehensive website serves as the central digital nexus. A dedicated, prominently featured section will be established for the Sourcewell contract, offering intuitive navigation to detailed information on eligible vehicles, upfit options, service packages, and financing solutions. This section will be replete with high-resolution imagery, detailed specifications, and compelling testimonials. Interactive tools, such as our vehicle configurator, allow for immediate visualization of custom solutions. o Search Engine Optimization (SEO) & Marketing (SEM): Aggressive SEO strategies will ensure top-tier visibility for Sourcewell-related searches, utilizing targeted keywords relevant to governmental and educational procurement (e.g., "Sourcewell fleet vehicles," "government vehicle contracts," "education fleet procurement"). Complementary SEM campaigns will deploy highly focused advertisements on major search engines, directing traffic directly to our Sourcewell portal with clear calls to action. o Thought Leadership & Content Marketing: We will publish a stream of valuable content, including in-depth whitepapers on fleet optimization strategies, compelling case studies showcasing successful Sourcewell implementations, and detailed guides on navigating the public sector procurement process. This positions Model 1 as an indispensable resource and trusted advisor, fostering long-term engagement. o Targeted Email Campaigns: Leveraging our extensive, segmented database, personalized email campaigns will deliver highly relevant content to procurement officers, fleet managers, and decision-makers within government agencies and educational institutions. These campaigns will highlight the ease of Sourcewell utilization, showcase new vehicle offerings, announce exclusive benefits, and provide reminders for important deadlines. We utilize email marketing platforms to track engagement, ensuring our communications are optimized for impact. • Strategic Physical Presence & Direct Engagement: o Nationwide Trade Show & Industry Event Presence: Model 1 maintains a significant and active presence at key nationwide trade shows and industry-specific events across all relevant segments (e.g., Government Fleet Expo (GFX), National Institute of Governmental

		Purchasing (NIGP) Forum, American Public Works Association (APWA) shows, American Public Transportation Association (APTA), Community Transportation Association of America (CTAA), school transportation conferences and every regional and statewide public sector conference). At these events, dedicated specialists will be available to provide personalized consultations on Sourcewell solutions, distribute bespoke marketing collateral, and facilitate firsthand demonstrations of vehicle capabilities. Our booths will feature interactive displays and opportunities to experience our OEM vehicles and upfit solutions. 3. Elevating the Narrative: Storytelling and Brand Resonance Beyond mere information dissemination, our marketing strategy is deeply committed to storytelling. We don't just sell vehicles; we provide solutions that empower public service, building lasting relationships. • The Model 1 Difference: We will articulate "who we are" – a company built on integrity, innovation, and unwavering customer commitment. This includes showcasing our legacy, our dedication to quality, and the passion of our teams. Our approach deviates from a purely "sales-driven mentality" to a product and customer service-focused one, instilling confidence and fostering loyalty. • OEM, Upfit Excellence & Strategic Partnerships: Our marketing will prominently feature the strength of our OEM offerings, demonstrating access to a diverse portfolio of leading commercial vehicles. We will also highlight our expertise in custom upfits, illustrating how we transform standard vehicles into specialized assets perfectly tailored to specific operational needs, whether for public safety, ADA and paratransit applications, or turnkey upfit solutions including service bodies, utility trucks and associated equipment. We actively foster mutually beneficial relationships with a diverse grouping of upfitters to provide turnkey solutions. • Financing & Service Facilities: The seamless integration of financing options, including in-house financing and leasing, partnerships with cooperative leasing vendors, and the robust capabilities of our nationwide service facilities will be underscored, assuring customers of a holistic, end-to-end solution that extends far beyond the initial purchase. • Customer Success Stories & Relationship Marketing: We will develop compelling narratives around successful Sourcewell contract implementations, featuring testimonials and detailed case studies that illustrate tangible benefits experienced by governmental and educational customers. These stories will serve as powerful endorsements of our capabilities and commitment. Our sales team practices relationship and consultative marketing daily, providing personalized and responsive customer service, assisting with financing inquiries, rentals, trade-ins, fleet management and even post-purchase issues, ensuring a "one-stop shop" experience. This dedication leads to significant word-of-mouth referrals and repeat business. 4. Supporting Documentation (Conceptual Representation) Our marketing efforts would be supported by a suite of visually stunning and information-rich materials, including: • Sourcewell-Specific Brochures: High-quality, multi-page brochures detailing the contract benefits, eligible vehicle categories, and Model 1's unique value proposition. These would feature professional photography of our vehicles in action, showcasing various upfit configurations and highlighting real-world applications. • Infographics & Charts: Visually compelling charts illustrating quantifiable benefits such as cost savings, efficiency gains, and the streamlined procurement process through Sourcewell. Infographics would break down complex information into easily digestible formats, demonstrating our value at a glance. • Digital Asset Library: A comprehensive online library of high-resolution vehicle images, engaging videos, and immersive virtual tours accessible to prospective clients, providing a rich media experience. In essence, Model 1's marketing strategy for the Sourcewell contract is a dynamic, multi-faceted endeavor. It combines strategic digital outreach with impactful personal engagement, all underpinned by a powerful narrative that positions us not just as a vendor, but as a dedicated partner in advancing the operational capabilities of governmental and educational organizations nationwide. We are poised to illuminate the immense potential of this opportunity, ensuring that Model 1 remains the preferred choice for those seeking unparalleled value and unwavering support.
40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Digital Nexus: Harnessing Technology and Data to Amplify Marketing Effectiveness In today's interconnected landscape, Model 1 recognizes that marketing effectiveness is inextricably linked to the intelligent application of technology and the insightful utilization of digital data. Our approach is not simply about adopting tools; it's about creating a sophisticated digital ecosystem that enhances every facet of our marketing efforts, from initial awareness to post-sale engagement. This commitment ensures that our message is

not only heard but also resonates deeply with the specific needs of our governmental and educational clientele.

1. The Robust Digital Foundation: Our Website as the Central Hub

Our corporate websites are far more than a digital brochure; they are dynamic, interactive platforms meticulously engineered to serve as the primary conduit for information and engagement.

- Intuitive User Experience (UX): Designed with a mobile-first philosophy, M1 websites offers seamless navigation across all devices, ensuring accessibility for busy procurement officers and fleet managers on the go.

- Rich Content Repository: M1 websites host an exhaustive library of vehicle specifications, detailed upfit options, comprehensive service package descriptions, ecommerce options and transparent financing information. Crucially, a dedicated Sourcewell portal provides all necessary contract details, eligibility criteria, and a clear pathway for inquiries and fulfillment.

2. Precision Targeting: SEO, SEM, and Metadata Mastery

Our digital marketing efforts are driven by data-informed precision:

- Search Engine Optimization (SEO) Excellence: We employ advanced SEO techniques to ensure Model 1's digital assets rank prominently for Sourcewell-related searches. This involves continuous keyword research, technical SEO optimization, and the creation of high-quality, authoritative content that establishes our domain as a trusted resource, driving organic traffic.

- Strategic Search Engine Marketing (SEM): Targeted pay-per-click (PPC) campaigns are deployed on major search engines, utilizing granular demographic and intent-based targeting to reach procurement decision-makers actively seeking fleet solutions. These ads direct users to highly relevant landing pages within our Sourcewell portal, maximizing conversion potential and ensuring efficient use of advertising spend.

- Metadata Utilization: Every piece of digital content – from website pages to images and videos – is meticulously tagged with metadata. This metadata (including keywords, descriptions, and structured data schemas) enhances search engine discoverability, improves content categorization, and ensures that our offerings are accurately represented across digital platforms, leading to more qualified traffic and improved content relevance.

3. Social Media Engagement: Building Community and Authority

Our social media strategy transcends mere presence; it focuses on building a vibrant community and establishing Model 1 as a thought leader.

- Platform Selection: We strategically engage on platforms most relevant to our B2G (business-to-government) and B2E (business-to-education) audience, primarily LinkedIn for professional networking and industry insights, and Facebook for broader community engagement and brand storytelling.

- Content Diversity: We share a diverse range of content, including industry news, vehicle spotlights, successful case studies, behind-the-scenes glimpses of our operations, and employee spotlights. This humanizes our brand and fosters deeper connections, encouraging dialogue and interaction. *

- Targeted Advertising: Social media advertising campaigns are meticulously crafted to target specific roles and personas (e.g., "Director of Transportation," "Purchasing Agent") and organizations within the public sector, ensuring our message reaches the most relevant audience segments with precision.

- Active Listening & Engagement: We actively monitor social media conversations, respond to inquiries promptly, and participate in relevant industry discussions, demonstrating our responsiveness, expertise, and commitment to our community.

4. Data-Driven Insights: CRM, Marketing Automation, and Advanced Analytics

The true power of our technology lies in our ability to collect, analyze, and act upon digital data:

- Customer Relationship Management (CRM) System: Our robust CRM system is the backbone of our customer interactions. It meticulously tracks every touchpoint, from initial inquiry through vehicle delivery and ongoing service. This allows for highly personalized communication, efficient lead nurturing, and a comprehensive understanding of each customer's journey and preferences. Sales and marketing teams leverage CRM data to tailor proposals, anticipate needs, and provide proactive support.

		• Marketing Automation Platforms: We utilize sophisticated marketing automation platforms to streamline and personalize our outreach. This includes automated email sequences triggered by specific user behaviors (e.g., downloading a Sourcewell guide, visiting a vehicle page), lead scoring models that prioritize high-potential prospects, and follow-ups that ensure no opportunity is missed. • Advanced Analytics & Reporting: Every digital campaign, website interaction, and social media engagement is meticulously tracked and analyzed. We leverage tools like Google Analytics, CRM analytics, and social media insights to: o Measure ROI: Quantify the effectiveness of our marketing spend across all channels. o Identify Trends: Uncover patterns in customer behavior, vehicle preferences, and procurement cycles, informing future strategy. o Optimize Campaigns: Continuously refine targeting, messaging, and channel allocation based on real-time performance data, maximizing efficiency and impact. o Personalize Experiences: Use data to deliver highly relevant content and offers, enhancing the customer journey and increasing engagement. o Predictive Analytics: Employ data to forecast demand, optimize inventory, and strategically position our offerings for future Sourcewell opportunities, ensuring we are always ahead of the curve. The Synergy of Technology and Human Touch Ultimately, our use of technology and digital data is not about replacing human interaction but about empowering it. By providing our sales and service teams with rich, data-driven insights, we enable them to engage with customers more intelligently, offer more tailored solutions, and build stronger, more enduring relationships. This seamless integration of cutting-edge digital tools with our unwavering commitment to personalized service is what truly enhances Model 1's marketing effectiveness and solidifies our position as a leader in the commercial vehicle industry.	
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's Pivotal Role In our view, Sourcewell plays a critical and indispensable role in promoting agreements arising from this RFP, acting as the bedrock of trust and accessibility for its vast network of participating entities. Sourcewell's mission, "Our commitment to service and exceeding client expectations," perfectly aligns with Model 1's business philosophy, making it a powerful force in the cooperative purchasing landscape. Sourcewell's role in promoting these agreements is multifaceted and highly impactful: • Establishing Trust and Legitimacy: Sourcewell's highly respected and rigorous, competitive public solicitation process and thorough vendor review before awarding contracts provide a crucial layer of vetting. This process lends immense legitimacy to any awarded agreement. The Sourcewell brand signifies a high standard of integrity and ethics, adding an invaluable cog to the Model 1 sales & marketing machine. • Simple Procurement Without Barriers: Sourcewell effectively provides immediate access to competitively-bid contracts. This significantly reduces the administrative burden, time, and expense traditionally associated with public sector procurement. By allowing entities to acquire necessary solutions more efficiently and stay competitive, Sourcewell becomes the component Model 1 needs to offer a full-bodied solution to our joint customers. • Broadening Reach and Awareness: Sourcewell actively promotes and re-posts solicitation opportunities, ensuring maximum visibility across the United States. This extensive outreach ensures that thousands of governmental, educational, non-profit, and tribal entities are aware of the available master agreements and, as a result, Model 1. • Providing Resources and Support to Vendors and Members: Sourcewell's readily available web offering of valuable marketing materials, vendor training videos, and compliance information empowers awarded suppliers like Model 1 to promote the contract effectively. Sourcewell's role is a trusted facilitator and powerful advocate, a part the organization already fulfills, and brings tremendous value to Model 1's solution suite without creating additional effort.	*

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	While we don't currently have a dedicated e-procurement ordering process for our full suite of products, we do have e-commerce already built out on our parts site (including Ford, Chevy, upfit, etc. with thousands of parts totaling millions in inventory) as well as other live support features including live chat, instant text, quote requests, 24/7 phone support and a dedicated 130+ member sales force with ample support personnel. We also have live vehicle tracking as part of our delivery process via a customer access portal and continue to build and develop new technologies in an effort to provide the best customer experience. While we already have a robust order process with multiple layers of automation and support to ensure accuracy, up-to-date customer communication and production/execution, we would allocate additional resources towards building out a Sourcewell specific portal for ordering and fulfillment if awarded.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	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.	Model 1 has a digital library of training manuals, tools, videos, resources, etc. and offers those free of charge to customers as needed. Further, Model 1 extends any product, equipment, maintenance, or operator training programs provided by the manufacturer(s) directly to Sourcewell members. Training can be included at the time of quote if it requires an additional cost. Cost is dependent on training program requirements specified by the member(s) and is passed through with no additional markup. For large fleets and operators wishing for a holistic fleet maintenance program, Model 1 has the resources and capabilities to do a full fleet analysis and set up a custom program that addresses any service needs. Training can be provided through our Model 1 operations department, or direct partnerships with vehicle manufacturers such as Ford, Chevrolet, or Stellantis or through our additional partnerships with equipment manufacturers and vehicle upfitters (including applicable sub-component vendors). Basic operator orientation is standard with most deliveries and is typically provided by Model 1 sales staff. Additional training by a manufacturer representative is available for most products and equipment and may be included at no charge or may entail additional costs depending on the depth of training required by each participating entity. For large orders, we recommend in-person factory visits and a comprehensive training accompanied by pilot vehicle builds and inspections – all of which would be hosted by Model 1 and at no additional cost.	*
44	Describe any technological advances that your proposed Solutions offer.	Model 1 is always at the forefront of technological innovations and many new technology entrants to the market end up running through us as the largest dealership distribution in the country within the public sector space. OEMs including Ford and General Motors continue to lead the way with new technologies introduced regularly on new model year products, driven by customer demand. With the level of customization available on all Model 1 offerings, any and all applicable new technology would be in play and available to Sourcewell members. Currently, Model 1 is focused on staying ahead of the constantly changing federal requirements landscape as it relates to emissions and the environment. With that comes new propulsion technology as well as updates and new tech requirements to existing alternative fuel options. Model 1's Elkhart facility has a Green Alternative Systems (GAS) division that handles nationwide alternative fuel conversions and we are also formally partnered with American CNG to expand our scalability and service and support offerings to more local levels. Additionally, Model 1 is heavily focused on fleet telematics and intelligent tracking and management of vehicles we touch (whether that's from an internal inventory management element, our rapidly deployed rental fleet or being a support branch to our customer operations in the field). Telematics has been particularly important in the more recent electric market with infrastructure build out, optimized charging and route planning, etc. Another key area around new technology we prioritize is anything safety related. We have product offerings available today from camera systems, to driver behavior reporting, to passenger counters and route optimization, to smart wheelchair securement devices to digital seat belt usage monitoring, we are constantly exploring, testing, validating and going to market with new technologies across all our automotive categories.	*

45	Describe any service contract options or extended warranties being offered with your proposal.	Model 1 of course offers any and all manufacturer service contracts and extended warranties for all Sourcewell members. In many cases, Model 1 has negotiated base warranties with our manufacturing partners above and beyond their standard warranty offering and would pass those qualifying enhanced standard warranties through to Sourcewell members at no additional cost (in addition to extended warranty discounting below manufacturer MSRP). With close to 30 Model 1 locations throughout the US (and prominently positioned in major metropolitan markets), we can provide customized service and support contracts to Sourcewell members at a discounted hourly labor and parts rate based on volume.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	As a general rule, warranty is provided by the OEM and administered and supported by Model 1. All warranties are available for review in advance of purchase and the major elements (ie. chassis, ADA conversion, body upfit) are highlighted and spelled out in proposal documents. Warranties are typically not geography bound, within reason, among the proposed Sourcewell member group. Problem Escalation Procedure Intro When a problem with any units sold under this contract or any questions concerning deliverables in the contract arise, Model 1 Commercial Vehicles has a problem escalation procedure in place to quickly address your agencies' concerns. There are three different groups that are responsible to ensure that any issues with the deliverables are addressed in a timely fashion. Customer Care The agencies on this contract will be able to establish the existence of a problem by contacting our Model 1 care department. All initial questions and concerns should be directed to CreativeCare@Model1.com or dial 410-934-3044. Our staff is available Monday thru Friday from 10am to 8pm EST. This team, comprised of five full-time staff, will be able to assist with most questions and are also trained to escalate the problem if they are unable to provide complete resolution. The response time for this group is within 24 hours before they escalate the agencies' concern. The Model 1 Care team will track and monitor all agency problems that Model 1 is made aware of and will provide documentation to the agency confirming the resolution of the problem. Warranty Support If our contract support group is unable to provide direction or assistance with any warranty or service-related concern that your agency may have within a 24-hour period, the next level of escalation would be directed to warranty@Model1.com or 1-800-326-2877. Our national warranty / service staff is available from 7am to 8pm EST Monday thru Friday and includes eight service and warranty professionals that will promptly respond to your agencies' concerns. Once our Service and Warranty Team has a full understanding of the concern, we request up to 10 business days to provide an accepted path for problem resolution Model 1 Warranty for issuing arising outside of typical scope. Model 1 has over 3,000 warranty and repair centers set up throughout the country and can also work with any local customer shop on getting them established to do their own warranty work. In addition to the above, Model 1 has a rapid response team that we are able to deploy quickly to mid to large fleets or and quickly provide proactive solutions to get vehicles back on the road, safely. Please see attached warranty documents for additional details.	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Model 1 always strives to be ahead of the curve when it comes to green initiatives. As mentioned previously, through our QVM certified Green Alternative Systems in-house division and partnership with American CNG, we are able to offer alternative fuels ranging from CNG to propane to bi-fuel, while also offering electric and hybrid OEM solutions. With representation across the United States and concentrations within the largest population densities, we naturally sell into California, New York and the northwest and northeast regions which may require varying levels of CARB (California Air Resources Board), ACT (Advanced Clean Trucks) and other emissions standards. On the electric front, we are the nation's leading supplier of passenger eTransits from Ford and have made a concerted effort to go green while reducing the carbon footprint. Our rental fleet includes electric/hybrid, we have a range of OEM electric and hybrid options available and are constantly working with our OEM partners to bring new green solutions to market.	*

48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Model 1 receives CARB & ACT certifications on the vehicles we sell into states with those requirements. Model 1 and its partners are Ford QVM certified. Model 1's manufacturing partners are ISO:9001 certified, which is the highest standard for quality management systems. Vehicles we provide through Ford, Chevy and Stellantis have their own eco-label ratings, may be STAR energy certified, and utilize green propulsion systems, all in an effort to provide more environmentally friendly solutions. Model 1 is also firmly in the camp that promotes public transit as an inherently green solution so any passenger vehicle we provide into the government and education sectors are ultimately taking more vehicles off the road and promoting sustainability organically.	*
49	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?	Model 1 Commercial Vehicles stands apart in the commercial vehicle industry by offering a unique value proposition centered on a seamlessly integrated, end-to-end fleet solution ecosystem, driven by a powerful blend of cutting-edge digital technology and an unwavering commitment to personalized, relationship-based customer empowerment. This holistic approach is specifically tailored to the complex and evolving needs of Sourcewell participating entities, setting us apart from traditional vendors. Model 1's vertical integration combined with large stocking levels, nationwide, company-owned footprint and access to in-demand and unique product offerings not traditionally seen in this space are some of the easily identifiable differentiators we offer. As examples, we can source complete vehicles (automobiles, SUVs, trucks and vans) or vans, trucks and chassis needing modifications through our Ford or Chevy stores. We can add any customizable equipment or upfits via our Model 1 locations or our Stellantis second-stage on those product line. We have product distribution on the largest ADA/paratransit minivan and van providers between BraunAbility (who is also the leading supplier of ramps, lifts and associated ADA equipment) as well as Forest River (specifically their van and cutaway divisions which includes Forest River Bus brands, Forest River Van, MobilityTrans and LA West). We have low-floor options, which is currently the largest growth market in public safety and ADA/paratransit applications due to the lack of steps and additional liability (with distribution and a full size/scope product mix through Arboc, BraunAbility and FrontRunner). We have product exclusivity on a number of our lines and offerings. Model 1 has stocking levels in excess of 5,000 vehicles on the ground and in production at any moment in time which offers end-users both quick in-stock options typically spec'd to their market needs or quick customized options available with industry leading turns. We have close to 30 full service, nationwide locations and do business in all sectors of all states. We are able to address any ancillary need (including but not limited to parts and service, short or long term rentals, financing and leasing, alternative fuels, emerging technologies, etc.) to provide holistic turnkey solutions. We have formal partnerships and strong relationships across all aspects of the vehicle ecosystem so are able to be informed and proactively stay ahead of potential downstream issues. We have dedicated service centers that own the crucial after-market support piece of the vehicle ownership experience. While large in size, we are nimble and empowered in our customer solutions and problem solving. Here are the unique attributes that define Model 1's distinct advantage: 1. The "Total Solution" Ecosystem, Not Just a Transaction: o Integrated Offerings: Unlike competitors who may specialize in only one aspect, Model 1 provides a complete spectrum: access to a vast array of OEM vehicles, expert custom upfitting, diverse financing options, comprehensive parts availability, and a nationwide service network. This eliminates the burden of coordinating multiple vendors, offering a true "one-stop shop" for turnkey fleet solutions. o Proactive Partner Network: Our commitment extends to actively fostering "mutually beneficial relationships" with specialized upfitters and other Sourcewell vendors. This collaborative spirit ensures that even the most niche or complex requirements are met with seamless integration and coordinated support. 2. Unparalleled Digital Empowerment and Transparency: o Data-Driven Customization & Responsiveness: We leverage advanced CRM, marketing automation, and analytics to gain deep insights into client needs and procurement trends. This allows us to "personalize experiences," proactively anticipate demand, and optimize our offerings, ensuring that our solutions are always relevant and delivered efficiently. Our RunBuggy software and forthcoming GeoTab offering provides unprecedented transparency on order status, akin to tracking a package. 3. Deeply Personalized, Relationship-Based Customer Empowerment: o "Solution Selling" Philosophy: We fundamentally shift from a "car salesperson mentality" to a "solution selling" approach. Our dedicated sales and service teams act as strategic advisors, focusing on understanding the unique operational challenges and budgetary constraints of each governmental or educational entity. We aim to "instill a sense of confidence" and build "lifelong rapport and trust."	*

		o Accessibility and Proactive Support: Our commitment to customer service is exemplified by providing access to live sales representatives, coupled with phone and email support. This ensures expeditious assistance and demonstrates an unwavering dedication to client needs, even after the sale. o Post-Purchase Advocacy: Our unique attribute includes active post-purchase support, assisting with everything from financing inquiries and trade-ins to coordinating complex warranty issues and even dispatching technicians for critical repairs (as highlighted in our service force description). This comprehensive, ongoing advocacy ensures that Model 1 remains a trusted partner throughout the entire lifecycle of the vehicle. 4. Agility and Adaptability to Evolving Needs: o Future-Ready Offerings: Our proactive embrace of emerging technologies, such as our ability to offer 100% purely electric vehicles and integrate advanced motive power systems, positions Sourcewell entities at the forefront of fleet modernization and sustainability. o Responsive to Feedback: We are committed to "embracing member feedback" and implementing continuous improvements, ensuring our services evolve to meet the dynamic needs of the public sector. In essence, Model 1's uniqueness for Sourcewell participating entities lies in our ability to provide more than just vehicles; we deliver a complete, digitally enhanced, and human-centric partnership that simplifies procurement, optimizes operations, and ensures long-term fleet reliability and value. This comprehensive, proactive, and deeply supportive approach sets Model 1 apart as the ideal choice for public service fleets.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	While Model 1 itself is mostly vertically integrated and not a WMBE, SBE, etc. designation, our OEM partners are certified TVM/DBE (Transit Vehicle Manufacturers with a Disadvantaged Business Enterprise goal methodology). FTA's list is publicly available and can be found here: https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Model 1 standard payment terms require a deposit with payment in full due upon delivery. For established agencies, NET30 terms are standard with issuance of PO. Specialty builds may require a larger deposit when there's a large degree of customization. Customers have the ability to pay via Wire Transfer, ACH or Company Check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Model 1 Commercial Vehicles has both in-house financing and leasing, rental options and strong partnerships with the most reputable, and well-sourced, financial institutions in the country including but not limited to: Wells Fargo, Ford Motor Credit, Bank of America, etc., as well as Sourcewell-approved and awarded leasing solutions, such as D&M Leasing. Model 1 can also work with the Sourcewell end-user and their preferred provider on the acquisition of any Model 1 vehicle. Model 1 has a dedicated department and personnel to provide first-class service and has the financial stability and backing to offer peace of mind and guaranteed longevity. Sourcewell member options: Financing & Rentals Our financing team crafts leasing plans based on your needs. If you're not quite ready to buy, try our long-term rental program for an extended, but flexible, solution. Lease Purchase option You retain the option to purchase your vehicle at lease expiration. Advantages = Keep the depreciation benefits, Preserve your credit line, Optional zero down payment, Sales tax is billed monthly, You may purchase the equipment at lease expiration or return it Leasure Purchase sale You own the vehicle at the end of your lease. Advantages = Keep the depreciation benefits, Preserve your credit line, Optional zero down payment, Sales tax is paid at onset of lease, You own the equipment at lease expiration by paying as little as $1.00 Operating Leases You return the equipment at the end of your lease and walk away without obligation. Advantages = Equipment does not reflect on your balance sheet, Sales tax is billed monthly, Optional zero down payment, Walk away from your equipment at lease expiration with no further obligations, Equipment may be purchased at lease expiration as well. TRAC Leases You have the option to purchase your vehicle for an agreed upon residual or walk away and pay nothing. Advantages = Equipment does not reflect on your balance sheet, Lower rates available due to depreciation being kept by the Lessor, Optional zero down payment, Purchase your equipment at an agreed-upon residual at lease expiration or walk away, Sales tax is billed monthly Municipal Leases Municipal leases offer several benefits for government entities and other organizations that qualify for tax-exempt financing. These include budget-friendly acquisitions, access to modern equipment, tax-exempt interest rates, predictable budgeting, and flexible upgrade options. They also allow for spreading out costs over multiple fiscal years, which can be particularly helpful when dealing with large capital expenditures.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Model 1 does not have any standard transaction documents that would be used for purchases originating from government or education sectors resulting in a PO generation. Each transaction is tailored to the purchasing entity and would incorporate documents as determined to be mutually required – typically an agency (or Sourcewell) purchase order and a corresponding quote from Model 1 for the equipment to be purchased. For leases or rentals, we use our standard credit application (provided separately with “Standard Transaction Document Samples” uploads). We have also included a retail buyer’s order contract, payment instructions, titling instructions and sample quote proposals to add more color but at the end of the day, we aim to be flexible and accommodating around the customer’s preferred and established process of doing business.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Model 1 does not accept P-card procurement and payment process at this time but is willing to explore this option if there is enough demand.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Model 1 is offering % discounts off MSRP for all our OEM providers and the many makes and models they provide. This is also applicable to new vehicles and emerging propulsions that may not be in market today. Sourcewell members are able to add upfits to any proposed solution, either through Model 1 directly, Model 1 manufacturers or partners of the customer’s choosing to ensure maximum flexibility and the delivery of turnkey solutions covering the wide range of vehicle needs in the government and education market segments today. Model 1 also offers Sourcewell members access to related equipment and accessories including (but not limited to) financing and leasing, vehicle rentals, used equipment, parts and service and alternative fuels.	*
64	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.	1.5%-13.93% off MSRP/list for Ford and Chevy products depending on model and end user. 3.1-10.1% off MSRP for Stellantis products with second-stage. 2.5-15% off MSRP/list for upfits including ADA/paratransit. 0-35.5% off MSRP/list for parts depending on quantity and end user.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Model 1 Commercial Vehicles has multiple chassis rebate programs as well as periodic special programming based on inventory age levels that can be determined at the time of purchase to apply towards discounts. Model 1 encourages members to reach out as soon as possible with orders of 25 units or more for time to research additional discounts that can be included in the direct vehicle quote.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	Any "sourced" or "Open Market" items will be sold at a price ranging from cost to cost + 10% dependent upon the item sourced.	*
67	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.	Model 1 has accounted for all costs within our pricing document (excepting freight/shipping as identified). Any unforeseeable or unique one-off costs not associated with the original proposal will be reviewed with the Sourcewell member prior to commitment from the member. Model 1 will source any such item utilizing the most cost-effective market solution while taking advantage of any/all resources provided by the OEM resulting in the lowest cost to the member.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Model 1 Ford and Chevrolet dealerships display window stickers on all models which indicate delivery and destination fees. These fees do not include any chassis that are sent to our upfitter partners. Shipping charges will be determined from those upfitters at the time of vehicle quote directly to Sourcewell members. Model 1 utilizes a combination of the largest freight and logistics carriers combined with local part-time drivers/M1 employees so have the ability to flex to the most cost-effective option for the customer should the need for additional transport moves arise. Any additional transport fees are disclosed up front, competitively priced at or below market and end-users are also welcome to use their own drivers if preferred. M1 approved carriers are vetted with a monthly scorecard that is reviewed down to the individual driver level in an effort to ensure a positive customer experience. Customers are notified when their units are scheduled for pick up, physically picked up and can then be tracked through to their final destination in real-time. Additionally, many Model 1 dealership and upfit locations have Ford, Chevrolet and Stellantis drop-ship and ship-thru codes to further mitigate any excess transportation costs.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery to these states/areas have additional logistics needing consideration and additional costs. Barge or rail hauls, port fees and additional drivers upon arrival are a handful of coordinated efforts that may increase freight. These added costs will be disclosed to Sourcewell members at the time of quoting vehicles and will be discounted in accordance with standard Sourcewell discounting.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Model 1 has a dedicated transportation team that employs local drivers at dealership locations as well as works closely with multiple freight carriers. Model 1 utilizes an app and tracking technology to allow customers to view in real time their en route vehicle shipments and stay apprised of the latest delivery timelines and updates. Our upfitting partners also have close partnerships with logistic companies while also having the advantage of Model 1 OEM drop ship and ship through destinations and programs.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	A pre-determined internal contract pricing structure will ensure all Sourcewell members are quoted and delivered vehicles at the established pricing levels. Dedicated templates will be built out to ensure standard pricing with established discounts are captured. Monthly internal review of sales documentation ensures all applicable incentives are passed on to the Sourcewell member. Regular check-ins and deal review(s) with the Sourcewell team directly will be available to ensure effective contract administration. Further, Model 1's DMS has a contract tracking and cost field functionality that will automate auditing and compliance to ensure adherence to pricing and effective reporting. Sales, procurement and accounting are all involved as back-stops and we are well-versed with a proven track record of success over many contracts with stringent reporting requirements over many years.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Model 1 Commercial Vehicles has multiple contracts throughout numerous states in which Model 1 needs to produce and share contract tracking, administrative reporting and financial contract-specific data. This same data is used internally to ensure contract success and raise flags if data indicates issues in manufacturing timelines, delivery or payment. Some of the metrics currently used would include: a. Revenue (contract sales) b. Net Income per Vehicle c. Overall Unit Volume d. Average Deal Size e. Backlog Value f. Delivery Time/Turnaround Time g. Inventory Turnover h. Days to Deliver i. Rebate Capture Rate j. Accounts Receivable Turnover k. Days Sales Outstanding l. Customer Satisfaction m. Customer Retention n. Customer Fleet Diversification o. Customer Contract Conversion p. Net New Customer Acquisition q. After-market Value r. Quote to Conversion Ratio Model 1 has the staff and means to customize metrics/reporting for Sourcewell if requested.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Model 1 proposes an Administration Fee of 1% of the purchase price for completed transactions to Participating Entities utilizing this agreement (paid on a quarterly basis). We believe an easily reconcilable number with allow for streamlined efficiencies and jointly support Model 1 + Sourcewell's desire for contract growth.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell receives the best pricing as the nation's largest cooperative purchasing contract.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Model 1's Sourcewell offering is all encompassing with close to 30 manufacturer brands represented covering hundreds of makes and models, including: Automobiles, Sedans, SUVs, Light Trucks, Pickup Trucks, Minivans, Cargo vans, Passenger Vans, Service vans, Specialty vans, Utility trucks, Service trucks, Contractor trucks, Box trucks, Platform trucks, Crane/mechanic trucks, Cutaway Chassis, Chassis Cab, Stripped Chassis, Super Duty – as well as all available propulsions (ICE, diesel, electric, hybrid, CNG, propane, bi-fuel) – both ADA/paratransit and non-ADA - and used vehicles. Model 1 maintains stock inventory in excess of 5,000 vehicles, including hundreds of used vehicles and separately has a 1,000+ unit rental fleet. Model 1 Ford of Warsaw Ford – 16 categories offered covering 100+ makes and models Model 1 Ford of Kentland Chevrolet/GM – 20 categories offered covering 100+ makes and models Stellantis – Model 1 second-stage as well as a range of ADA and paratransit conversions Ford, Chevy/GM and Stellantis solutions speak for themselves as the "Big 3" and largest automakers in North America. Braun Corporation BraunAbility Vans (including ADA low-floor minivans – Voyager, Pacifica, Sienna – and ADA low-floor full size vans - Promaster) -BraunAbility has been the global leader in the mobility industry for over 50 years, eclipsing 1 million mobility solutions delivered and was recently named to the Forbes' Inaugural Accessibility 100 List. Forest River, Inc. Forest River Vans (including FRV, MobilityTrans, LA West) Forest River Bus (including Starcraft, StarTrans, Champion, ElDorado, Glaval, TransTech) -Forest River, a Berkshire Hathaway/Warren Buffet owned company, has been America's #1 van and light duty bus manufacturer for decades – with a heavy focus and dedication into governmental and education sectors. Arboc Specialty Vehicles Arboc low-floor full size vans (Ford and Chevy/GM) -Arboc Specialty, an NFI Group/New Flyer Industries owned company, is North America's low-floor light duty bus leader in the transit and paratransit transportation space. FrontRunner Bus Group (formerly New England Wheels) FrontRunner low-floor full size vans (Promaster) -FrontRunner, is an innovative, purpose built low-floor product specifically built to service ADA and paratransit application. Other upfit solutions offered: The Shyft Group (Royal Truck Body, Duramag) Reading, Rockport, Ranger, Kargo Master Other specialty vehicle solutions offered: Marcopolo, Grech Motors, Hometown Trolley, Mobile Specialty Vehicles/Wakarusa Coach, TWR Specialty Vehicles Model 1 Turnkey support solutions: Model 1 Finance Model 1 Leasing and Rentals Model 1 Used Vehicles Model 1 Parts and Service

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Paratransit ADA Sedans SUVs Pickup Trucks Minivans Cargo vans Passenger Vans Service vans Specialty vans Utility trucks Service trucks Contractor trucks Box trucks Platform trucks Crane/mechanic trucks Cutaway chassis Chassis Cab Stripped Chassis Super Duty Custom Vehicles	*

Table 7C: Depth and Breadth - Category 1 - All Engine Types

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

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
79	Sport Utility Vehicles	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
80	Vans	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
81	Light Trucks (half ton, three quarter ton, and one ton)	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
85	Conventional Internal Combustion models	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.
87	Electric powered models	◉ Yes ○ No	Model 1 represents over 25 vehicle manufacturers and upfitters with hundreds of models and customizable configurations.

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

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

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	○ Yes ○ No	
89	Sport Utility Vehicles	○ Yes ○ No	
90	Vans	○ Yes ○ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	○ Yes ○ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	○ Yes ○ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	○ Yes ○ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	○ Yes ○ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

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.”

- Pricing - Pricing - Model 1 Commercial Vehicles.zip - Wednesday August 13, 2025 15:52:20
- Financial Strength and Stability - CONFIDENTIAL - Financial Strength and Stability.zip - Wednesday August 13, 2025 14:19:38
- Marketing Plan/Samples - Marketing Plan-Samples.zip - Wednesday August 13, 2025 14:17:33
- WMBE/MBE/SBE or Related Certificates - Item 50. Transit Vehicle Manufacturers - Disadvantaged Business Enterprise - List _ FTA.pdf - Wednesday August 13, 2025 12:58:40
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Wednesday August 13, 2025 13:07:11
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documents - Model 1.zip - Wednesday August 13, 2025 13:37:05

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. Proposer its employees, agents, and subcontractors are not:

1. 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;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Jason Spore, Transit Bid Manager, Model 1 Commercial Vehicles, Inc.

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

○ **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_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☑	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☑	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☑	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☑	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☑	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☑	2

Model 1 Commercial Vehicles #081325-CRE

Pricing for contract #081325-CRE offers Sourcewell participating agencies the following discounts:

- 1.5%-13.93% off MSRP/list for Ford and Chevy products depending on model and end user.
- 3.1-10.1% off MSRP for Stellantis products with second-stage.
- 2.5-15% off MSRP/list for upfits including ADA/paratransit.
- 0-35.5% off MSRP/list for parts depending on quantity and end user.
- Additional rebate programs, special programming and volume discounts may be considered on a case-by-case basis.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order(s) to Fletcher-Reinhardt for utility hardware in the amount of $500,000, and to authorize change orders up to ten (10%) percent of the authorized amount on future change orders, to the Power & Light Department (IPL) in Fiscal Year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

Utility hardware contracts are required to ensure stable pricing and availability of safety stock and long lead items for the IPL warehouse. This inventory is used extensively by the Transmission and Distribution Division. In Fiscal Year 2026, contracts for these groups were awarded to the lowest and most responsive bidders in accordance to Invitation To Bid 25064. The agreement included the initial year and four one-year renewal options. These contracts have been in place for several years and will continue to be necessary to maintain reliable access to utility hardware essential for daily operations and timely responses to power outages.

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, provided that sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is $550,000, including a 10% contingency. Funding for the utility hardware is included in the fiscal year 2026-2027 proposed budget, page 214-215, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Fletcher-Reinhardt ITB #_25064_Proposal

INDEPENDENCE
* MISSOURI *

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

INVITATION TO BID #25064

UTILITY HARDWARE

Response Deadline Date and Time: November 18, 2025, at 2:00pm

Deadline for questions is 2:00 p.m. local time on November 13, 2025
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 (Please print or type) Phone Number 314-506-0700

Address 3105 Corporate Ex Ct City Bridgeton State MO Zip 63044

Name of Authorized Agent Kevin Arndt Email kevin.arndt@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.

General Terms and Conditions
Material, Equipment and Supplies

1. SCOPE

The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the City within this bid document.

2. FIRM PRICES

The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than ninety (90) 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, contract or contract.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only 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. SPECIFIC QUANTITIES

When quantities are specifically stated, acceptance will bind the City to order and pay for, at the contract prices; all such supplies or services delivered that meet the specifications and conditions of the contract.

5. DELIVERY

If 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 bid. 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 form.

6. 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 contracts with a third party freight transport company. See specific routing and freight billing instructions on the face of the purchase order. Freight 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.

7. PACKAGING

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

8. BRAND NAMES

Whenever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is 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 their 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 are to be furnished as specified in the bid document or upon request of the City. If samples should be requested, the City must receive such samples no later than the time specified in the formal, written request.

9. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material

which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, 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. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

10. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

11. GENERAL GUARANTY AND WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract.

Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

12. PATENTS

The Contractor 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 Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay allcost, damages and profits recoverable in any such suit.

13. INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

14. TERMS OF PAYMENT

The City's preferred method of payment is the City's MasterCard credit card. No processing or additional fees shall added to the invoice or payment. Unless otherwise noted, the City's payment terms are NET thirty (30) days from receipt of invoice.

15. 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.

16. EXPENSES

The City shall not be liable to the Contractor 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 Agreement. The Contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

Since the Contractor is not an employee of the City's business, the Contractor 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 AGREEMENT

If applicable, the term of the Agreement shall be specified in the bid document. Renewal options, if any, will also be specified in the bid document.

20. RENEWAL OPTIONS

If specified in the original bid document, the City may exercise its option to renew the Contract/Agreement. The City will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the Contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

21. TERMINATION

City may terminate or suspend performance of this Agreement 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 or suspension expenses.

This AGREEMENT 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 Agreement. The nonperforming party shall have fifteen (15) 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 the Agreement.

22. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the duly authorized
representative 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 sent to the attention of the Procurement Manager, 111 E. Maple, PO Box 1019, Independence, MO 64051-0519.

23. ASSIGNMENT OF CONTRACT

Neither City nor Contractor shall assign any rights or duties under this Agreement 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 Agreement.

24. SUBCONTRACTS

The Contractor shall not execute an Agreement 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 his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. 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 Owner.

25. CHANGES

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or formal amendment which shall be in writing and signed by both parties.

26. GENERAL INDEMNIFICATION

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

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.

27. 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.

28. INSURANCE

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".

Informal Purchases (less than $50,000)
(1) General Liability Insurance, with a $500,000 combined single limit.

Formal Purchases ($50,000 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.

29. AVAILABILITY OF FUNDING

Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Agreement, 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.

30. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts on behalf of the City. This Agreement does not create a partnership between the parties.

31. NON-WAIVER

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

32. 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 to be performed under this Agreement.

33. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this 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.

34. AUDIT

The City shall have the right to audit this Contract and all books, documents and records relating thereto. Contractor shall maintain all its books, documents and records relating to this 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.

35. CHOICE OF LAW

This AGREEMENT shall be governed by the laws of the State of Missouri. The CITY and the CONTRACTOR agree that the performance of this Agreement will be deemed to have occurred in the State of Missouri and that CONTRACTOR's performance under this Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Agreement 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.

36. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement 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 Agreement from being void should a provision which is of the essence of this Agreement be determined void.

37. ENTIRE AGREEMENT

The bid document, including these Terms and Conditions, Contractor's 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.

Instructions to Bidders

The instructions described herein shall apply to all purchases of materials, equipment and supplies. These instructions shall prevail unless otherwise modified by the City within the bid document.

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website, www.indepmo.org. Click *Business on the Home Page, the Business icon on the next page,* and *View Bid Opportunities.* Bidders using a bid form not obtained www.publicpurchase.com risk not receiving necessary addenda, possibly eliminating their bids from consideration.

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.

1. DEFINITIONS

A. The term "City" means the City of Independence, MO.
B. The term "Contractor" means the person or organization that receives the award in the bid process.
C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid.
D. The term "bid document" means the ITB.
E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a sealed bid.
F. The term "bid" means the price submitted by the bidder in response to an ITB.

2. 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 bid document. Failure to do so will be at the bidder's risk.
B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. The person signing the offer must initial erasures or other changes. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
C. Unit price for each unit bid shall be shown and such price 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 will be presumed to be correct.
D. Bidders are to prepare their bids for City projects without including sales tax.
E. Alternate bids for supplies or services other than those specified will not be considered, unless authorized by the invitation.
F. Bidder must state a definite time for delivery of supplies or services, unless otherwise specified in the invitation.
G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
J. Prices quoted are to be firm and final.
K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted, unless otherwise specified on the bid page.
L. Bidders shall submit one (1) electronic copy of the bid, via www.publicpurchase.com.
M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

3. 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 also 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 one thousand dollars ($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 ten percent (10 percent).
E. In order to qualify for the preference, it must be clearly stated on the pricing sheet whether the materials quoted were manufactured, assembled or produced in the United States of America. If multiple items are listed in the bid request, it must be clearly stated on the pricing sheet which items were manufactured, assembled or produced in the United States of America.

4. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this agreement/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 their 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, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
C. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer 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.
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 agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/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 agreement/contracts or purchase order or federally assisted agreements/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 portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

5. **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; and

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.

6. **SUBMISSION OF BIDS**

A. Bids and any modification thereof (addendum) shall be submitted electronically, via www.publicpurchase.com.

B. Telephonic or faxed bids will not be considered, unless authorized by the invitation.

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 by the invitation.

D. Bids will be opened electronically at the date and time indicated on the Cover Page. After opening, no pricing information will be provided until, in the case of an informal bid (up to $50,000), the five-day protest period has passed, or, in the case of a formal bid (over $50,000), a Notice of Intent to Award has been posted on the City's website/www.publicpurchase.com. Following either of the above scenarios, the bid tabulation will be posted at www.publicpurchase.com.

7. **MODIFICATION OR WITHDRAWAL OF BIDS**

Modification or withdrawal of bids will be via 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.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid via www.publicpurchase.com. This must be completed prior to the stated time of the bid opening.

8. **LATE BIDS**

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

9. **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 bid document.

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; and
F. The ability of the bidder to provide future maintenance and service.

10. AWARD

Award will be made to the lowest most responsive and responsible bidder who submits the bid most advantageous to the City. The City reserves the right to accept or reject any or all bids or part 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 also 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 are subject to rejection in whole or in part at the sole discretion of the City.

11. 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.

Utility Hardware
Invitation to Bid
Commodity/Service Code 286-30

GROUP 1 – UTILITY HARDWARE GROUP 2

– CONNECTORS

GROUP 3 – ARRESTERS

GROUP 4 – CUTOUTS AND FUSES

GROUP 5 – PVC CONDUIT AND COUPLINGS GROUP 6 –

UNDERGROUND MATERIAL GROUP 7 – METERS

GROUP 8 – METER SOCKETS AND HUBS GROUP 9 –

CURRENT TRANSFORMERS

GROUP 10 – LAMPS, LUMINAIRES AND PHOTO CELLS

GROUP 1 - UTILITY HARDWARE

Lead time required for Group 1 items: Stock - 10 WEEKS

	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 Packaging: 25 Brand: AF Make/Model: AF8868	$4.62 /Each
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 Packaging: 25 Brand: AF Make/Model: AF8870	$4.71 /Each
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 Packaging: 20 Brand: AF Make/Model: AF8872	$ 5.26 /Each
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 Packaging: 50 Brand: BAMAL Make/Model: 50200BB	$ 3.79 /Each

30-014-10

5. Eye Bolt, Oval, 5/8" X 10" $ 4.10 /Each
Acceptable: Joslyn #9410
Hubbell #29960
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: AF
Make/Model: AF9410

30-014-12

6. Eye Bolt, Oval 5/8" X 12" $ 4.88 /Each
Acceptable: Joslyn #J9412
Hubbell #29962
Estimated Quantity - 70 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: AF
Make/Model: AF9412

30-015-06

7. Bolt, Machine, 1/2" X 6" $ 1.28 /Each
Acceptable: Joslyn #J-8706
Hubbell #8706
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: HUBBELL
Make/Model: 8706

30-016-10

8. Bolt, Machine 5/8" x 10" $ 2.03 /Each
Acceptable: Joslyn #J-8810
Hubbell #8810
Estimated Quantity - 850 Each
Maintain Stock - 300 Each

Packaging: 50
Brand: AF
Make/Model: AF8810

30-016-12

9. Bolt, Machine 5/8" x 12" with nuts — $ 1.89 /Each
Acceptable: Joslyn #J-8812
Hubbell #8812
Estimated Quantity - 3500 Each
Maintain Stock - 900 Each

Packaging: 30
Brand: AF
Make/Model: AF8812

30-016-14

10. Bolt, Machine 5/8" x 14" with nuts — $ 2.52 /Each
Acceptable: Joslyn #J-8814
Hubbell #8814
Estimated Quantity - 850 Each
Maintain Stock - 200 Each

Packaging: 30
Brand: AF
Make/Model: AF8814

30-016-16

11. Bolt, Machine, 5/8" X 16" — $ 2.63 /Each
Acceptable: Joslyn #J-8816
Hubbell #8816
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging: 30
Brand: AF
Make/Model: AF8816

30-017-12

12. Bolt, Machine, 3/4" X 12" — $ 4.15 /Each
Acceptable: Joslyn #J-8912
Hubbell #8912
Estimated Quantity - 112 Each
Maintain Stock - 25 Each

Packaging: 25
Brand: AF
Make/Model: AF8912

30-017-14

13. Bolt, Machine, 3/4" X 14" — $ 4.79 /Each
Acceptable: Joslyn #J-8914
Hubbell #8914
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging: 25
Brand: AF
Make/Model: AF8914

30-031-42

14. Brace, Wood Crossarm, 42 1/2", 60" Span and 30" Drop, 9/16" $ 27.44 /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 PR
Brand: AF
Make/Model: AF6030

30-049-19

15. Bracket, Vertical Insulator $ 46.41 /Each
Acceptable: Maclean #G1MDA118AT
AlumaForm #F1CA-MV-A18-C7
Estimated Quantity - 135 Each
Maintain Stock - 24 Each

Packaging: 5
Brand: AF
Make/Model: F1CA-MV-A18C7

30-060-10

16. Secondary Clevis $ 6.58 /Each
Acceptable: Hubbell #468
Joslyn #J-093
Estimated Quantity - 2000 Each
Maintain Stock - 500 Each

Packaging: 30
Brand: AF
Make/Model: AF093

30-080-00

17. Connector, Bronze Vice, 6 SOL-2OL $ 2.84 /Each
Acceptable: Macleanl #BVC-2
Blackburn #VGC23
Estimated Quantity - 1000 Each
Maintain Stock - 250 Each

Packaging: 100
Brand: AF
Make/Model: AFBVC-2

30-080-05

18. Connector-Ground Wire to Pad Mount Trans., #6 SOL to 1/0 Str — $ 6.96 /Each
Acceptable: Hubbell #GC-207
Estimated Quantity - 250 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: AF
Make/Model: AF BVC-207

30-100-08

19. 8 Foot, 4 Pin, 3 ½" X 4 ½", Penta Treated Crossarm, as per specification No. CARM001 attached. — $ 98.88 /Each
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: STELLA
Make/Model: REA-03-FSNP

30-100-10

20. 10 Foot, 4 Pin, 4 ¾" X 3 ¾", Penta Treated Crossarm, as per specification No. CARM001 attached. — 122.89 EA
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 55 Each
Maintain Stock - 25 Each

Packaging: 50
Brand: STELLA J
Make/Mode REA-05 FSNP

30-140-01

21. Pole Plates-Copper — $ 15.51 /Each
Acceptable: Eritech #EGP-100
"No Substitues"
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: ERICO / NVENT
Make/Model: EGP-100

30-140-08

22. Ground Rod, 5/8" X 8' Copper Bonded — $ 17.06 /Each
Acceptable: Joslyn #J-8338
Blackburn #6258
Eritech #615880
Galvan #6258
Hubbell #C615880
Estimated Quantity - 300 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: ERICO / INVENT
Make/Model: 615880

30-159-10

23. Insulator Spool, secondary, polymer — $ 2.81 /Each
Acceptable: Hubbell #C9091032P
Estimated Quantity - 2200 Each
Maintain Stock - 160 Each

Packaging: 50
Brand: HPS
Make/Model: C9091032P

30-161-15

24. Insulator, deadend, polymer, 15 KV, ANSI DS-15 — $ 10.76 /Each
Acceptable: Maclean #DS-15M
Hubbell #401015-0215
Alumaform #DEI-15
Estimated Quantity - 560 Each
Maintain Stock - 180 Each

Packaging: 25
Brand: GAMMA
Make/Model: PSDS

30-170-10

25. Insulator, 13 KV, pin type, grey color. — $ 5.83 /Each
Acceptable: Preformed #IP-15C
Estimated Quantity - 900 Each
Maintain Stock - 180 Each

Packaging: 18
Brand: PLP
Make/Model: IP-15-C

30-200-10

26. Pole Key Expanding Anchor — $ 66.88 /Each
Acceptable: Joslyn #J-4817
Hubbell #P-4817
Estimated Quantity - 12 Each
Maintain Stock - 5 Each

Packaging: 1
Brand: ECP
Make/Model: UAE 4817

30-400-10

27. Plastic Groundwire Moulding, ½" X 8' — $ 1.46 /Each
Acceptable: Joslyn #PM128
Hubbell #96KG ½
Preformed #GWM-7100
Estimated Quantity - 750 Each
Maintain Stock - ~~100~~ 125 / BOX QTY Each

Packaging: 125
Brand: PLP
Make/Model: GWM-7100

30-450-10

28. 5/8" Oval Eye Nut — $ 1.99 /Each
Acceptable: Joslyn #J1092
Continental #EN-5
Hubbell #6502
Line Hardware #OEN58
AlumaForm #AF1092
Estimated Quantity - 300 Each
Maintain Stock – 50 Each

Packaging: 50
Brand: AF
Make/Model: AF1092

30-451-10

29. ½" Square Locknut, MF — $ 0.188 /Each
Acceptable: Joslyn #J-8582
Hubbell #3511
Line Hardware #SLN12
AlumaForm #AF8582
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: SLN12 LINE H
Make/Model: SLN12

30-451-20

30. Locknut, MF, 5/8" Square $0.212 /Each
Acceptable: Joslyn #J 8583
Hubbell #3512
Line Hardware #SLN58
AlumaForm #AF8583
Estimated Quantity - 5000 Each
Maintain Stock - 800 Each

Packaging: 100
Brand: LINE H
Make/Model: SLN58

30-451-30

31. Locknut, ¾" $0.41 /Each
Acceptable: Joslyn #J8584 SLN-34-100
Hubbell #3513
Estimated Quantity - 350 Each
Maintain Stock - 75 Each

Packaging: 100
Brand: LINE
Make/Model: SLN-34-100

30-455-10

32. Silicone Bronze Hex Nuts, ½" Diameter W/ 13 Threads $0.65 /Each
Acceptable: Blackburn #50010HN
Burndy #50C HEB BOX
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging: 50
Brand: BAM&L
Make/Model: 50010HN

30-502-10

33. Pin, Crossarm 5/8" shank $8.23 /Each
Acceptable: Hubbell #881-AP
Joslyn #J-204Z
AlumaForm #AF204
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 25
Brand: HUBBELL
Make/Model: 881AP

30-503-10

34. Pole Top Pin, lead thread 1", straight base — $ 20.20 /Each
Acceptable: Hubbell #2170 P
Joslyn #J-1368Z * HPS DISCONT.
Estimated Quantity - 360 Each LEAD
Maintain Stock - 90 Each

Packaging: 15
Brand: HPS
Make/Model: 2170P

30-540-10

35. ½" X 4" Lag Screw — $ 1.09 /Each
Acceptable: Joslyn #J-8754TP
Estimated Quantity - 700 Each
Maintain Stock - 250 Each

Packaging: 200
Brand: AF
Make/Model: AF 8754 TP

30-542-15

36. Screw, cap hex head – ½"x ¾" — $ 0.95 /Each
Acceptable: Fastenal #13205
Estimated Quantity - 350 Each
Maintain Stock - 150 Each

Packaging: 150
Brand: FASTENAL
Make/Model: 13205

30-543-10

37. Screw, drive hook 7/16" x 5 ½" — $ 1.72 /Each
Acceptable: Joslyn #J3316P
FWC #FW 3316P
Hubbell #C2050190
Estimated Quantity – 500 Each
Maintain Stock - 250 Each

Packaging: 150
Brand: AF
Make/Model: AF 3316

30-544-10

38. Screw Eye Bolt, Hookeye Type — $ 2.68 /Each
Acceptable: Hubbell #8777
Estimated Quantity – 240 Each
Maintain Stock – 50 Each

Packaging: 150
Brand: HPS
Make/Model: 8777

30-551-10

39. Staples for Plastic Ground Wire Moulding, Electro-Galv. $ 0.35 /Each
Acceptable: Joslyn #J-7487
Hubbell #C205-0209
Estimated Quantity - 6400 Each
Maintain Stock - 1050 Each

Packaging: 1000
Brand: HPS
Make/Model: C205-0209

30-552-10

40. Groundwire Staples, 2" X 1/4", Cut Point Copperweld $ _____ /Each
Acceptable: Joslyn #J-6653 * SOLD PER LB *
Estimated Quantity - 8400 Each $ 34.16 /LBS.
Maintain Stock - 2100 Each

Packaging: 50 LB BOX
Brand: MACLEAN / JOSLYN
Make/Model: J6653

30-560-05

41. Washer, square-curved, 11/16" $ 1.96 /Each
Acceptable: Hubbell #6823- ½
Joslyn #J-113
AlumaForm #AF113
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: 50
Brand: AF
Make/Model: AF113

30-560-15

42. Washer, square-curved, 11/16" $ 1.59 /Each
Acceptable: Hubbell #682212
Joslyn #J-6823
Chance #6822 1/2
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: AF
Make/Model: AF6823

30-560-40

43. Washer, round, flat ½" durium — $ 2.16 /Each
Acceptable: Blackburn 50040FW
Burndy 50 FW BOX
Estimated Quantity - 1500 Each
Maintain Stock - 450 Each

Packaging: 50
Brand: BURNDY
Make/Model: 50 FW BOX

30-561-10

44. Washer, square, 2" x 2" x 1/8", 9/16" hole diameter — $ 0.52 /Each
Acceptable: Joslyn #J-1073
Hubbell #6811
AlumaForm #AF1073
Estimated Quantity - 900 Each
Maintain Stock - 225 Each

Packaging: 250
Brand: AF
Make/Model: AF1073

30-561-15

45. Washer, square, 2" x 2" x 1/8", 11/16" hole diameter — $ 0.47 /Each
Acceptable: Joslyn #J-1074
Hubbell #6812
Estimated Quantity - 900 Each
Maintain Stock - 300 Each

Packaging: 250
Brand: AF
Make/Model: AF1074

30-562-10

46. ½" Splitlock Washer — $ 0.20 /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: AF138
Make/Model: AF138

30-562-20

47. Washer, Splitlock ½" durium bronze plated — $ 2.44 /Each
Acceptable: Blackburn 50030SW
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging: 50
Brand: BURNDY
Make/Model: 50030SW

GROUP 2 - CONNECTORS

Lead time required for Group 2 items: 4-6 WEEKS

ITEMS — UNIT PRICE

31-050-05

48. Hotline Clamp — $ 12.95 /Each
Acceptable: Anderson #BC 2/0
MacLean #C1520
Estimated Quantity - 700 Each
Maintain Stock - 180 Each

Packaging: 25
Brand: AF
Make/Model: AFBC 20

31-050-30

49. Hot Line Clamp — $ 27.86 /Each
Acceptable: Hubbell #S1540AGP
Anderson #AH7GP
MacLean #MPS-C1540AP
Estimated Quantity - 72 Each
Maintain Stock - 25 Each

Packaging: 25
Brand: AF
Make/Model: AF1540A6P

31-060-10

50. Deadend Clamp — $ 13.35 /Each
Acceptable: Maclean #ASO-398-1-N
Hubbell #ASOD3981N
AlumaForm #DES A50398-1
Estimated Quantity - 360 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: AF
Make/Model: DES-ASO-3981N

31-060-30

51. Dead-End Clamp — $ 19.91 /Each
Acceptable: Maclean #ASO-858-2-N
Hubbell #ASOD8582N
AlumaForm #DES A50858-2
Estimated Quantity - 240 Each
Maintain Stock - 50 Each

Packaging: 15
Brand: AF
Make/Model: DES ASO 8581N

31-064-10

52. Connector, bolted 2/0 - 6 to 2/0 to 6 $ 3.34 /Each
Acceptable: Blackburn PAE 2121-9
Hubbell #LC52AXB
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: 25
Brand: HPS
Make/Model: LC52AXB

31-064-20

53. Connector, bolted 4/0 - 6 to 4/0 - 6 $ 6.06 /Each
Acceptable: Blackburn PAE-4141-9
Estimated Quantity - 3600 Each
Maintain Stock - 900 Each

Packaging: 100
Brand: BLACKBURN
Make/Model: PAE-4141-9

31-064-30

54. Connector, bolted 397.5 - 6 to 2/0 - 6 $ 7.31 /Each
Acceptable: Blackburn PAE-3921-9
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 100
Brand: BLACKBURN
Make/Model: PAE 3921-9

31-070-02

55. Hot line Stirrup, Aluminum or Copper, #6 to 500 $ 45.47 /Each
Acceptable: Hastings #9265AC-AGP
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 25
Brand: HASTINGS
Make/Model: 9265AC-AGP

31-070-05

56. Connector, compression, Alum. #6 STR. to #12 (Street Ltg). $ 0.38 /Each
Acceptable: Blackburn #WR9
Estimated Quantity - 480 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: BLACKBURN
Make/Model: WR9

31-075-10

57. Compression Connector, Copper $ 1.07 /Each
Acceptable: Blackburn #CF44-1
Burndy #YC4C6
Thomas & Betts #54730
Homac #301-82
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 100
Brand: BURNDY
Make/Model: YC4C6

31-080-40

58. Connector, Fired-on 477 $ 33.99 /Each
Acceptable: AMPACT 1-602031-3
Estimated Quantity - 240 Each
Maintain Stock - 50 Each

Packaging: MOQ=20 5/BX
Brand: TE / AMPACT
Make/Model: 1-602031-3

31-080-65

59. Connector, Fired-on 556.5 $ 33.99 /Each
Acceptable: AMPACT 1-602031-2
Estimated Quantity - 48 Each
Maintain Stock - 10 Each

Packaging: MOQ=20 5/bx
Brand: TE / AMPACT
Make/Model: 1-602031-2

31-081-05

60. Cartridges for fired-on connector - color: Yellow $ 3.12 /Each
Acceptable: AMPACT #69338-4
Estimated Quantity - 420 Each
Maintain Stock - 100

Packaging: 25
Brand: TE / AMPACT
Make/Model: 69338-4

31-090-85

61. 5/8" Ground Rod Clamp $ 2.27 /Each
Acceptable: Burndy #GRC58
Hubbell #GC5G5
Estimated Quantity – 360 Each
Maintain Stock – 90 Each
Packaging: 100
Brand: BURNDY
Make/Model: GRC-58

31-095-02

62. Squirrel Guard Cover-up Riser Arrestor — $ 6.96 /Each
Acceptable: TE Connectivitiy PN# BCAC-P-IC-5D/6
Estimated Quantity – 200 Each
Maintain Stock – 24 Each
Packaging: 24 MOQ 6/ctn
Brand: TE Conn
Make/Model: BCAC-P-IC-5D/6

31-100-05

63. Grip, Deadend, pre-formed #6 ACSR — $ 0.78 /Each
Acceptable: Preformed #SG4500
Hubbell #SGFW4500
Helical #HSG-510
Estimated Quantity - 480 Each
Maintain Stock - 300 Each

Packaging: 300
Brand: PLP
Make/Model: SG4500

31-100-10

64. Grip, Deadend, pre-formed #4 ACSR — $ 0.80 /Each
Acceptable: Preformed #SG4502
Helical #HSG-514
Hubbell #SGFW4502
Estimated Quantity - 720 Each
Maintain Stock - 300 Each

Packaging: 300
Brand: PLP
Make/Model: SG4502

31-100-15

65. Grip, Deadend, pre-formed #2 ACSR — $ 0.97 /Each
Acceptable: Preformed #SG4504
Helical #HSG-518
Hubbell #SGFW4504
Estimated Quantity - 700 Each
Maintain Stock - 200 Each

Packaging: 200
Brand: PLP
Make/Model: SG 4504

31-100-20

66. Grip, Deadend, pre-formed 1/0 ACSR-Service $ 1.65 /Each
Acceptable: Preformed #SG4506
Helical #HSG-522
Hubbell #SGFW4506
Estimated Quantity - 360 Each
Maintain Stock - 200 Each

Packaging: 100
Brand: PLP
Make/Model: SG 4506

31-100-30

67. Grip, Deadend, pre-formed 3/0 ACSR-Service $ 2.30 /Each
Acceptable: Preformed #SG4508
Hubbell #SGFW4508
Helical #HSG-526
Estimated Quantity - 100 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: PLP
Make/Model: SG 4508

31-100-45

68. Grip, Deadend, pre-formed 4/0 ACSR-Service $ 2.32 /Each
Acceptable: Preformed #SG4509
Helical #HSG-528
Hubbell #SGFW4509
Estimated Quantity - 120 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: PLP
Make/Model: SG-4509

31-190-02

69. Triplex Neutral Splice, Semi-Tension $ 1.55 /Each
Acceptable: Blackburn # TR 64
Burndy #YSS2R
Hubbell #VANS11
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 150/ctn
Brand: Blackburn
Make/Model: TR-64

31-190-04

70. Triplex Neutral Splice, Semi-tension $ 1.67 /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: 150 / ctn
Brand: BLACKBURN
Make/Model: TR-63

31-190-06

71. Semi-tension Splice - Triplex Neutral #6 $ 1.71 /Each
Acceptable: Blackburn TR-61
Burndy #YSS6RG2
Hubbell #VAN566
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 150 / ctn
Brand: Blackburn
Make/Model: TR-61

31-200-10

72. Pre-Insulated Service Entrance Sleeve $ 0.77 /Each
Acceptable: Penn Union #PIK44
Blackburn #ICS-64
Burndy #ES4W4W
Estimated Quantity - 240 Each
Maintain Stock - ~~60~~ Each 100

Packaging: 100
Brand: BURNDY
Make/Model: ES4W4W

31-200-15

73. Pre-Insulated Service Entrance Sleeve $ 0.77 /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 $ 0.77 /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 $ 0.77 /Each
Acceptable: Blackburn #ICS-68
Penn Union #PIK22
Burndy #ES2W2W
Estimated Quantity – 8
00 Each
Maintain Stock - ~~15~~ Each 100

Packaging: 100
Brand: BURNDY
Make/Model: ES2W2W

31-200-35

76. Pre-Insulated Service Entrance Sleeve $ 0.77 /Each
Acceptable: Blackburn #ICS 72-1
Penn Union #PIK-12
Burndy #ES2R2W
Estimated Quantity - 600 Each
Maintain Stock - ~~150~~ Each
100
Packaging: 100
Brand: BURNDY
Make/Model: ES2R2W

31-200-40

77. Pre-Insulated Service Entrance Sleeve $ 0.77 /Each
Acceptable: Blackburn #ICS-76
Burndy #ES25R2W
Estimated Quantity - 120 Each
Maintain Stock - 24 Each

Packaging: 100
Brand: BURNDY
Make/Model: ES252W

31-200-45

78. Pre-Insulated Service Entrance Sleeve $ 0.77 /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 $ 0.77 /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 $ 0.77 /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 $ 0.77 /Each
Color code- "Pink"
Acceptable: Penn Union #PIK-4040
Blackburn #IKL-69
Estimated Quality - 100 Each
Maintain Stock - 24 Each

Packaging: 20
Brand: PENN UNION
Make/Model: PIK-4040

31-255-05

82. Automatic Full Tension Splice — $ 8.36 /Each
Acceptable: Maclean #21
Fargo #GL-114
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: HPS / FARGO
Make/Model: GL-114

31-255-10

83. Automatic Full Tension Splice — $ 7.75 /Each
Acceptable: Maclean #61
Fargo #GL-111
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: HPS / FARGO
Make/Model: GL-111

31-255-20

84. Automatic Full Tension Splice — $ 15.31 /Each
Acceptable: Maclean #27
Fargo #GL-115
Hubbell #GL4042A } Not equals
AlumaForm #ASC42
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 100
Brand: HPS / FARGO
Make/Model: GL-115

31-259-20

85. Automatic Full Tension Splice — $ 9.86 /Each
Acceptable: Blackburn Autoset - ATS42
MacLean #7652AP
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 25
Brand: HPS / FARGO
Make/Model: GL-4042A

31-355-15

86. Terminal Plug $ 4.35 /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. $ 5.02 /Each
Acceptable: Preformed #UTC 1111
Hubbell #LDIC4011AS
Helical #HDIC 036
Estimated Quantity - 130 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: HPS
Make/Model: LDIC4011AS

31-400-30

88. Tie, Distribution, Pre-formed, 556.5 Alum. $ 4.76 /Each
Acceptable: Preformed #UTC 1112
Hubbell #LDIC4012AS
Estimated Quantity - 150 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: HPS
Make/Model: LDIC4012AS

31-425-06

89. Tie Wire,#6 Alum. $ 4.45 /LB /Each
Estimated Quantity - 200 LB
Maintain Stock - 50 LB

Packaging: 25 LB SPOOL
Brand: ALAN WIRE
Make/Model: #6 SOL AL 25#SP

31-999-10

90. Connector, Grounding Arrestor 2 STR - 12 STR $ 11.48 /Each
Acceptable: Hubbell #GC-207LA
Estimated Quantity -135 Each
Maintain Stock - 45 Each

Packaging: 25
Brand: HPS
Make/Model: GC-207LA

91. 31-999-30
Insulation piercing metering connector $ 15.98 /Each
Acceptable: Utilco #UPC-500-12
Estimated Quantity -72 Each
Maintain Stock - 18 Each

Packaging: 4 /ctn
Brand: UTILCO
Make/Model: UPC-500-12

92. 32-010-10
Power Installed Screw Anchors, 11 5/16" Diameter Helix with 3/4" X 7' Rod and Twineye Nut $ 167.93 /Each
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: 5
Brand: HPS
Make/Model: 32-010-10 KIT

93. 32-020-08
Eight-Way Anchor, 8" Hole Size, 5/8" Rod Size $ 30.75 /Each
Acceptable: Joslyn #J-8135
Hubbell #88135
Estimated Quantity - 24 Each
Maintain Stock - 6 Each

Packaging: 6
Brand: HPS
Make/Model: 88135

94. 32-055-50
Anchor Shackles, ½" with 5/8" pin (22,000 lbs) $ 8.27 /Each
Acceptable: Reliable #ASH-45
Hubbell #5801
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: AF
Make/Model: AF2742

32-060-10

95. Grip, Deadend, pre-formed EHS 5/16" Guy $ 4.32 /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: PLP
Make/Model: GDE-2106

32-060-20

96. Grip, Deadend, pre-formed EHS 3/8" Guy $ 4.54 /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: PLP
Make/Model: GDE-2107

32-060-30

97. Grip, Deadend, pre-formed EHS 7/16" Guy $ 6.57 /Each
Acceptable: Preformed #GDE-2108
Dulmison #SGG-1105-C
Helical #HG-311 7/16
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 25
Brand: PLP
Make/Model: GDE-2108

32-070-20

98. Guy Hook $ 21.44 /Each
Acceptable: MacLean #UGA-66-4
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging: 15
Brand: MACLEAN
Make/Model: UGA-66-4

32-080-10

99. Guard, Guy Wire, 8' Plastic Yellow $ 6.90 /Each
Acceptable: Preformed Line Products #PG-5518
Estimated Quantity - 200 Each
Maintain Stock - 60 Each

Packaging: 25
Brand: PLP
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.

$ 0.55 /FT.

$_____/LBS.

Packaging: 250 FT/CL
Brand: NATIONAL
Make/Model: 5/16" - EHS-250 CLB

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.

$ 0.64 /FT.

$_____/LBS.

Packaging: 250 FT/CL
Brand: NATIONAL
Make/Model: 5/16" - EHS-250 CLB

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.

$ 0.94 /FT.

$_____/LBS.

Packaging: 250
Brand: NATIONAL
Make/Model: 7/16" - EHS-250 CLB

GROUP 3 - ARRESTER

Lead time required for Group 3 items: 4 - 6 WEEKS

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: ALUMAFORM Make/Model: ARP10B1GBX14X	$ 58.39 /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: ALUMAFORM Make/Model: AHD-10B-16B-4X1-4X	$ 57.69 /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: ALUMAFORM Make/Model: AHD-10B-16B-1X1-1D	$ 55.67 /Each

GROUP 4 - CUTOUTS AND FUSES

Lead time required for Group 4 items: 4- 10 WEEKS

ITEMS	UNIT PRICE

33-013-10
106. Cutout, 100 AMP, polymer, 7.2/14.4 KV, open type XS, $ 88.13 /Each
Acceptable: Hubbell #CP710112 PX
AlumaForm #CSG15100A110CX10KA
Estimated Quantity - 550 Each
Maintain Stock - 108 Each

Packaging: 1
Brand: ALUMAFORM
Make/Model: CSG-100A-110-CX-10KA

33-027-15
107. Fuse, time delay, 500 volt or less, 20 amp $ 24.31 /Each
Acceptable: Bussman #FNQ-20
Littlefuse #FLQ-20
Edison #MEQ-20
Gould #TRM-20
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 10/CTN
Brand: EATON / EDISON FUSE
Make/Model: MEQ-20

33-028-30
108. Fuse holder, 500 volt, 30 amp., water tight $54.85 /Each
Acceptable: Homac #DYU-M
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10 / CTN
Brand: ABB / HOMAC
Make/Model: DYU-M

33-030-05
109. Fuse Link, 5 AMP $ 7.67 /Each
Acceptable: S&C #64005R2
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 5
Brand: S AND C
Make/Model: 64005R2

33-030-07

110. Fuse Link, 7 AMP $ 10.75 /Each
Acceptable: S&C #64007
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 5
Brand: S AND C
Make/Model: 64007R1

33-030-10

111. Fuse Link, 10 AMP $ 8.05 /Each
Acceptable: S&C #64010
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging: 5
Brand: S AND C
Make/Model: 64010R1

33-030-20

112. Fuse Link, 20 AMP $ 8.05 /Each
Acceptable: S&C #64020
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: S AND C
Make/Model: 64020R1

33-030-30

113. Fuse Link, 30 AMP $ 8.35 /Each
Acceptable: S&C #64030
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: S AND C
Make/Model: 64030R1

33-030-50

114. Fuse Link, 50 AMP $ 12.75 /Each
Acceptable: S&C 64050
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: S AND C
Make/Model: 64050R1

33-030-65

115. Fuse Link, 65 AMP — $ 12.75 /Each
Acceptable: S&C #64065
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: S AND C
Make/Model: 64065R1

33-030-80

116. Fuse Link, 80 AMP — $ 14.67 /Each
Acceptable: S&C #64080
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: S AND C
Make/Model: 64080R1

33-031-00

117. Fuse Link, 100 AMP — $ 14.67 /Each
Acceptable: S&C #64100
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging: 5
Brand: S AND C
Make/Model: 64100R1

33-200-10

118. Line Tension Disconnect Switch — $ 418.00 /Each
Acceptable: Hubbell #ALTDO6200R
Estimated Quantity - 18 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: HPS
Make/Model: ALTDO6200R

33-220-02

119. Switch, Single Pole, 14.4Kv, 110KV BIL, 600 Amp — $ 344.26 /Each
Inverted and/or Vertical Mounting
Acceptable: Chance #M3D-628C or #M3D-66BC
Estimated Quantity - 36 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: HPS
Make/Model: M3D-66BC

40-036-00

120. Mechanical connector, insulated. Above ground kit for street lights. #14 – 1/O — $ 11.04 /Each

Acceptable: Utilco #SLC3-03X
Estimated Quantity - 180 Each
Maintain Stock - 50 Each 48 /ctn

Packaging: 48
Brand: UTILCO
Make/Model: SLC3-03X

40-036-04

121. Bus kit, type UB insulated — $ 16.25 /Each

Acceptable: Blackburn #USB43
Homac #RAB-4C
Utilco #PED4-350SSP
ESP #BRD-44-TS
Estimated Quantity – 680 Each
Maintain Stock - 200 Each 204

Packaging: 12 /ctn
Brand: UTILCO
Make/Model: PED4-350SSP

40-036-06

122. Bus kit, type UB insulated — $ 22.67 /Each

Acceptable: Blackburn #USB63
Homac #RAB-6C
Utilco #PED6-350SSP
Estimated Quantity – 130 Each
Maintain Stock - 50 Each 48

Packaging: 12/ctn
Brand: UTILCO
Make/Model: PED6-350SSP

40-055-05

123. Connector, for pad mount transformer. — $ 23.69 /Each

Acceptable: Blackburn #TSB6359D58C
Utilco #PTF6-350CJNUSLP
Homac #LRT-6350-SLC
Estimated Quantity - 130 Each
Maintain Stock - 30 Each
Packaging: 6
Brand: UTILCO
Make/Model: PTF6-350CJNUSLP

40-075-05

124. Elbow, loadbreak, 15 KV, #2 stranded. $45.75 /Each
Acceptable: Cooper 2640599B34MA
Elastimold 165LR-B-5220
Hubbell #215LE43
Estimated Quantity - 220 Each
Maintain Stock - 60 Each

Packaging: 20
Brand: HPS
Make/Model: 215LE43

40-075-30

125. Loadbreak elbow housing and ARC follower. $48.15 /Each
Acceptable: Cooper #2604599B38MA
Elastimold #165LRC5270
Hubbell #215LE58
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging: 20
Brand: HPS
Make/Model: 215LE58

40-160-10

126. Cable Preparation Kit in Plastic Bag $13.56 /Each
Acceptable: American Polywater #HP-3P158IDS
Rainbow #42151
Estimated Quantity - 200 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: AM POLYWATER
Make/Model: HP-3P158IDS

40-320-10

127. Silicone lubricant in 5 oz. plastic tube only. $12.54 /Each
Acceptable: Blackburn #SL5
Elastimold #5SL
Hubbell #SL150
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: ABB/ELASTIMOLD
Make/Model: SL-5

40-410-30

128. Quick Primary Terminator #4 - 4/0 $ 68.04 /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 $ 170.96 /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; $ .035 /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: 1
Brand: FRICK
Make/Model: 86104R5469

40-600-20

131. Tape, Vinyl, 3/4" X 66'. $ 5.97 /Each
Acceptable: 3M #S33+
Estimated Quantity - 2400 Each
Maintain Stock - 600 Each

Packaging: 10/ctn 100/CASE
Brand: 3M
Make/Model: 33+-3/4X76FT-1

GROUP 5 - PVC CONDUIT AND COUPLINGS

Lead time required for Group 5 items: 2-20 wks

ITEMS — UNIT PRICE

41-004-01
132. Conduit Support Riser, Standoff Bracket — $ 17.64 /Each
Acceptable: Hughes #A2169.33A
Estimated Quantity - 600 Each
Maintain Stock - 200 Each

Packaging: 1
Brand: HUGHES B
Make/Model: A2169.33A

41-007-10
133. Solvent Cement for PVC Conduit, Pint Size with Brush Top, only. — $ 11.04 /Each
Acceptable: Carlon #VC9983
Estimated Quantity - 320 Each
Maintain Stock - 48 Each

Packaging: 24 / CASE
Brand: ABB / CARLON
Make/Model: VC 9983

41-008-20
134. Conduit Rigid Galvanized Steel, 2" X 10' Length. Both ends threaded w/coupling screwed on one end. — $ 12.24 /FT.
Estimated Quantity - 240 ft.
Maintain Stock - 60 ft.

Packaging: 10
Brand: WHEATLAND
Make/Model: 2" X 10 FT GRS CONDUIT

41-017-20
135. Conduit, Polyethylene Duct, 2" Per Specification #41-017-00 — $ 0.65 /FT.
On 3,000 ft. reels only.
Acceptable: Petroflex #P200SCH40
PNA #P200SCH40
Carlon #A13C4D1A3KA3000
Estimated Quantity - 20,000 ft.
Maintain Stock - 6,000 ft.

Packaging: 3000 FT / RL
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
Carlon #A15C4D1A3
Estimated Quantity - 3000 ft.
Maintain Stock - 1500 ft.

Packaging: 1500 FT /RL
Brand: PETRO FLEX
Make/Model: P300 SCH40

41-018-20

137. PVC conduit, 2", schedule 40, 10' lengths w/coupling attached. $ 0.90 /FT.
Acceptable: Prime #49011
Cantex #A52CA12
Estimated Quantity – 20,000 ft.
Maintain Stock – 10,500 ft.

Packaging: 10 FT STICK 1400 FT /LIFT
Brand: PRIME
Make/Model: 49011-010

41-018-25

138. Conduit, 2" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 2.07 /FT.
Acceptable: Prime #11811-250
Estimated Quantity – 2,400 ft.
Maintain Stock – 500 ft.

Packaging: 250
Brand: ABB / CARLON
Make/Model: 11811-250

41-018-30

139. PVC Conduit, 3", schedule 40, 10' lengths with coupling attached. $ 1.74 /FT.
Acceptable: Prime #49013
Cantex #A52DA12
Estimated Quantity – 5,000 ft.
Maintain Stock – 750 ft.

Packaging: 10 FT STICK 880 FT /LIFT
Brand: PRIME
Make/Model: 49013-010

41-018-35

140. Conduit, 3" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 3.72 /FT.
Acceptable: Prime #11813-250
Estimated Quantity – 1,000 ft.
Maintain Stock – 250 ft.

Packaging: 250
Brand: ABB / CARLON
Make/Model: 11813-250

41-018-40

141. PVC Conduit, 4", type schedule 40, 10' lengths w/coupling attached. $ 2.26 /FT.
Acceptable: Prime #49015
Cantex #A52EA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 10FT STICK / 570 FT/LIFT
Brand: PRIME
Make/Model: 49015-010

41-018-60

142. PVC Conduit, 6", type schedule 40, 10' lengths w/coupling attached. $ 4.38 /FT.
Acceptable: Prime #49017-010
Cantex #A52GA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 10 FT STICK 260 FT/LIFT
Brand: PRIME
Make/Model: 49017-010

41-019-20

143. PVC Conduit, 2", type schedule ~~40~~ 80, 10' lengths w/coupling attached. $ 1.36 /FT.
Acceptable: Prime #49011
Cantex #A53CA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 10 FT STICK 1400 FT / LIFT
Brand: PRIME
Make/Model: 49411-010

41-020-20

144. PVC Coupling, 2", Long Line schedule 40 $ 1.54 /EA.
Acceptable: Carlon #E-941-J
Estimated Quantity – 420 Ea.
Maintain Stock - 100 Ea.

Packaging: 25/CTN
Brand: ABB / CARLON
Make/Model: E941J

41-020-30

145. PVC Coupling, 3", Long Line schedule 40. $ 6.09 /Each
Acceptable: Prime #E-941-L
Estimated Quantity - 100 Each
Maintain Stock - 25 Each

Packaging: 15/CTN
Brand: ABB/CARLON
Make/Model: E941L

41-020-40

146. PVC Coupling, 4", Long Line schedule 40. $ 8.30 /Each
Acceptable: Prime #E-941-N
Estimated Quantity - 75 Each
Maintain Stock - 15 Each

Packaging: 10/CTN
Brand: ABB/CARLON/PRIME
Make/Model: E941N

41-043-20

147. PVC elbow, 2", 90 degree, 24" radius, schedule 40. $ 10.98 /Each
Acceptable: Carlon #UA9DJ
Estimated Quantity – 120 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: PRIME
Make/Model: UA9DJ

41-065-20

148. Cable Pulling Lubricant, One Quart Front End Packs $ 7.95 /Each
Acceptable: American Polywater #J-27
Rainbow #8285
Estimated Quantity - 100 Each
Maintain Stock - 12 Each

Packaging: 12/CASE
Brand: AMERICAN POLYWATER
Make/Model: J27

41-097-10

149. Conduit Slip Sleeve for Meter Socket Risers, 2" $ 42.24 /Each
Acceptable: Carlon #E954JXX
Estimated Quantity – 150 Each
Maintain Stock – 20 Each

Packaging: 20/CTN
Brand: ABB/CARLON
Make/Model: E954JXX

41-300-21

150. Weatherhead, 2", clamp type $ 17.55 /Each
Acceptable: Thomas & Betts #DEH-2
Bridgeport #1256
Appleton #ECO-105
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5/CTN
Brand: EGS/APPLETON
Make/Model: ECO105

GROUP 6 - UNDERGROUND MATERIAL

Lead time required for Group 6 items: 4 - 20 WEEKS

	ITEMS	UNIT PRICE
	42-080-10	
151.	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	$ 92.75 /Each
	Packaging: 1 Brand: EATON / COOPER Make/Model: 3238018C10M	
	42-080-15	
152.	Arrester, metal oxide parking stand surge Acceptable: Cooper #3237686C10M Elastimold #167PSA101BX Estimated Quantity - 24 Each Maintain Stock - 6 Each	$ 222.00 /Each
	Packaging: 1 Brand: EATON / COOPER Make/Model: 3237686C10M	
	42-100-05	
153.	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) Nordic #M6 (Mounting Base) Estimated Quantity - 10 Each Maintain Stock - 2 Each 3/PLT	$ 1212.00 /Each
	Packaging: 2/PALLET ONLY Brand: NORDIC Make/Model: NEW PART # ND- 2202248-MG-125-4152-B1A	
	42-130-03	
154.	Doghouse- Fiberglass Sectionalizing Cabinet, 200 Amp, 3 phase, 4 point, above ground. Acceptable: Nordic PN# ND-552454-MB-PA58-4152 Estimated Quantity – 10 Each Maintain Stock – 2 Each	$ 2608.00 /Each
	Packaging: 2/PALLET ONLY Brand: NORDIC Make/Model: NEW PART # ND-552454-MB-PA58-4152-W3A	

42-200-05

155. Secondary Pedestal Lock — $ 0.97 /Each
Acceptable: Utilco #PEL-1B
Estimated Quantity – 2,000 Each
Maintain Stock – 600 Each

Packaging: 100 / CTN
Brand: UTILCO
Make/Model: PEL-1B

42-220-10

156. Composite Single Phase Transformer Pad Basement — $ 456.00 /Each
Acceptable: Electri-Glass #BP2000M-15-MTO-1
Estimated Quantity – 24 Each
Maintain Stock – 6 Each

Packaging: 12 / PALLET
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, Unistrut Type Mount, Polyethyiene for 25 KVA - 75 KVA — $ 278.00 /Each
Acceptable: Pencell #TP-4227
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 10 / PALLET
Brand: HPS / PENCELL
Make/Model: TP-4227

42-225-15

158. Nordic Fiberglass Box Pad for 3 phase fusing cabinet. , — 2315.00 /Each
Acceptable: Nordic #GS-69-47-24RT-MG-56X12
Estimated Quantity - 8 Each
Maintain Stock - 2 Each 4

Packaging: 4 / PALLET ONLY
Brand: NORDIC
Make/Model: GS-69-47 24RT-MG-56X12

42-225-18

159. Nordic Enclosure 200A 15kV 1P LD Brk Junction enclosed — $ 1293.00 /Each
Acceptable: Nordic #ND-321840-MG-4152-B1
Estimated Quantity - 12 Each
Maintain Stock - 2 Each 3 / PLT

Packaging: 3 PALLET ONLY
Brand: NORDIC
Make/Model: ND-321840-MG-4152-B1A

42-250-05

160. Grade level pedestal for street lighting. $ 43.00 /Each
Acceptable: Pencell #PE-9HDX005P3
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 1
Brand: HPS / PENCELL
Make/Model: PE9 AHDX005P3

42-250-10

161. Above grade pedestal with 1 ½" hole located below grade for temp. service outlet. Munsell Green. $ 192.66 /Each
Acceptable: Pencell #AG-14HDNLTS05P3
Estimated Quantity - 96 Each
Maintain Stock - 12 Each

Packaging: 12 / PALLET
Brand: HPS / PENCELL
Make/Model: AG 14 HDNLT$05P3

42-250-40

162. Composite Pedestal, AASHTO M306, Tier-22 Grade Traffic Load Bearing, below grade, "Electric" on anit-slip cover. $ 313.00 /Each
Acceptable: Channell Fiberx PN# BULKU1324150062002
Estimated Quantity - 18 Each
Maintain Stock - 6 Each

Packaging: 6 / PALLET
Brand: CHANNELL
Make/Model: BULK U1324 1800 62002

42-260-10

163. Bushing Plug Insert for 163LR-164LR Elbow $ 33.02 /Each
Acceptable: Elastimold #1601A4
Hubbell #215BI
Estimated Quantity - 170 Each
Maintain Stock - 25 Each

Packaging: 30 / CTN
Brand: EATON / COOPER
Make/Model: LBI-215

* OFFERING EATON / COOPER EQUAL

42-260-20

164. Plug, Stand Off $ 68.52 /Each
Acceptable: Elastimold #161SOP
Hubbell #215SB
Estimated Quantity - 72 Each
Maintain Stock - 18 Each

Packaging: 1
Brand: HPS / HUBBELL
Make/Model: 215SB

42-270-10

165. Deadend Receptacle
Acceptable: Elastimold #160 DRG
Estimated Quantity – 120 Each
Maintain Stock – 25 Each

$ 26.22 /Each

Packaging: 1
Brand: 215 ICI
Make/Model: EATON / COOPER

* OFFERING EATON COOPER EQUAL

GROUP 7 - METERS

Lead time required for Group 7 items: 6-8 WEEKS

ITEMS — UNIT PRICE

50-502-01

166. Electronic meter, WH, 1 phase, 3 wire, 240 volt, class 200, 4 terminal 2S, socket type — $ 135.00 /Each
Acceptable: Landis & Gyr Focus #EA110000-0E10-FW2.21
Itron #N26-0500
Estimated Quantity – 300 Each
Maintain Stock – 75 Each

Packaging: 4/CTN
Brand: LANDIS + GYR / VISION
Make/Model: FOCUS AXE FORM 2S-SD

50-502-03

167. Electronic meter WHD, single phase, 3 wire, 240 volt, class 200, 4 terminal, 2S, socket type. — $ 95.00 /Each
Acceptable: Landis & Gyr #EE110000-0E10
Itron #N26-0501
Estimated Quantity – 24 Each
Maintain Stock – 8 Each

Packaging: 4/CTN
Brand: LANDIS + GYR / VISION
Make/Model: FOCUS AXE FORM 2S NON-SD

50-502-04

168. Electronic meter WHD, single phase, 3 wire, 240 volt, class 320, 4 terminal, 2SE, socket type, self contained. — $ 225.00 /Each
Acceptable: Landis & Gyr #EE14000-0E10
Itron #N26-0502
Estimated Quantity – 8 Each
Maintain Stock – 2 Each

Packaging: 4/CTN
Brand: LANDIS + GYR / VISION
Make/Model: FOCUS AXE FORM 2SE-SD

169. 50-502-07
Electronic meter, single phase, 3 wire, 240 volt, class 320, 4 terminal socket type. — $ 108.00 /Each
Acceptable: Landis & Gyr #EA140000-OE10-FW2.21 Focus
Itron #N26-0503
Estimated Quantity – 12 Each
Maintain Stock – 4 Each

Packaging: 4/CTN
Brand: LANDIS + GYR / VISION
Make/Model: FOCUS AXE FORM 2SE NON-SD

50-504-01

170. Electronic meter WHD, single phase, 240 volt, class 20, 6 terminal, $ 108.00 /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

Packaging: 4/CTN
Brand: LANDIS + GYR/VISION
Make/Model: FOCUS AXE FORM 4S

50-509-01

171. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 20, $ 360.00 /Each
13 terminal, 3 strator, transformer rated per spec. #MD00901E
Acceptable: Landis & Gyr #4E00000A-0000
Itron #N26-0505

Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging: 4/CTN
Brand: LANDIS + GYR/VISION
Make/Model: RXRS4X FORM 8/9S

50-512-01

172. Electronic meter, 3 phase, 3 wire network, 120 volt, class 200, $ 360.00 /Each
5 terminal, 25S, socket type, self contained.
Acceptable: Landis & GYR #EA0A0000-0E10
Itron #N26-0506
GE #KV2C PER IPL SPEC
Estimated Quantity – 15 Each
Maintain Stock – 4 Each

Packaging: 4/CTN
Brand: LANDIS + GYR/VISION
Make/Model: RXRS4X FORM 12S

50-516-01

173. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 200, $ 360.00 /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

Packaging: 4/CTN
Brand: LANDIS + GYR/VISION
Make/Model: RXRS4X FORM 14/15/16S

GROUP 8 - METER SOCKETS AND HUBS

Lead time required for Group 8 items: 7-9 WEEKS

	ITEMS	UNIT PRICE
	51-100-01	
174.	Meter Socket 100 AMP, 4 terminal, ringless Acceptable: Milbank #U7487 RLTG Estimated Quantity - 19 Each Maintain Stock - 6 Each Packaging: 1 EA Brand: MILBANK Make/Model: U7487RLTG	$ 58.77 /Each
	51-100-02	
175.	Meter Socket 2 position 4 terminal, 100 AMP, ringless, factory bussed. Acceptable: Milbank #U8212 RL Estimated Quantity - 18 Each Maintain Stock – 6 Each Packaging: 1 EA Brand: MILBANK Make/Model: U8212-RL	$ 263.65 /Each
	51-100-05	
176.	Meter Socket 13 terminal, transformer rated, 100 AMP, ringless w/ space for test switch. Acceptable: Milbank #UC7445 RL ← MILBANK Estimated Quantity - 18 Each Maintain Stock - 6 Each CANNOT QUOTE Packaging: Brand: Make/Model:	$ NO QUOTE /Each
	51-200-01	
177.	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: 4/CTN Brand: MILBANK Make/Model: S3050RL-TG	$ 67.00 /Each

51-200-03

178. Meter socket 7 terminal, 200 AMP continuous duty, ringless for overhead and underground service. $ NO QUOTE /Each
Acceptable: Milbank #U9701 RRL PART # NO LONGER VALD / DISCONTINUED
Estimated Quantity - 16 Each
Maintain Stock - 4 Each

Packaging:_____
Brand:_____
Make/Model:_____

51-320-01

179. Meter socket 320 AMP, 4 terminal, with lever bypass. $ NO Quote /Each
Acceptable: Milbank #U1129-X ← PART # NO LONGER VALID / DISCONTINUED
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging:_____
Brand:_____
Make/Model:_____

52-015-01

180. Cover, Poly, fits West. D4S, Duncan MS, GE I70 Sang. J4. $ NO QUOTE /Each
Acceptable: MRS #1P-XLPMR
Estimated Quantity - 60 Each *STILL LOOKING FOR SUPPLIER
Maintain Stock - 24 Each

Packaging:_____
Brand:_____
Make/Model:_____

52-020-20

181. Meter Hub 2 inch. $ 7.07 /Each
Acceptable: Milbank #A7517
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 10 / CTN
Brand: MILBANK
Make/Model: A7517

52-040-01

182. Padlock with 11/16" hasp, anker lock, plastic locking ferrell $ 30.75 /Each
Acceptable: Inner-Tite #E-S6290L
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 60 / CTN
Brand: INNERTITE
Make/Model: E-S6290L

52-050-01

183. Meter Locking Assembly Complete with Ring, Housing & Lock. $ 14.93 /Each
Acceptable: Inner-Tite #E-S6900H
Estimated Quantity – 100 Each
Maintain Stock - 24 Each

Packaging: 50 / CTN
Brand: INNER TITE
Make/Model: E-S6900H

52-050-04

184. Locking Assembly for Ringless Sockets $ 19.19 /Each
Acceptable: Inner-Tite #ES6980PL
Estimated Quantity – 100 Each
Maintain Stock - 24 Each

Packaging: 24 / CTN
Brand: INNER TITE
Make/Model: E-S6980PL

52-050-05

185. Locking Assembly for Ringless Sockets $ 27.92 /Each
Acceptable: Inner-Tite #E-S6200C (Ft. Knox)
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging: 24/ctn
Brand: INNER TITE
Make/Model: E-S6200C

52-100-01

186. Meter Closure Plate for use with "HO" hub opening (steel) $ 4.20 /Each
Acceptable: Milbank #A7551
Estimated Quality - 200 Each
Maintain Stock - 48 Each

Packaging: 10/CTN
Brand: MILBANK
Make/Model: A7551

52-110-01

187. Blank meter socket cover. $ 2.17 /Each
Acceptable: Ekstrom #1-6002
Austin Inc. #PAL2
Estimated Quality - 240 Each
Maintain Stock - 60 Each

Packaging: 50 / CTN
Brand: BROOKS / EKSTROM
Make/Model: 1-6002

52-180-02

188. Demand meter seal, DARK GREEN, stamped "IP&L" in black. $ 0.22 /Each
Acceptable: Brooks #6300000-DARK GREEN
Estimated Quality – 5,000 Each
Maintain Stock – 1,000 Each

Packaging: 1000
Brand: BROOKS
Make/Model: 6300000 - DARK GREEN

52-200-03

189. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in white Black in Color. $ 0.52 /Each
Acceptable: EJ Brooks #6170600-5 BLACK
Estimated Quantity - 4,000 Each
Maintain Stock – 1,000 Each

Packaging: 1000
Brand: BROOKS
Make/Model: 6170600-5

52-200-04

190. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in black Red in Color. $ 0.51 /Each
Acceptable: EJ Brooks #6170600-1RED
Estimated Quantity – 3,600 Each
Maintain Stock – 1,000 Each

Packaging: 1000
Brand: BROOKS
Make/Model: 6170600-13

52-200-05

191. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in white Dark Blue in Color. $ 0.51 /Each
Acceptable: EJ Brooks #6170600-13 DARK BLUE
Estimated Quantity - 5,000 Each
Maintain Stock – 1,000 Each

Packaging: 1000
Brand: BROOKS
Make/Model: 6170600-3

52-250-05

192. Meter Disconnect Sleeve for Socket Type Meter $ 30.21 /Each
Acceptable: Milbank #M-5
Brooks #600-MDD
Estimated Quantity – 7,000 Each
Maintain Stock – 1,000 Each

Packaging: 1000
Brand: BROOKS
Make/Model: 600-MDDS

52-500-10

193. Meter Test Switch, 10 Pole with Solderless Terminals $ 201.33 /Each
Acceptable: Meter Devices #110-54521 ST
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 1
Brand: METER DEV
Make/Model: 110-54521 ST

GROUP 9 - CURRENT TRANSFORMERS

Lead time required for Group 9 items: STK TO 28 WEEKS

	ITEMS	UNIT PRICE
	53-100-02	
194.	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: 3 Brand: DURHAM Make/Model: TFW2-350KP	$125.50/Each
	53-101-02	
195.	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: 1 Brand: AB2-100KP DURHAM Make/Model: AB2-100KP	$193.95/Each
	53-101-04	
196.	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: 3 Brand: DURHAM Make/Model: AB4-102KP	$153.50/Each
	53-103-02	
197.	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: 1 Brand: DURHAM Make/Model: AP2-601Y	$218.00/Each

53-103-04

198. Transformer, current, 400:5 radio, 600 volt, window type for pad mounted distribution transformer, per specification # CT10302 attached. $ 199.00 /Each
Acceptable: Astra AP-4, CAT. #603
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging: 1
Brand: DURHAM
Make/Model: AP4-6034

GROUP 10 - LAMPS, LUMINAIRES AND PHOTO CELLS

Lead time required for Group 10 items: 12-16 wks

	ITEMS	UNIT PRICE
199.	60-300-07 Area Flood light, 78W LED Acceptable:Howard Ind UFB3MD64YBP10N Estimated Quantity - 24 EachMaintain Stock - 12 Each Packaging: 1 MIN ORDER 12 Brand: HOWARD ISALCO Make/Model: UFB3MD644BP10N	$ 253.98 /Each
200.	60-300-15 Area Flood light, 150W LED Acceptable:Howard Ind UFB3MD64YBP15N Estimated Quantity - 108 EachMaintain Stock - 24 Each Packaging: 1 MIN ORDER 12 Brand: SALCO / HOWARD Make/Model: UFB3MD644BP15N	$ 253.98 /Each
201.	60-406-70 70W LED LUM w/pc arm Acceptable:Evluma AX-70-50-5-D-P-STD-6 Estimated Quantity - 300 EachMaintain Stock - 24 Each Packaging: 1 MIN ORDER 12 Brand: EVLUMA Make/Model: AX-70-50-5-D-P-STD-6	$ 284.94 /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: 10 / ctn Brand: AEL Make/Model: RK-11PG-511 / WLT-PKG-M4-ARM-J20	$ 37.38 /Each
203.	60-900-55 LED Roadway Luminaire, 55W 120/208/240/277V. Acceptable:Howard Ind LRS1DMV34KGY1P7N, Evluma RX1-050C4T3G0-F7HGL0-A0BN Estimated Quantity – 200 Each Maintain Stock – 24 Each Packaging: 1 MIN ORDER 12 Brand: EVLUMA Make/Model: RX1-050C4T3G0-F7HGL0-A0BN	$ 241.93 /Each

60-901-60

204. LED Roadway Luminaire, 160W 120/208/240/277V $ 376.34 /Each
Acceptable:HowardIndLRM1VMV24KGY1P7NP15,
EvLuma RX2-160E4T2G0-F7HGL0-A0BN
Estimated Quantity – 36 Each
Maintain Stock – 12 Each

Packaging: 1
Brand: EVLUMA
Make/Model: RX2-160E4T2G0-F7HGL0-A0BN

60-902-70

205. LED Roadway Luminaire, 270W 120/208/240/277V $ 408.60 /Each
Acceptable:Howard Ind LRL1KMV24KGY1P7N,
EvLuma RX2-220E4T2G0-F7HGL0-A0BN
Estimated Quantity – 60 Each
Maintain Stock – 12 Each

Packaging: 1
Brand: EVLUMA
Make/Model: RX2-220E4T2G0-F7HGL0-A0BN

63-000-01

206. Photo Control, Dual Volt, 1000W $13.97 /Each
Acceptable:Howard Ind HI-LL-127-15-BK-A
Estimated Quantity – 150 Each
Maintain Stock – 24 Each

Packaging: 24
Brand: SALCO / HOWARD
Make/Model: HI-LL-127-15 BK A

MISCELLANEOUS
REQUIREMENTS

1. Bidders must accept the City's Terms & Conditions without exceptions in order to be considered for award.
2. Questions must be submitted through Public Purchase. The deadline for questions is 2:00 PM local time on December 2, 2025.
3. Bids must be received by 2:00 PM local time on December 5, 2025 through Public Purchase.
4. The City reserves the right to make multiple awards.
5. Please list a contact person for questions regarding the bid response.
6. A bid tabulation and Notice of Award will be posted on Public Purchase upon completion of the evaluation. Bid results will not be provided over the phone.
7. 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.

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 () renewal of this Contract: Yes ✓

No _____

Escalator/Deescalator Method: VENDOR PRICE INCREASE

Vendor agrees to a third-year () renewal of this Contract:

Yes ✓ No _____

Escalator/Deescalator Method: VENDOR PRICE INCREASE

Vendor agrees to a fourth-year () renewal of this Contract:

Yes ✓ No _____

Escalator/Deescalator Method: VENDOR PRICE INCREASE

Vendor agrees to a fifth-year () renewal of this Contract:

Yes ✓ No _____

Escalator/Deescalator Method: VENDOR PRICE INCREASE

Does the vendor accept procurement cards without service fees for all orders?

Yes _____ No ✓

If the vendor does charge service fee, what is the percentage? 5 %

Does the vendor have the capability to put IPL Part Number Bar Codes on shipments?

Yes ✓ No _____

Does the bidder accept the City's terms and conditions without an exceptions?

Yes ✓ No _____

Procedure for expediting orders when shipment must be received in less than normal time period:

IPL MAY BE SUBJECT TO FREIGHT CHARGES FOR NEXT DAY ORDERS

Representative of your company responsible for administration (primary contact) of this agreement:

Name: KEVIN ARNDT

Title: INSIDE SALES REPRESENTATIVE

Phone/Fax: 314-506-0723 / 314-506-0705

Email: kevin.arndt@fr-electric.com

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order(s) to Anixter, Inc. in the amount of $600,000 for utility hardware purchases, and authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the the Power & Light Department (IPL) in Fiscal Year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

Utility hardware contracts are required to ensure consistent price and availability of safety stock and long-lead materials for the IPL warehouse. The utility hardware purchased by this PO is used extensively by the Transmission and Distribution Division. In 2026, contracts for those item groups were awarded to the lowest and most responsive bidders in accordance with ITB 25064. These contracts have been in place for several years and will continue to be necessary to ensure the availability of utility hardware for day-to-day operations and timely responses to power outages.

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, provided sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is $660,000, including contingency. Funding for the utility hardware is included in the fiscal year 2026-2027 proposed budget, page 215, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Wesco (Anixter) Independence_ITB__25064_Proposal

Response to

INDEPENDENCE
MISSOURI

Utility Hardware

Invitation To Bid #25064

December 19, 2025

Phil Camerlynck
City of Independence
111 E Maple
Independence, MO 64051

Dear Phil:

We appreciate the opportunity to submit our proposal in response to the Independence Utility Hardware Invitation to Bid #25064. We strongly believe that our background, experience, and industry expertise positions Wesco to optimize a solution, fully implement and continue to manage the Independence's material requirements.

As one of the largest national supply chain services providers, Wesco is well positioned to support your program with a long-term, scalable solution. Our proposal offers several key advantages:

- **Local Expertise and Resources:** Independence will benefit from Wesco's Utility Group and seasoned local team with extensive experience.
- **Proven Success:** Wesco has a strong track record of managing similar programs, leveraging best practices to help ensure the success of this partnership.
- **Flexibility and Scalability:** Wesco will utilize our Kansas City facility to support this business. However, we will also rely on our vast nationwide network as back up as needed.
- **24/7 Emergency Support:** Wesco has extensive experience supporting storms and other emergencies with around-the-clock sourcing and logistics support to ensure access to the products and services during the restoration phase of the response.

Acting as the vital connection between Independence and our premier manufacturers, we oversee the delivery, communication, and logistics to ensure seamless execution. We are your proactive supply chain advocate, focused on continuous improvement, measurable savings, and operational excellence.

Wesco is committed to providing Independence with the highest service levels in the industry. Working together in the market will provide the ability to reduce costs, increase productivity and reap the true benefits of collaboration. We welcome the opportunity to discuss our proposal with you in more detail.

Sincerely,

Adam Owen

Adam Owen
Outside Sales Representative

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About Wesco

Wesco International, Inc. (NYSE: WCC) builds, connects, powers, and protects the world. Headquartered in Pittsburgh, Pennsylvania, Wesco is a FORTUNE 500® company with more than $22.8 billion in annual sales and a leading provider of business-to-business distribution, logistics services, and supply chain solutions. In June 2020, Anixter International became a wholly owned subsidiary of Wesco. The combined company is the largest national supply chain services provider in North America.

Wesco offers a best-in-class product and services portfolio of Electrical and Electronic Solutions, Communications and Security Solutions, and Utility and Broadband Solutions. Wesco employs approximately 20,000 people, partners with the industry's premier suppliers, and serves thousands of customers around the world, including more than 90% of FORTUNE 100® companies.

With nearly 1.5 million products, end-to-end supply chain services, and leading digital capabilities, Wesco provides innovative solutions to meet customer needs across commercial and industrial businesses, contractors, government agencies, institutions, telecommunications providers, and utilities.

Wesco operates approximately 700 branches, warehouses and sales offices in more than 50 countries, providing a local presence for customers and a global network to serve multi-location businesses and multi-national corporations.

100
YEARS IN BUSINESS

20K
EMPLOYEES

$22.8B
2024 REVENUE

35K+
SUPPLIERS

700
BRANCHES

$2B
INVENTORY

50+
GLOBAL FOOTPRINT (COUNTRIES)

150K
ACTIVE CUSTOMERS

WCC
NYSE CODE

SERVICES & CAPABILITIES

- ✓ DISTRIBUTION TRANSFORMERS
- ✓ WIRE & CABLE
- ✓ ELECTRICAL
- ✓ AUTOMATION
- ✓ CAPITAL PROJECTS
- ✓ DATACOM & SECURITY
- ✓ DIRECT MATERIAL
- ✓ DISASTER RECOVERY
- ✓ INTEGRATED SUPPLY
- ✓ LIGHTING
- ✓ MRO
- ✓ REPAIR SERVICES
- ✓ SAFETY
- ✓ SUSTAINABILITY

Commercial Terms

Payment Terms

Wesco will continue to extend Net 30-day payment terms to Independence.

Reservation of Rights

Wesco reserves its right to negotiate mutually favorable contract terms and conditions, if awarded the business, including, but not limited to warranty, indemnities, and commercially reasonable limitations of liability.

Tariffs

Wesco is committed to transparency in managing tariffs that may apply to materials and products we provide. Given the potential for changes in tariff policies, we reserve the right to reissue quotes in response to tariff adjustments. While our current terms and conditions already provide this flexibility, we thought it important to highlight this aspect, recognizing the dynamic nature of the market.

Utility Hardware - ITB #25064

INDEPENDENCE
MISSOURI

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

INVITATION TO BID #25064

UTILITY HARDWARE

Response Deadline Date and Time: November 18, 2025, at 2:00pm

Deadline for questions is 2:00 p.m. local time on November 13, 2025
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Anixter Inc., a subsidiary of Wesco Distribution Inc. Phone Number _____
(Please print or type)

Address 22614 W. 167th Street City Olathe State KS Zip 66062

Name of Authorized Agent Matt Valentine Email matt.valentine@anixter.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 and Conditions
Material, Equipment and Supplies

1. SCOPE
The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the City within this bid document.

2. FIRM PRICES
The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than ninety (90) 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, contract or contract.

3. ESTIMATED QUANTITIES
Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only 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. SPECIFIC QUANTITIES
When quantities are specifically stated, acceptance will bind the City to order and pay for, at the contract prices; all such supplies or services delivered that meet the specifications and conditions of the contract.

5. DELIVERY
If 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 bid. 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 form.

6. 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 contracts with a third party freight transport company. See specific routing and freight billing instructions on the face of the purchase order. Freight 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.

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

8. BRAND NAMES
Whenever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is 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 their 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 are to be furnished as specified in the bid document or upon request of the City. If samples should be requested, the City must receive such samples no later than the time specified in the formal, written request.

9. INSPECTION AND ACCEPTANCE
No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material

which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, 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. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

10. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

11. GENERAL GUARANTY AND WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract.

Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

12. PATENTS

The Contractor 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 Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay allcost, damages and profits recoverable in any such suit.

13. INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

14. TERMS OF PAYMENT

The City’s preferred method of payment is the City’s MasterCard credit card. No processing or additional fees shall added to the invoice or payment. Unless otherwise noted, the City’s payment terms are NET thirty (30) days from receipt of invoice.

15. 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.

16. EXPENSES

The City shall not be liable to the Contractor 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 Agreement. The Contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

Since the Contractor is not an employee of the City's business, the Contractor 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 AGREEMENT

If applicable, the term of the Agreement shall be specified in the bid document. Renewal options, if any, will also be specified in the bid document.

20. RENEWAL OPTIONS

If specified in the original bid document, the City may exercise its option to renew the Contract/Agreement. The City will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the Contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

21. TERMINATION

City may terminate or suspend performance of this Agreement 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 or suspension expenses.

This AGREEMENT 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 Agreement. The nonperforming party shall have fifteen (15) 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 the Agreement.

22. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the duly authorized
representative 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 sent to the attention of the Procurement Manager, 111 E. Maple, PO Box 1019, Independence, MO 64051-0519.

23. ASSIGNMENT OF CONTRACT

Neither City nor Contractor shall assign any rights or duties under this Agreement 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 Agreement.

24. SUBCONTRACTS

The Contractor shall not execute an Agreement 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 his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. 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 Owner.

25. CHANGES

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or formal amendment which shall be in writing and signed by both parties.

26. GENERAL INDEMNIFICATION

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

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.

27. 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.

28. INSURANCE

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".

Informal Purchases (less than $50,000)
(1) General Liability Insurance, with a $500,000 combined single limit.

Formal Purchases ($50,000 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.

29. AVAILABILITY OF FUNDING

Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Agreement, 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.

30. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts on behalf of the City. This Agreement does not create a partnership between the parties.

31. NON-WAIVER

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

32. 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 to be performed under this Agreement.

33. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this 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.

34. AUDIT

The City shall have the right to audit this Contract and all books, documents and records relating thereto. Contractor shall maintain all its books, documents and records relating to this 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.

35. CHOICE OF LAW

This AGREEMENT shall be governed by the laws of the State of Missouri. The CITY and the CONTRACTOR agree that the performance of this Agreement will be deemed to have occurred in the State of Missouri and that CONTRACTOR's performance under this Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Agreement 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.

36. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement 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 Agreement from being void should a provision which is of the essence of this Agreement be determined void.

37. ENTIRE AGREEMENT

The bid document, including these Terms and Conditions, Contractor's 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.

Instructions to Bidders

The instructions described herein shall apply to all purchases of materials, equipment and supplies. These instructions shall prevail unless otherwise modified by the City within the bid document.

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website, www.indepmo.org. Click *Business on the Home Page, the Business icon on the next page,* and *View Bid Opportunities*. Bidders using a bid form not obtained www.publicpurchase.com risk not receiving necessary addenda, possibly eliminating their bids from consideration.

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.

1. DEFINITIONS

A. The term "City" means the City of Independence, MO.
B. The term "Contractor" means the person or organization that receives the award in the bid process.
C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid.
D. The term "bid document" means the ITB.
E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a sealed bid.
F. The term "bid" means the price submitted by the bidder in response to an ITB.

2. 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 bid document. Failure to do so will be at the bidder's risk.
B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. The person signing the offer must initial erasures or other changes. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
C. Unit price for each unit bid shall be shown and such price 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 will be presumed to be correct.
D. Bidders are to prepare their bids for City projects without including sales tax.
E. Alternate bids for supplies or services other than those specified will not be considered, unless authorized by the invitation.
F. Bidder must state a definite time for delivery of supplies or services, unless otherwise specified in the invitation.
G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
J. Prices quoted are to be firm and final.
K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted, unless otherwise specified on the bid page.
L. Bidders shall submit one (1) electronic copy of the bid, via www.publicpurchase.com.
M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

3. 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 also 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 one thousand dollars ($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 ten percent (10 percent).
E. In order to qualify for the preference, it must be clearly stated on the pricing sheet whether the materials quoted were manufactured, assembled or produced in the United States of America. If multiple items are listed in the bid request, it must be clearly stated on the pricing sheet which items were manufactured, assembled or produced in the United States of America.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement/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 their 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, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
C. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer 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.
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 agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/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 agreement/contracts or purchase order or federally assisted agreements/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 portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

5. 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; and

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.

6. SUBMISSION OF BIDS

A. Bids and any modification thereof (addendum) shall be submitted electronically, via www.publicpurchase.com.

B. Telephonic or faxed bids will not be considered, unless authorized by the invitation.

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 by the invitation.

D. Bids will be opened electronically at the date and time indicated on the Cover Page. After opening, no pricing information will be provided until, in the case of an informal bid (up to $50,000), the five-day protest period has passed, or, in the case of a formal bid (over $50,000), a Notice of Intent to Award has been posted on the City's website/www.publicpurchase.com. Following either of the above scenarios, the bid tabulation will be posted at www.publicpurchase.com.

7. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via 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.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid via www.publicpurchase.com. This must be completed prior to the stated time of the bid opening.

8. LATE BIDS

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

9. 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 bid document.

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; and
F. The ability of the bidder to provide future maintenance and service.

10. AWARD

Award will be made to the lowest most responsive and responsible bidder who submits the bid most advantageous to the City. The City reserves the right to accept or reject any or all bids or part 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 also 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 are subject to rejection in whole or in part at the sole discretion of the City.

11. 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.

GROUP 1 – UTILITY HARDWARE GROUP 2

– CONNECTORS

GROUP 3 – ARRESTERS

GROUP 4 – CUTOUTS AND FUSES

GROUP 5 – PVC CONDUIT AND COUPLINGS GROUP 6 –

UNDERGROUND MATERIAL GROUP 7 – METERS

GROUP 8 – METER SOCKETS AND HUBS GROUP 9 –

CURRENT TRANSFORMERS

GROUP 10 – LAMPS, LUMINAIRES AND PHOTO CELLS

GROUP 1 - UTILITY HARDWARE

Lead time required for Group 1 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	30-012-18	
1.	Bolt, Double Arming, 5/8" X 18" Acceptable:Joslyn #J-8868 Hubbell #8868 Estimated Quantity - 96 Each Maintain Stock - 25 Each Packaging:_____ Brand: Aluma-form Make/Model: AF8868	$ 4.58 /Each
	30-012-20	
2.	Bolt, Double Arming, 5/8" X 20" Acceptable: Joslyn # J-8870 Hubbell #8870 Estimated Quantity - 120 Each Maintain Stock – 25 Each Packaging:_____ Brand: Aluma-form Make/Model: AF8870	$ 4.66 /Each
	30-012-22	
3.	Bolt, Double Arming, 5/8" X 22" Acceptable: Joslyn # J-8872 Hubbell #8872 Estimated Quantity - 60 Each Maintain Stock - 25 Each Packaging:_____ Brand: Aluma-form Make/Model: AF8872	$ 5.22 /Each
	30-013-20	
4.	Bolts, Silicone Bronze, Hex Head, 1/2" X 2" Acceptable: Burndy #50200 HEB BOX Blackburn #50200BB Estimated Quantity – 575 Each Maintain Stock - 150 Each Packaging:_____ Brand: ABB Make/Model: 50200BB-C	$ 11.38 /Each

30-014-10

5. Eye Bolt, Oval, 5/8" X 10" $ 4.06 /Each
Acceptable: Joslyn #9410
Hubbell #29960
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging:
Brand: Aluma-form
Make/Model: AF9410

30-014-12

6. Eye Bolt, Oval 5/8" X 12" $ 3.78 /Each
Acceptable: Joslyn #J9412
Hubbell #29962
Estimated Quantity - 70 Each
Maintain Stock - 50 Each

Packaging:
Brand: Maclean
Make/Model: J9412

30-015-06

7. Bolt, Machine, 1/2" X 6" $ 1.27 /Each
Acceptable: Joslyn #J-8706
Hubbell #8706
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging:
Brand: Aluma-form
Make/Model: AF8706

30-016-10

8. Bolt, Machine 5/8" x 10" $ 1.71 /Each
Acceptable: Joslyn #J-8810
Hubbell #8810
Estimated Quantity - 850 Each
Maintain Stock - 300 Each

Packaging:
Brand: Maclean
Make/Model: J8810

30-016-12

9. Bolt, Machine 5/8" x 12" with nuts $ 1.90 /Each
Acceptable: Joslyn #J-8812
Hubbell #8812
Estimated Quantity - 3500 Each
Maintain Stock - 900 Each

Packaging:
Brand: Maclean
Make/Model: J8812

30-016-14

10. Bolt, Machine 5/8" x 14" with nuts $ 2.16 /Each
Acceptable: Joslyn #J-8814
Hubbell #8814
Estimated Quantity - 850 Each
Maintain Stock - 200 Each

Packaging:
Brand: Maclean
Make/Model: J8814

30-016-16

11. Bolt, Machine, 5/8" X 16" $ 2.61 /Each
Acceptable: Joslyn #J-8816
Hubbell #8816
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging:
Brand: Aluma-form
Make/Model: AF8816

30-017-12

12. Bolt, Machine, 3/4" X 12" $ 4.11 /Each
Acceptable: Joslyn #J-8912
Hubbell #8912
Estimated Quantity - 112 Each
Maintain Stock - 25 Each

Packaging:
Brand: Aluma-form
Make/Model: AF8912

30-017-14

13. Bolt, Machine, 3/4" X 14" $ 4.75 /Each
Acceptable: Joslyn #J-8914
Hubbell #8914
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging:
Brand: Aluma-form
Make/Model: AF8914

30-031-42

14. Brace, Wood Crossarm, 42 1/2", 60" Span and 30" Drop, 9/16" $ 27.15 /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:
Brand: Aluma-form
Make/Model: AF-6030

30-049-19

15. Bracket, Vertical Insulator $ 45.92 /Each
Acceptable: Maclean #G1MDA118AT
AlumaForm #F1CA-MV-A18-C7
Estimated Quantity - 135 Each
Maintain Stock - 24 Each

Packaging:
Brand: Aluma-form
Make/Model: F1CA-MV-A18-C7

30-060-10

16. Secondary Clevis $ 6.52 /Each
Acceptable: Hubbell #468
Joslyn #J-093
Estimated Quantity - 2000 Each
Maintain Stock - 500 Each

Packaging:
Brand: Aluma-form
Make/Model: AF093

30-080-00

17. Connector, Bronze Vice, 6 SOL-2OL $ 2.81 /Each
Acceptable: Macleanl #BVC-2
Blackburn #VGC23
Estimated Quantity - 1000 Each
Maintain Stock - 250 Each

Packaging:
Brand: Aluma-form
Make/Model: AFBVC-2

30-080-05

18. Connector-Ground Wire to Pad Mount Trans., #6 SOL to 1/0 Str — $ 5.43 /Each
Acceptable: Hubbell #GC-207
Estimated Quantity - 250 Each
Maintain Stock - 50 Each

Packaging:_____
Brand: Maclean
Make/Model: BVC207

30-100-08

19. 8 Foot, 4 Pin, 3 ½" X 4 ½", Penta Treated Crossarm, as per specification No. CARM001 attached. — $ 138.30 /Each
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging:_____
Brand: Brooks
Make/Model: TYPE-03 FS

30-100-10

20. 10 Foot, 4 Pin, 4 ¾" X 3 ¾", Penta Treated Crossarm, as per specification No. CARM001 attached. — $ 170.22 /Each
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 55 Each
Maintain Stock - 25 Each

Packaging:_____
Brand: Brooks
Make/Model: TYPE-05 FS

30-140-01

21. Pole Plates-Copper — $ 16.75 /Each
Acceptable: Eritech #EGP-100
"No Substitues"
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging:_____
Brand: Erico
Make/Model: EGP100

30-140-08

22. Ground Rod, 5/8" X 8' Copper Bonded $ 17.03 /Each
Acceptable: Joslyn #J-8338
Blackburn #6258
Eritech #615880
Galvan #6258
Hubbell #C615880
Estimated Quantity - 300 Each
Maintain Stock - 50 Each

Packaging:
Brand: Galvan
Make/Model: 6258

30-159-10

23. Insulator Spool, secondary, polymer $ 1.60 /Each
Acceptable: Hubbell #C9091032P
Estimated Quantity - 2200 Each
Maintain Stock - 160 Each

Packaging:
Brand: Aluma-form
Make/Model: INS-53-2

30-161-15

24. Insulator, deadend, polymer, 15 KV, ANSI DS-15 $ 10.93 /Each
Acceptable: Maclean #DS-15M
Hubbell #401015-0215
Alumaform #DEI-15
Estimated Quantity - 560 Each
Maintain Stock - 180 Each

Packaging:
Brand: Aluma-form
Make/Model: DEI-15

30-170-10

25. Insulator, 13 KV, pin type, grey color. $ 4.64 /Each
Acceptable: Preformed #IP-15C
Estimated Quantity - 900 Each
Maintain Stock - 180 Each

Packaging:
Brand: Aluma-form
Make/Model: INS-15-PC-1

30-200-10

26. Pole Key Expanding Anchor $ 129.52 /Each
Acceptable: Joslyn #J-4817
Hubbell #P-4817
Estimated Quantity - 12 Each
Maintain Stock - 5 Each

Packaging:
Brand: Hubbell
Make/Model: P4817

30-400-10

27. Plastic Groundwire Moulding, ½" X 8' $ 1.44 /Each
Acceptable: Joslyn #PM128
Hubbell #96KG ½
Preformed #GWM-7100
Estimated Quantity - 750 Each
Maintain Stock - 100 Each

Packaging:
Brand: Preformed
Make/Model: GWM7100

30-450-10

28. 5/8" Oval Eye Nut $ 1.90 /Each
Acceptable: Joslyn #J1092
Continental #EN-5
Hubbell #6502
Line Hardware #OEN58
AlumaForm #AF1092
Estimated Quantity - 300 Each
Maintain Stock – 50 Each

Packaging:
Brand: Allied Bolt
Make/Model: 5876

30-451-10

29. ½" Square Locknut, MF $ 0.16 /Each
Acceptable: Joslyn #J-8582
Hubbell #3511
Line Hardware #SLN12
AlumaForm #AF8582
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging:
Brand: Allied Bolt
Make/Model: 22009

30-451-20

30. Locknut, MF, 5/8" Square $ 0.20 /Each
Acceptable: Joslyn #J 8583
Hubbell #3512
Line Hardware #SLN58
AlumaForm #AF8583
Estimated Quantity - 5000 Each
Maintain Stock - 800 Each

Packaging:
Brand: Allied Bolt
Make/Model: 22010

30-451-30

31. Locknut, ¾" $ 0.32 /Each
Acceptable: Joslyn #J8584
Hubbell #3513
Estimated Quantity - 350 Each
Maintain Stock - 75 Each

Packaging:
Brand: Aluma-form
Make/Model: AF8584

30-455-10

32. Silicone Bronze Hex Nuts, ½" Diameter W/ 13 Threads $ 2.46 /Each
Acceptable: Blackburn #50010HN
Burndy #50C HEB BOX
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging:
Brand: ABB
Make/Model: 50010HN

30-502-10

33. Pin, Crossarm 5/8" shank $ 5.52 /Each
Acceptable: Hubbell #881-A
Joslyn #J-204Z
AlumaForm #AF204
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging:
Brand: Maclean
Make/Model: J204Z

30-503-10

34. Pole Top Pin, lead thread 1", straight base $ 12.98 /Each
Acceptable: Hubbell #2170
Joslyn #J-1368Z
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging:
Brand: Maclean
Make/Model: J1368Z

30-540-10

35. ½" X 4" Lag Screw $ 0.94 /Each
Acceptable: Joslyn #J-8754TP
Estimated Quantity - 700 Each
Maintain Stock - 250 Each

Packaging:
Brand: Maclean
Make/Model: J8754TP

30-542-15

36. Screw, cap hex head – ½"x ¾" $ 0.02 /Each
Acceptable: Fastenal #13205
Estimated Quantity - 350 Each
Maintain Stock - 150 Each

Packaging:
Brand: Fastenal
Make/Model: 110120378

30-543-10

37. Screw, drive hook 7/16" x 5 ½" $ 1.62 /Each
Acceptable: Joslyn #J3316P
FWC #FW 3316P
Hubbell #C2050190
Estimated Quantity – 500 Each
Maintain Stock - 250 Each

Packaging:
Brand: Maclean
Make/Model: J3316P

30-544-10

38. Screw Eye Bolt, Hookeye Type $ 2.65 /Each
Acceptable: Hubbell #8777
Estimated Quantity – 240 Each
Maintain Stock – 50 Each

Packaging:
Brand: Hubbell
Make/Model: 8777

30-551-10

39. Staples for Plastic Ground Wire Moulding, Electro-Galv. $ 0.18 /Each
Acceptable: Joslyn #J-7487
Hubbell #C205-0209
Estimated Quantity - 6400 Each
Maintain Stock - 1050 Each

Packaging:
Brand: Maclean
Make/Model: J7487

30-552-10

40. Groundwire Staples, 2" X 1/4", Cut Point Copperweld $ 19.09 /Each
Acceptable: Joslyn #J-6653
Estimated Quantity - 8400 Each $ /LBS.
Maintain Stock - 2100 Each

Packaging:
Brand: Maclean
Make/Model: J6653

30-560-05

41. Washer, square-curved, 11/16” $ 1.78 /Each
Acceptable: Hubbell #6823- ½
Joslyn #J-113
AlumaForm #AF113
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging:
Brand: Maclean
Make/Model: J113

30-560-15

42. Washer, square-curved, 11/16” $ 1.57 /Each
Acceptable: Hubbell #682212
Joslyn #J-6823
Chance #6822 1/2
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging:
Brand: Aluma-form
Make/Model: AF6823

30-560-40

43. Washer, round, flat ½" durium $ 2.39 /Each
Acceptable: Blackburn 50040FW
Burndy 50 FW BOX
Estimated Quantity - 1500 Each
Maintain Stock - 450 Each

Packaging:
Brand: Burndy
Make/Model: 50FWBOX

30-561-10

44. Washer, square, 2" x 2" x 1/8", 9/16" hole diameter $ 0.48 /Each
Acceptable: Joslyn #J-1073
Hubbell #6811
AlumaForm #AF1073
Estimated Quantity - 900 Each
Maintain Stock - 225 Each

Packaging:
Brand: Maclean
Make/Model: J1073

30-561-15

45. Washer, square, 2" x 2" x 1/8", 11/16" hole diameter $ 0.43 /Each
Acceptable: Joslyn #J-1074
Hubbell #6812
Estimated Quantity - 900 Each
Maintain Stock - 300 Each

Packaging:
Brand: Maclean
Make/Model: J1074

30-562-10

46. ½" Splitlock Washer $ 0.10 /Each
Acceptable: Joslyn #J-138
Hubbell #4035
Line Hardware #LW-12
AlumaForm #LW-12
Estimated Quantity - 500 Each
Maintain Stock - 150 Each

Packaging:
Brand: Allied Bolt
Make/Model: 6100

30-562-20

47. Washer, Splitlock ½" durium bronze plated $ 2.85 /Each
Acceptable: Blackburn 50030SW
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging:
Brand: ABB
Make/Model: 50030SW

GROUP 2 - CONNECTORS

Lead time required for Group 2 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	31-050-05	
48.	Hotline Clamp Acceptable: Anderson #BC 2/0 MacLean #C1520 Estimated Quantity - 700 Each Maintain Stock - 180 Each Packaging: _____ Brand: Aluma-form Make/Model: AFBC20	$ 12.81 /Each
	31-050-30	
49.	Hot Line Clamp Acceptable: Hubbell #S1540AGP Anderson #AH7GP MacLean #MPS-C1540AP Estimated Quantity - 72 Each Maintain Stock - 25 Each Packaging: _____ Brand: Aluma-form Make/Model: AF1540AGP	$ 27.57 /Each
	31-060-10	
50.	Deadend Clamp Acceptable: Maclean #ASO-398-1-N Hubbell #ASOD3981N AlumaForm #DES A50398-1 Estimated Quantity - 360 Each Maintain Stock - 50 Each Packaging: _____ Brand: Maclean Make/Model: ASO3981N	$ 10.82 /Each
	31-060-30	
51.	Dead-End Clamp Acceptable: Maclean #ASO-858-2-N Hubbell #ASOD8582N AlumaForm #DES A50858-2 Estimated Quantity - 240 Each Maintain Stock - 50 Each Packaging: _____ Brand: Aluma-form Make/Model: DES-ASO-858-2-N	$ 19.70 /Each

31-064-10

52. Connector, bolted 2/0 - 6 to 2/0 to 6 $ 3.22 /Each
Acceptable: Blackburn PAE 2121-9
Hubbell #LC52AXB
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: _____
Brand: Hubbell
Make/Model: LC52AXB

31-064-20

53. Connector, bolted 4/0 - 6 to 4/0 - 6 $ 5.29 /Each
Acceptable: Blackburn PAE-4141-9
Estimated Quantity - 3600 Each
Maintain Stock - 900 Each

Packaging: _____
Brand: ABB
Make/Model: PAE4141-9

31-064-30

54. Connector, bolted 397.5 - 6 to 2/0 - 6 $ 7.24 /Each
Acceptable: Blackburn PAE-3921-9
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: _____
Brand: ABB
Make/Model: PAE3921-9-2

31-070-02

55. Hot line Stirrup, Aluminum or Copper, #6 to 500 $ 44.99 /Each
Acceptable: Hastings #9265AC-AGP
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: _____
Brand: Hastings
Make/Model: 9265AC-AGP

31-070-05

56. Connector, compression, Alum. #6 STR. to #12 (Street Ltg). $ 0.38 /Each
Acceptable: Blackburn #WR9
Estimated Quantity - 480 Each
Maintain Stock - 100 Each

Packaging: _____
Brand: ABB
Make/Model: WR9

31-075-10

57. Compression Connector, Copper $ 1.06 /Each
Acceptable: Blackburn #CF44-1
Burndy #YC4C6
Thomas & Betts #54730
Homac #301-82
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging:
Brand: Burndy
Make/Model: YC4C6

31-080-40

58. Connector, Fired-on 477 $ 33.63 /Each
Acceptable: AMPACT 1-602031-3
Estimated Quantity - 240 Each
Maintain Stock - 50 Each

Packaging:
Brand: Ampact/TEC
Make/Model: 1-602031-3

31-080-65

59. Connector, Fired-on 556.5 $ 33.63 /Each
Acceptable: AMPACT 1-602031-2
Estimated Quantity - 48 Each
Maintain Stock - 10 Each

Packaging:
Brand: Ampact/TEC
Make/Model: 1-602031-2

31-081-05

60. Cartridges for fired-on connector - color: Yellow $ 3.09 /Each
Acceptable: AMPACT #69338-4
Estimated Quantity - 420 Each
Maintain Stock - 100

Packaging:
Brand: Ampact/TEC
Make/Model: 69338-4

31-090-85

61. 5/8" Ground Rod Clamp $ 2.25 /Each
Acceptable: Burndy #GRC58
Hubbell #GC5G5
Estimated Quantity – 360 Each
Maintain Stock – 90 Each
Packaging:
Brand: Burndy
Make/Model: GRC58

31-095-02 $ 4.76 /Each

62. Squirrel Guard Cover-up Riser Arrestor
Acceptable: TE Connectivitiy PN# BCAC-P-IC-5D/6
Estimated Quantity – 200 Each
Maintain Stock – 24 Each
Packaging: _____
Brand: TEC
Make/Model: BCAC-P-IC-5D/6(B6)

31-100-05

63. Grip, Deadend, pre-formed #6 ACSR $ 0.77 /Each
Acceptable: Preformed #SG4500
Hubbell #SGFW4500
Helical #HSG-510
Estimated Quantity - 480 Each
Maintain Stock - 300 Each

Packaging:_____
Brand: Preformed
Make/Model: SG4500

31-100-10

64. Grip, Deadend, pre-formed #4 ACSR $ 0.79 /Each
Acceptable: Preformed #SG4502
Helical #HSG-514
Hubbell #SGFW4502
Estimated Quantity - 720 Each
Maintain Stock - 300 Each

Packaging:_____
Brand: Preformed
Make/Model: SG4502

31-100-15

65. Grip, Deadend, pre-formed #2 ACSR $ 0.96 /Each
Acceptable: Preformed #SG4504
Helical #HSG-518
Hubbell #SGFW4504
Estimated Quantity - 700 Each
Maintain Stock - 200 Each

Packaging:_____
Brand: Preformed
Make/Model: SG4504

31-100-20

66. Grip, Deadend, pre-formed 1/0 ACSR-Service $ 1.36 /Each
Acceptable: Preformed #SG4506
Helical #HSG-522
Hubbell #SGFW4506
Estimated Quantity - 360 Each
Maintain Stock - 200 Each

Packaging:
Brand: Maclean
Make/Model: HSG4506

31-100-30

67. Grip, Deadend, pre-formed 3/0 ACSR-Service $ 2.28 /Each
Acceptable: Preformed #SG4508
Hubbell #SGFW4508
Helical #HSG-526
Estimated Quantity - 100 Each
Maintain Stock - 100 Each

Packaging:
Brand: Preformed
Make/Model: SG4508

31-100-45

68. Grip, Deadend, pre-formed 4/0 ACSR-Service $ 1.98 /Each
Acceptable: Preformed #SG4509
Helical #HSG-528
Hubbell #SGFW4509
Estimated Quantity - 120 Each
Maintain Stock - 100 Each

Packaging:
Brand: Maclean
Make/Model: HSG4509

31-190-02

69. Triplex Neutral Splice, Semi-Tension $ 1.78 /Each
Acceptable: Blackburn # TR 64
Burndy #YSS2R
Hubbell #VANS11
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging:
Brand: ABB/Blackburn
Make/Model: TR64

31-190-04

70. Triplex Neutral Splice, Semi-tension $ 1.88 /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:
Brand: ABB/Blackburn
Make/Model: TR63

31-190-06

71. Semi-tension Splice - Triplex Neutral #6 $ 1.70 /Each
Acceptable: Blackburn TR-61
Burndy #YSS6RG2
Hubbell #VAN566
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging:
Brand: ABB/Blackburn
Make/Model: TR61

31-200-10

72. Pre-Insulated Service Entrance Sleeve $ 0.62 /Each
Acceptable: Penn Union #PIK44
Blackburn #ICS-64
Burndy #ES4W4W
Estimated Quantity - 240 Each
Maintain Stock - 60 Each

Packaging:
Brand: TEC
Make/Model: TIL-4W4W EN3750-574

31-200-15

73. Pre-Insulated Service Entrance Sleeve $ 0.71 /Each
Acceptance: Blackburn # ICS-67
Penn Union #PIK24
Burndy #ES2W4W
Estimated Quality - 300 Each
Maintain Stock - 100 Each

Packaging:
Brand: TEC
Make/Model: TIL-2W4W EN3750-580

31-200-20

74. Pre-Insulated Service Entrance Sleeve $ 0.72 /Each
Acceptance: Penn Union PIK14
Blackburn ICS-71
Burndy ES2R4W
Estimated Quantity - 240 Each
Maintain Stock - 100 Each

Packaging:
Brand: TEC
Make/Model: TIL-2R4W EN3750-583

31-200-30

75. Pre-Insulated Service Entrance Sleeve $ 0.62 /Each
Acceptable: Blackburn #ICS-68
Penn Union #PIK22
Burndy #ES2W2W
Estimated Quantity – 8
00 Each
Maintain Stock - 15 Each

Packaging:
Brand: TEC
Make/Model: TIL-2W2W EN3750-581

31-200-35

76. Pre-Insulated Service Entrance Sleeve $ 0.72 /Each
Acceptable: Blackburn #ICS 72-1
Penn Union #PIK-12
Burndy #ES2R2W
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging:
Brand: TEC
Make/Model: TIL-2R2W EN3750-584

31-200-40

77. Pre-Insulated Service Entrance Sleeve $ 0.76 /Each
Acceptable: Blackburn #ICS-76
Burndy #ES25R2W
Estimated Quantity - 120 Each
Maintain Stock - 24 Each

Packaging:
Brand: Burndy
Make/Model: ES25R2W

31-200-45

78. Pre-Insulated Service Entrance Sleeve $ 0.74 /Each
Acceptable: Blackburn #ICS-73
Burndy ES2R2R
Estimated Quantity - 720 Each
Maintain Stock - 180 Each

Packaging:
Brand: TEC
Make/Model: TIL-2R2R EN3750-585

31-200-50

79. Pre-Insulated Service Entrance Sleeve $ 0.76 /Each
Acceptable: Blackburn #ICS-77
Penn Union #PIK01
Burndy #ES25R2R
Estimated Quantity - 300 Each
Maintain Stock - 90 Each

Packaging:
Brand: Burndy
Make/Model: ES25R2R

31-200-55

80. Pre-Insulated Service Entrance Sleeve $ 0.76 /Each
Acceptable: Penn Union #PIK00
Blackburn #ICS-78
Burndy #ES25R25R
Estimated Quality - 800 Each
Maintain Stock - 150 Each

Packaging:
Brand: Burndy
Make/Model: ES25R25R

31-200-65

81. Pre-Insulated Service Entrance Sleeve- Main: 4/0 Str AWG $ 3.19 /Each
Color code- “Pink”
Acceptable: Penn Union #PIK-4040
Blackburn #IKL-69
Estimated Quality - 100 Each
Maintain Stock - 24 Each

Packaging:
Brand: ABB
Make/Model: IKL-69

31-255-05

82. Automatic Full Tension Splice $ 9.65 /Each
Acceptable: Maclean #21
Fargo #GL-114
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging:
Brand: Maclean
Make/Model: 21

31-255-10

83. Automatic Full Tension Splice $ 4.56 /Each
Acceptable: Maclean #61
Fargo #GL-111
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging:
Brand: Maclean
Make/Model: 61

31-255-20

84. Automatic Full Tension Splice $ 9.38 /Each
Acceptable: Maclean #27
Fargo #GL-115
Hubbell #GL4042A
AlumaForm #ASC42
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Maclean
Make/Model: 27

31-259-20

85. Automatic Full Tension Splice $ 7.38 /Each
Acceptable: Blackburn Autoset - ATS42
MacLean #7652AP
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging:
Brand: Maclean
Make/Model: 7652AP

31-355-15

86. Terminal Plug $ 4.30 /Each
Acceptable: Burndy #YE2R25
Hubbell #PT2425
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Burndy
Make/Model: YE2R25

31-400-25

87. Tie, Distribution, Pre-formed, 477 Alum. $ 5.76 /Each
Acceptable: Preformed #UTC 1111
Hubbell #LDIC4011AS
Helical #HDIC 036
Estimated Quantity - 130 Each
Maintain Stock - 50 Each

Packaging:
Brand: Hubbell
Make/Model: LDIC4011AS

31-400-30

88. Tie, Distribution, Pre-formed, 556.5 Alum. $ 6.08 /Each
Acceptable: Preformed #UTC 1112
Hubbell #LDIC4012AS
Estimated Quantity - 150 Each
Maintain Stock - 50 Each

Packaging:
Brand: Preformed
Make/Model: UTC1112

31-425-06

89. Tie Wire,#6 Alum. $ 10.31 /Each
Estimated Quantity - 200 LB
Maintain Stock - 50 LB

Packaging:
Brand: Southwire
Make/Model: ALDW 6 AWG 25LB 13285201

31-999-10

90. Connector, Grounding Arrestor 2 STR - 12 STR $ 5.70 /Each
Acceptable: Hubbell #GC-207LA
Estimated Quantity -135 Each
Maintain Stock - 45 Each

Packaging:
Brand: Aluma-form
Make/Model: AFBVC-207-IT

31-999-30

91. Insulation piercing metering connector $ 19.32 /Each
Acceptable: Utilco #UPC-500-12
Estimated Quantity -72 Each
Maintain Stock - 18 Each

Packaging: _____
Brand: Utilco
Make/Model: UPC50012

32-010-10

92. Power Installed Screw Anchors, 11 5/16" Diameter $ 29.76 /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: _____
Brand: Maclean
Make/Model: D75D

32-020-08

93. Eight-Way Anchor, 8" Hole Size, 5/8" Rod Size $ 31.73 /Each
Acceptable: Joslyn #J-8135
Hubbell #88135
Estimated Quantity - 24 Each
Maintain Stock - 6 Each

Packaging: _____
Brand: Hubbell
Make/Model: 88135

32-055-50

94. Anchor Shackles, ½” with 5/8” pin (22,000 lbs) $ 8.19 /Each
Acceptable: Reliable #ASH-45
Hubbell #5801
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: _____
Brand: Aluma-form
Make/Model: AF2742

32-060-10

95. Grip, Deadend, pre-formed EHS 5/16" Guy $ 4.28 /Each
Acceptable: Preformed #GDE-2106
Dulmison #SGG-0790-C
Helical #HG-309-5/16
Estimated Quantity - 105 Each
Maintain Stock - 15 Each

Packaging:
Brand: Preformed
Make/Model: GDE2106

32-060-20

96. Grip, Deadend, pre-formed EHS 3/8" Guy $ 4.49 /Each
Acceptable: Preformed #GDE-2107
Dulmison #SGG-0915-C
Helical #HG-310 3/8
Estimated Quantity - 720 Each
Maintain Stock - 200 Each

Packaging:
Brand: Preformed
Make/Model: GDE2107

32-060-30

97. Grip, Deadend, pre-formed EHS 7/16" Guy $ 5.49 /Each
Acceptable: Preformed #GDE-2108
Dulmison #SGG-1105-C
Helical #HG-311 7/16
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Maclean
Make/Model: DES9108

32-070-20

98. Guy Hook $ 16.11 /Each
Acceptable: MacLean #UGA-66-4
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging:
Brand: Maclean
Make/Model: UGA664

32-080-10

99. Guard, Guy Wire, 8' Plastic Yellow $ 6.83 /Each
Acceptable: Preformed Line Products #PG-5518
Estimated Quantity - 200 Each
Maintain Stock - 60 Each

Packaging:
Brand: Preformed
Make/Model: PG5518

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.

$ 0.48 /FT.

$ _____ /LBS.

Packaging: _____
Brand: National Strand
Make/Model: 5/16" EHS

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.

$ 0.64 /FT.

$ _____ /LBS.

Packaging: _____
Brand: National Strand
Make/Model: 3/8" EHS

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.

$ 0.94 /FT.

$ _____ /LBS.

Packaging: _____
Brand: National Strand
Make/Model: 7/16" EHS

GROUP 3 - ARRESTER

Lead time required for Group 3 items: Line dependent, will stock required quantity

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:_____ Brand: Maclean Make/Model: ZRP0100C00100	$ 55.35 /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:_____ Brand: Maclean Make/Model: ZHP0100C00100	$ 48.71 /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:_____ Brand: Aluma-form Make/Model: AHD-10B-1GD-1X1-1D	$ 55.08 /Each

GROUP 4 - CUTOUTS AND FUSES

Lead time required for Group 4 items: Line dependent, will stock required quantity

ITEMS	UNIT PRICE
33-013-10 106. Cutout, 100 AMP, polymer, 7.2/14.4 KV, open type XS, Acceptable: Hubbell #CP710112 PX AlumaForm #CSG15100A110CX10KA Estimated Quantity - 550 Each Maintain Stock - 108 Each Packaging:_____ Brand: Aluma-form Make/Model: CSG15-100A-110-CX-10KA	$ 78.20 /Each
33-027-15 107. Fuse, time delay, 500 volt or less, 20 amp Acceptable: Bussman #FNQ-20 Littlefuse #FLQ-20 Edison #MEQ-20 Gould #TRM-20 Estimated Quantity - 60 Each Maintain Stock - 24 Each Packaging:_____ Brand: Eaton Bussman Make/Model: FNQ20	$ 20.06 /Each
33-028-30 108. Fuse holder, 500 volt, 30 amp., water tight Acceptable: Homac #DYU-M Estimated Quantity - 120 Each Maintain Stock - 30 Each Packaging:_____ Brand: ABB Make/Model: DYU-M	$ 54.27 /Each
33-030-05 109. Fuse Link, 5 AMP Acceptable: S&C #64005R2 Estimated Quantity - 360 Each Maintain Stock - 90 Each Packaging:_____ Brand: Indel Bauru Make/Model: EF5STDPCIR	$ 3.27 /Each

33-030-07
110. Fuse Link, 7 AMP $ 3.27 /Each
Acceptable: S&C #64007
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF7STDPCIR

33-030-10
111. Fuse Link, 10 AMP $ 3.27 /Each
Acceptable: S&C #64010
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF10STDPCIR

33-030-20
112. Fuse Link, 20 AMP $ 3.27 /Each
Acceptable: S&C #64020
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF20STDPCIR

33-030-30
113. Fuse Link, 30 AMP $ 3.41 /Each
Acceptable: S&C #64030
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF30STDPCIR

33-030-50
114. Fuse Link, 50 AMP $ 3.41 /Each
Acceptable: S&C 64050
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF50STDPCIR

33-030-65

115. Fuse Link, 65 AMP $ 4.69 /Each
Acceptable: S&C #64065
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF65STDPCIR

33-030-80

116. Fuse Link, 80 AMP $ 5.25 /Each
Acceptable: S&C #64080
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF80STDPCIR

33-031-00

117. Fuse Link, 100 AMP $ 5.82 /Each
Acceptable: S&C #64100
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging:
Brand: Indel Bauru
Make/Model: EF100STDPCIR

33-200-10

118. Line Tension Disconnect Switch $ 345.75 /Each
Acceptable: Hubbell #ALTDO6200R
Estimated Quantity - 18 Each
Maintain Stock - 9 Each

Packaging:
Brand: Aluma-form
Make/Model: HDS-600A-IN-35S-200-U-L

33-220-02

119. Switch, Single Pole, 14.4Kv, 110KV BIL, 600 Amp $ 342.30 /Each
Inverted and/or Vertical Mounting
Acceptable: Chance #M3D-628C or #M3D-66BC
Estimated Quantity - 36 Each
Maintain Stock - 9 Each

Packaging:
Brand: Aluma-form
Make/Model: HDS-600A-15S-110-DT1D-H

40-036-00

120. Mechanical connector, insulated. Above ground kit for street lights. #14 – 1/O $ 10.93 /Each
Acceptable: Utilco #SLC3-03X
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging:
Brand: Utilco
Make/Model: SLC303X

40-036-04

121. Bus kit, type UB insulated $ 17.86 /Each
Acceptable: Blackburn #USB43
Homac #RAB-4C
Utilco #PED4-350SSP
ESP #BRD-44-TS
Estimated Quantity – 680 Each
Maintain Stock - 200 Each

Packaging:
Brand: Utilco
Make/Model: PED4350SSP

40-036-06

122. Bus kit, type UB insulated $ 23.40 /Each
Acceptable: Blackburn #USB63
Homac #RAB-6C
Utilco #PED6-350SSP
Estimated Quantity – 130 Each
Maintain Stock - 50 Each

Packaging:
Brand: Utilco
Make/Model: PED6350SSP

40-055-05

123. Connector, for pad mount transformer. $ 23.45 /Each
Acceptable: Blackburn #TSB6359D58C
Utilco #PTF6-350CJNUSLP
Homac #LRT-6350-SLC
Estimated Quantity - 130 Each
Maintain Stock - 30 Each
Packaging:
Brand: Utilco
Make/Model: PTF6350CJNUSLP

40-075-05

124. Elbow, loadbreak, 15 KV, #2 stranded. $ 45.74 /Each
Acceptable: Cooper 2640599B34MA
Elastimold 165LR-B-5220
Hubbell #215LE43
Estimated Quantity - 220 Each
Maintain Stock - 60 Each

Packaging:
Brand: Hubbell
Make/Model: 215LE43

40-075-30

125. Loadbreak elbow housing and ARC follower. $ 45.74 /Each
Acceptable: Cooper #2604599B38MA
Elastimold #165LRC5270
Hubbell #215LE58
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging:
Brand: Hubbell
Make/Model: 215LE58

40-160-10

126. Cable Preparation Kit in Plastic Bag $ 5.66 /Each
Acceptable: American Polywater #HP-3P158IDS
Rainbow #42151
Estimated Quantity - 200 Each
Maintain Stock - 24 Each

Packaging:
Brand: Rainbow Tech
Make/Model: 42151

40-320-10

127. Silicone lubricant in 5 oz. plastic tube only. $ 13.24 /Each
Acceptable: Blackburn #SL5
Elastimold #5SL
Hubbell #SL150
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging:
Brand: ABB
Make/Model: SL-5

40-410-30

128. Quick Primary Terminator #4 - 4/0 $ 47.98 /Each
Acceptable: 3M Quick Terminator #7642-S-2
Joslyn #JPT15J1
Estimated Quantity - 84 Each
Maintain Stock - 24 Each

Packaging:
Brand: TEC
Make/Model: CSTOS-152J ER6393-000

40-410-50

129. Quick Primary Terminator 1.05” – 1.80” Outdoor $ 99.29 /Each
Acceptable: 3M Quick Terminator #7655-S-4
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging:
Brand: TEC
Make/Model: CSTO-154J EH8275-000

40-600-10

130. Marking Tape, Red, 6" wide 1000' long, imprinted with following; $ .04752 /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:
Brand: 3M
Make/Model: 368

40-600-20

131. Tape, Vinyl, 3/4" X 66'. $ 6.40 /Each
Acceptable: 3M #S33+
Estimated Quantity - 2400 Each
Maintain Stock - 600 Each

Packaging:
Brand: 3M
Make/Model: SUPER 33+3/4X66

GROUP 5 - PVC CONDUIT AND COUPLINGS

Lead time required for Group 5 items: Line dependent, will stock required quantity

ITEMS	UNIT PRICE
41-004-01 132. Conduit Support Riser, Standoff Bracket Acceptable: Hughes #A2169.33A Estimated Quantity - 600 Each Maintain Stock - 200 Each Packaging: Brand: Hughes Make/Model: A2169.33A	$ 17.68 /Each
41-007-10 133. Solvent Cement for PVC Conduit, Pint Size with Brush Top, only. Acceptable: Carlon #VC9983 Estimated Quantity - 320 Each Maintain Stock - 48 Each Packaging: Brand: Atkore Make/Model: 925354	$ 11.12 /Each
41-008-20 134. 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. Packaging: Brand: Rensenhouse Make/Model: 2GRC	$ 11.51 /FT.
41-017-20 135. 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. Packaging: Brand: Petroflex Make/Model: P200SCH40	$ 0.58 /FT.

41-017-30

136. Conduit, Polyethylene Duct, 3". Per Specification 41-017-00 $ 1.25 /FT.
On 1,500 ft. reel only.
Acceptable: Petroflex #P300SCH40
PNA #P300SCH40
Carlon #A15C4D1A3
Estimated Quantity - 3000 ft.
Maintain Stock - 1500 ft.

Packaging:
Brand: Petroflex
Make/Model: P300SCH40

41-018-20

137. PVC conduit, 2", schedule 40, 10' lengths w/coupling attached. $ 0.88 /FT.
Acceptable: Prime #49011
Cantex #A52CA12
Estimated Quantity – 20,000 ft.
Maintain Stock – 10,500 ft.

Packaging:
Brand: Atkore
Make/Model: 8108

41-018-25

138. Conduit, 2" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 2.10 /FT.
Acceptable: Prime #11811-250
Estimated Quantity – 2,400 ft.
Maintain Stock – 500 ft.

Packaging:
Brand:
Make/Model:

41-018-30

139. PVC Conduit, 3", schedule 40, 10' lengths with coupling attached. $ 1.68 /FT.
Acceptable: Prime #49013
Cantex #A52DA12
Estimated Quantity – 5,000 ft.
Maintain Stock – 750 ft.

Packaging:
Brand: Atkore
Make/Model: 8112

41-018-35

140. Conduit, 3" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 2.49 /FT.
Acceptable: Prime #11813-250
Estimated Quantity – 1,000 ft.
Maintain Stock – 250 ft.

Packaging:
Brand:
Make/Model:

41-018-40

141. PVC Conduit, 4", type schedule 40, 10' lengths w/coupling attached. $ 2.31 /FT.
Acceptable: Prime #49015
Cantex #A52EA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging:
Brand: Atkore
Make/Model: 8116

41-018-60

142. PVC Conduit, 6", type schedule 40, 10' lengths w/coupling attached. $ 4.26 /FT.
Acceptable: Prime #49017-010
Cantex #A52GA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging:
Brand: Atkore
Make/Model: 8124

41-019-20

143. PVC Conduit, 2", type schedule 48, 10' lengths w/coupling attached. $ 1.39 /FT.
Acceptable: Prime #49011
Cantex #A53CA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging:
Brand: Atkore
Make/Model: 9308

41-020-20

144. PVC Coupling, 2", Long Line schedule 40 $ 0.60 /EA.
Acceptable: Carlon #E-941-J
Estimated Quantity – 420 Ea.
Maintain Stock - 100 Ea.

Packaging:
Brand: Atkore
Make/Model: 59606

41-020-30

145. PVC Coupling, 3", Long Line schedule 40. $ 1.76 /Each
Acceptable: Prime #E-941-L
Estimated Quantity - 100 Each
Maintain Stock - 25 Each

Packaging:
Brand: Atkore
Make/Model: 59608

41-020-40

146. PVC Coupling, 4", Long Line schedule 40. $ 2.72 /Each
Acceptable: Prime #E-941-N
Estimated Quantity - 75 Each
Maintain Stock - 15 Each

Packaging:
Brand: Atkore
Make/Model: 59610

41-043-20

147. PVC elbow, 2", 90 degree, 24" radius, schedule 40. $ 25.32 /Each
Acceptable: Carlon #UA9DJ
Estimated Quantity – 120 Each
Maintain Stock - 24 Each

Packaging:
Brand: Southwire
Make/Model: 1414

41-065-20

148. Cable Pulling Lubricant, One Quart Front End Packs $ 8.25 /Each
Acceptable: American Polywater #J-27
Rainbow #8285
Estimated Quantity - 100 Each
Maintain Stock - 12 Each

Packaging:
Brand: American Polywater
Make/Model: J-27

41-097-10

149. Conduit Slip Sleeve for Meter Socket Risers, 2" $ 32.45 /Each
Acceptable: Carlon #E954JXX
Estimated Quantity – 150 Each
Maintain Stock – 20 Each

Packaging:
Brand: Atkore
Make/Model: 924082

41-300-21

150. Weatherhead, 2”, clamp type $ 15.87 /Each
Acceptable: Thomas & Betts #DEH-2
Bridgeport #1256
Appleton #ECO-105
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging:
Brand: Bridgeport
Make/Model: 1256

GROUP 6 - UNDERGROUND MATERIAL

Lead time required for Group 6 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	42-080-10	
151.	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: _____ Brand: Maclean Make/Model: 8132B0010J001	$ 85.03 /Each
	42-080-15	
152.	Arrester, metal oxide parking stand surge Acceptable: Cooper #3237686C10M Elastimold #167PSA101BX Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: _____ Brand: Cooper Make/Model: 3237686C10M	$ 285.60 /Each
	42-100-05	
153.	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) Nordic #M6 (Mounting Base) Estimated Quantity - 10 Each Maintain Stock - 2 Each Packaging: _____ Brand: Nordic Make/Model: ND-2202248-MG-125-4152-B1A	$ 1199.87 /Each
	42-130-03	
154.	Doghouse- Fiberglass Sectionalizing Cabinet, 200 Amp, 3 phase, 4 point, above ground. Acceptable: Nordic PN# ND-552454-MB-PA58-4152 Estimated Quantity – 10 Each Maintain Stock – 2 Each Packaging: _____ Brand: Nordic Make/Model: ND-552454-MB-PA58-4152-W3A	$ 2580.30 /Each

42-200-05

155. Secondary Pedestal Lock $ 1.16 /Each
Acceptable: Utilco #PEL-1B
Estimated Quantity – 2,000 Each
Maintain Stock – 600 Each

Packaging:
Brand: Utilco
Make/Model: PEL1B

42-220-10

156. Composite Single Phase Transformer Pad Basement $ 677.99 /Each
Acceptable: Electri-Glass #BP2000M-15-MTO-1
Estimated Quantity – 24 Each
Maintain Stock – 6 Each

Packaging:
Brand: Nordic
Make/Model: GS-42-48-16-MG-26X12

42-220-20

157. Transformer Pad, 42" X 42" x 4", with 12" X 27" Cable Opening, $ 281.06 /Each
Unistrut Type Mount, Polyethyiene for 25 KVA - 75 KVA
Acceptable: Pencell #TP-4227
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging:
Brand: Hubbell
Make/Model: TP4227

42-225-15

158. Nordic Fiberglass Box Pad for 3 phase fusing cabinet. , $ 2338.62 /Each
Acceptable: Nordic #GS-69-47-24RT-MG-56X12
Estimated Quantity - 8 Each
Maintain Stock - 2 Each

Packaging:
Brand: Nordic
Make/Model: GS-69-47-24RT-MG-56X12

42-225-18

159. Nordic Enclosure 200A 15kV 1P LD Brk Junction enclosed $ 1306.74 /Each
Acceptable: Nordic #ND-321840-MG-4152-B1
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging:
Brand: Nordic
Make/Model: ND-321840-MG-4152-B1A

42-250-05

160. Grade level pedestal for street lighting. $ 43.13 /Each
Acceptable: Pencell #PE-9HDX005P3
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging:_____
Brand: Hubbell/Pencell
Make/Model: PE9AHDX005P3

42-250-10

161. Above grade pedestal with 1 ½" hole located below grade for temp. service outlet. Munsell Green. $ 132.48 /Each
Acceptable: Pencell #AG-14HDNLTS05P3
Estimated Quantity - 96 Each
Maintain Stock - 12 Each

Packaging:_____
Brand: Nordic
Make/Model: PSPX2-91330-MG

42-250-40

162. Composite Pedestal, AASHTO M306, Tier-22 Grade Traffic Load . Bearing, below grade, "Electric" on anit-slip cover. $ 212.05 /Each
Acceptable: Channell Fiberx PN# BULKU1324150062002
Estimated Quantity - 18 Each
Maintain Stock - 6 Each

Packaging:_____
Brand: Channell
Make/Model: BULKU1324150062002

42-260-10

163. Bushing Plug Insert for 163LR-164LR Elbow $ 42.62 /Each
Acceptable: Elastimold #1601A4
Hubbell #215BI
Estimated Quantity - 170 Each
Maintain Stock - 25 Each

Packaging:_____
Brand: Hubbell
Make/Model: 215BI

42-260-20

164. Plug, Stand Off $ 53.26 /Each
Acceptable: Elastimold #161SOP
Hubbell #215SB
Estimated Quantity - 72 Each
Maintain Stock - 18 Each

Packaging:_____
Brand: ABB
Make/Model: 161SOP

42-270-10

165. Deadend Receptacle $ 41.79 /Each
Acceptable: Elastimold #160 DRG
Estimated Quantity – 120 Each
Maintain Stock – 25 Each

Packaging:
Brand: ABB
Make/Model: 160DRG

GROUP 7 - METERS

Lead time required for Group 7 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	50-502-01	
166.	Electronic meter, WH, 1 phase, 3 wire, 240 volt, class 200, 4 terminal 2S, socket type Acceptable: Landis & Gyr Focus #EA110000-0E10-FW2.21 Itron #N26-0500 Estimated Quantity – 300 Each Maintain Stock – 75 Each Packaging:_____ Brand: Itron Make/Model: N260500	$ 61.55 /Each
	50-502-03	
167.	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:_____ Brand: Itron Make/Model: N260501	$ 172.22 /Each
	50-502-04	
168.	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:_____ Brand: Itron Make/Model: N260502	$ 256.60 /Each
169.	50-502-07 Electronic meter, single phase, 3 wire, 240 volt, class 320, 4 terminal socket type. Acceptable: Landis & Gyr #EA140000-OE10-FW2.21 Focus Itron #N26-0503 Estimated Quantity – 12 Each Maintain Stock – 4 Each Packaging:_____ Brand: Itron Make/Model: N260503	$ 138.33 /Each

50-504-01

170. Electronic meter WHD, single phase, 240 volt, class 20, 6 terminal, 4S, transformer rated, self contained per spec. #MD00401E $ 256.60 /Each
Acceptable: Landis & Gyr #CEOJ0000-4000
Itron #N26-0504
Estimated Quantity – 8 Each
Maintain Stock – 2 Each

Packaging:
Brand: Itron
Make/Model: N260504

50-509-01

171. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 20, 13 terminal, 3 strator, transformer rated per spec. #MD00901E $ 331.90 /Each
Acceptable: Landis & Gyr #4E00000A-0000
Itron #N26-0505

Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging:
Brand: Itron
Make/Model: N260509 - Updated P/N

50-512-01

172. Electronic meter, 3 phase, 3 wire network, 120 volt, class 200, 5 terminal, 25S, socket type, self contained. $ 165.52 /Each
Acceptable: Landis & GYR #EA0A0000-0E10
Itron #N26-0506
GE #KV2C PER IPL SPEC
Estimated Quantity – 15 Each
Maintain Stock – 4 Each

Packaging:
Brand: Itron
Make/Model: N260506

50-516-01

173. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 200, 7 terminal, 16S, 3 strator, socket type, self contained. $ 331.69 /Each
Acceptable: Landis & GYR #4EOB000A-0000
GE #KV2C – PER IP&L SPEC.
Itron #N26-0507
Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging:
Brand: Itron
Make/Model: N260510 - Updated P/N

GROUP 8 - METER SOCKETS AND HUBS

Lead time required for Group 8 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	51-100-01	
174.	Meter Socket 100 AMP, 4 terminal, ringless Acceptable: Milbank #U7487 RLTG Estimated Quantity - 19 Each Maintain Stock - 6 Each Packaging:_____ Brand: Milbank Make/Model: U7487RLTG	$ 58.15 /Each
	51-100-02	
175.	Meter Socket 2 position 4 terminal, 100 AMP, ringless, factory bussed. Acceptable: Milbank #U8212 RL Estimated Quantity - 18 Each Maintain Stock – 6 Each Packaging:_____ Brand: Milbank Make/Model: U8212RL	$ 282.79 /Each
	51-100-05	
176.	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:_____ Brand: Milbank Make/Model: UC7445RL	$ 257.96 /Each
	51-200-01	
177.	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:_____ Brand: Milbank Make/Model: S3050RLTG	$ 65.98 /Each

51-200-03

178. Meter socket 7 terminal, 200 AMP continuous duty, ringless for overhead and underground service. $ 265.90 /Each
Acceptable: Milbank #U9701 RRL
Estimated Quantity - 16 Each
Maintain Stock - 4 Each

Packaging:
Brand: Milbank
Make/Model: U9701RRL

51-320-01

179. Meter socket 320 AMP, 4 terminal, with lever bypass. $ 379.44 /Each
Acceptable: Milbank #U1129-X
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging:
Brand: Milbank
Make/Model: U1129X

52-015-01

180. Cover, Poly, fits West. D4S, Duncan MS, GE I70 Sang. J4. $ 5.32 /Each
Acceptable: MRS #1P-XLPMR This item was discontinued. Best replacement below.
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging:
Brand: Vision Metering
Make/Model: ST-VM-PC-XLP

52-020-20

181. Meter Hub 2 inch. $ 7.00 /Each
Acceptable: Milbank #A7517
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging:
Brand: Milbank
Make/Model: A7517

52-040-01

182. Padlock with 11/16” hasp, anker lock, plastic locking ferrell $ 30.43 /Each
Acceptable: Inner-Tite #E-S6290L
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging:
Brand: Inner-tite
Make/Model: ES6290L

52-050-01

183. Meter Locking Assembly Complete with Ring, Housing & Lock. $ 14.77 /Each
Acceptable: Inner-Tite #E-S6900H
Estimated Quantity – 100 Each
Maintain Stock - 24 Each

Packaging:
Brand: Inner-tite
Make/Model: ES6900H

52-050-04

184. Locking Assembly for Ringless Sockets $ 18.98 /Each
Acceptable: Inner-Tite #ES6980PL
Estimated Quantity – 100 Each
Maintain Stock - 24 Each

Packaging:
Brand: Inner-tite
Make/Model: ES6980PL

52-050-05

185. Locking Assembly for Ringless Sockets $ 27.62 /Each
Acceptable: Inner-Tite #E-S6200C (Ft. Knox)
Estimated Quantity - 100 Each
Maintain Stock - 24 Each

Packaging:
Brand: Inner-tite
Make/Model: ES6200CFTKNOX

52-100-01

186. Meter Closure Plate for use with “HO” hub opening (steel) $ 4.36 /Each
Acceptable: Milbank #A7551
Estimated Quality - 200 Each
Maintain Stock - 48 Each

Packaging:
Brand: Milbank
Make/Model: A7551

52-110-01

187. Blank meter socket cover. $ 2.32 /Each
Acceptable: Ekstrom #1-6002
Austin Inc. #PAL2
Estimated Quality - 240 Each
Maintain Stock - 60 Each

Packaging:
Brand: EJ Brooks
Make/Model: 1-6002

52-180-02

188. Demand meter seal, DARK GREEN, stamped “IP&L” in black. $ 0.26 /Each
Acceptable: Brooks #6300000-DARK GREEN
Estimated Quality – 5,000 Each
Maintain Stock – 1,000 Each

Packaging:
Brand: Tesco
Make/Model: #220-2

52-200-03

189. Plastic Padlock Meter Seal, Galvanized Hasp, stamped “IP&L” in white Black in Color. $ 0.66 /Each
Acceptable: EJ Brooks #6170600-5 BLACK
Estimated Quantity - 4,000 Each
Maintain Stock – 1,000 Each

Packaging:
Brand: EJ Brooks
Make/Model: 6170600-8

52-200-04

190. Plastic Padlock Meter Seal, Galvanized Hasp, stamped “IP&L” in black Red in Color. $ 0.30 /Each
Acceptable: EJ Brooks #6170600-1RED
Estimated Quantity – 3,600 Each
Maintain Stock – 1,000 Each

Packaging:
Brand: Tesco
Make/Model: #221-1-RB

52-200-05

191. Plastic Padlock Meter Seal, Galvanized Hasp, stamped “IP&L” in white Dark Blue in Color. $ 0.53 /Each
Acceptable: EJ Brooks #6170600-13 DARK BLUE
Estimated Quantity - 5,000 Each
Maintain Stock – 1,000 Each

Packaging:
Brand: Tesco
Make/Model: #221-3-RB

52-250-05

192. Meter Disconnect Sleeve for Socket Type Meter $ 0.30 /Each
Acceptable: Milbank #M-5
Brooks #600-MDD
Estimated Quantity – 7,000 Each
Maintain Stock – 1,000 Each

Packaging:
Brand: Milbank
Make/Model: M5

52-500-10

193. Meter Test Switch, 10 Pole with Solderless Terminals $ 225.86 /Each
Acceptable: Meter Devices #110-54521 ST
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging:_____
Brand: EJ Brooks
Make/Model: 11054521ST

GROUP 9 - CURRENT TRANSFORMERS

Lead time required for Group 9 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
	53-100-02	
194.	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: Brand: GEC Durham (Astra) Make/Model: 350KP	$ 124.13 /Each
	53-101-02	
195.	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: Brand: GEC Durham (Astra) Make/Model: 100P	$ 196.28 /Each
	53-101-04	
196.	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: Brand: GEC Durham (Astra) Make/Model: 102P	$ 156.31 /Each
	53-103-02	
197.	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: Brand: GEC Durham (Astra) Make/Model: 601	$ 164.81 /Each

53-103-04

198. Transformer, current, 400:5 radio, 600 volt, window type for pad mounted distribution transformer, per specification # CT10302 attached. $ 175.10 /Each
Acceptable: Astra AP-4, CAT. #603
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging:_____
Brand: GED Durham (Astra)
Make/Model: 603.

GROUP 10 - LAMPS, LUMINAIRES AND PHOTO CELLS

Lead time required for Group 10 items: Line dependent, will stock required quantity

	ITEMS	UNIT PRICE
199.	60-300-07 Area Flood light, 78W LED Acceptable:Howard Ind UFB3MD64YBP10N Estimated Quantity - 24 EachMaintain Stock - 12 Each Packaging: Brand: Salco (Part of Howard Lighting) Make/Model: UFB3MD64YBP10N	$ 251.28 /Each
200.	60-300-15 Area Flood light, 150W LED Acceptable:Howard Ind UFB3MD64YBP15N Estimated Quantity - 108 EachMaintain Stock - 24 Each Packaging: Brand: Salco (Part of Howard Lighting) Make/Model: UFB3MD64YBP15N	$ 251.28 /Each
201.	60-406-70 70W LED LUM w/pc arm Acceptable:Evluma AX-70-50-5-D-P-STD-6 Estimated Quantity - 300 EachMaintain Stock - 24 Each Packaging: Brand: Evluma Make/Model: AX-70-50-5-D-P-STD-6	$ 287.24 /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: Brand: American Electric Lighting Make/Model: RK11PKG3	$ 37.24 /Each
203.	60-900-55 LED Roadway Luminaire, 55W 120/208/240/277V. Acceptable:Howard Ind LRS1DMV34KGY1P7N, Evluma RX1-050C4T3G0-F7HGL0-A0BN Estimated Quantity – 200 Each Maintain Stock – 24 Each Packaging: Brand: Evluma Make/Model: RX1-050C4T3G0-F7HGLO-A0B	$ 235.54 /Each

60-901-60

204. LED Roadway Luminaire, 160W 120/208/240/277V $ 379.15 /Each
Acceptable:HowardIndLRM1VMV24KGY1P7NP15,
EvLuma RX2-160E4T2G0-F7HGL0-A0BN
Estimated Quantity – 36 Each
Maintain Stock – 12 Each

Packaging:_____
Brand: Evluma
Make/Model: RX2-160E4T2GO-F7HGL0-A0B

60-902-70

205. LED Roadway Luminaire, 270W 120/208/240/277V $ 413.62 /Each
Acceptable:Howard Ind LRL1KMV24KGY1P7N,
EvLuma RX2-220E4T2G0-F7HGL0-A0BN
Estimated Quantity – 60 Each
Maintain Stock – 12 Each

Packaging:_____
Brand: Evluma
Make/Model: RX2-220E4T2G0-F7HGL0-A0B

63-000-01

206. Photo Control, Dual Volt, 1000W $ 13.09 /Each
Acceptable:Howard Ind HI-LL-127-15-BK-A
Estimated Quantity – 150 Each
Maintain Stock – 24 Each

Packaging:_____
Brand: Salco (Part of Howard Lighting)
Make/Model: HI-LL-127-A5-BK-A

MISCELLANEOUS
REQUIREMENTS

1. Bidders must accept the City's Terms & Conditions without exceptions in order to be considered for award.
2. Questions must be submitted through Public Purchase. The deadline for questions is 2:00 PM local time on December 2, 2025.
3. Bids must be received by 2:00 PM local time on December 5, 2025 through Public Purchase.
4. The City reserves the right to make multiple awards.
5. Please list a contact person for questions regarding the bid response.
6. A bid tabulation and Notice of Award will be posted on Public Purchase upon completion of the evaluation. Bid results will not be provided over the phone.
7. 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.

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 () renewal of this Contract: Yes X

No

Escalator/Deescalator Method: Agreed upon increases based on market/manufacturers.

Vendor agrees to a third-year () renewal of this Contract:

Yes X No

Escalator/Deescalator Method: Agreed upon increases based on market/manufacturers.

Vendor agrees to a fourth-year () renewal of this Contract:

Yes X No

Escalator/Deescalator Method: Agreed upon increases based on market/manufacturers.

Vendor agrees to a fifth-year () renewal of this Contract:

Yes X No

Escalator/Deescalator Method: Agreed upon increases based on market/manufacturers.

Does the vendor accept procurement cards without service fees for all orders?

Yes X No

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 Provided they align with Wesco T&C's.

Procedure for expediting orders when shipment must be received in less than normal time period:

Contact Sales for Escalations

Representative of your company responsible for administration (primary contact) of this agreement:

Name: Matt Valentine

Title: Sr. Manager, Sales

Phone/Fax: 913-981-3669

Email: matt.valentine@anixter.com

22656 W 167th ST
OLATHE, KS 66062

Phone: 913.202.6945
Fax: 913.281.7767

www.anixterpowersolutions.com

Utility Hardware Bid 25064

Quotation: U00796201.00

To: **INDEPENDENCE POWER & LIGHT DPT**
21500 EAST TRUMAN ROAD
DOCK A
INDEPENDENCE, MO 64056
Attn: **Phil Camerlynck**
Phone:
Fax: **8163257470**

Issued Date: **Dec 19, 2025**
Expiration Date: **Jan 16, 2026**
Sales Contact: **Angela Livingston**
(P)
(F)
angela.livingston@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**AF8868** BLT DBL ARM 5/8"X18" 4 SQU NUT **STD PKG:** 25 CPN: 30-012-18	96	4.580	EA	439.68
2		**AF8870** BLT DBL ARM 5/8"X20" 4 SQU NUT **STD PKG:** 25 CPN: 30-012-20	120	4.660	EA	559.20
3		**AF8872** BLT DBL ARM 5/8"X22" 4 SQU NUT **STD PKG:** 25 CPN: 30-012-22	60	5.220	EA	313.20
4		**50200BB-C** BOLT DURIUM 1/2" X 2" CPN: 30-013-20	575	11.380	EA	6,543.50
5		**AF9410** BOLT OVAL EYE 5/8"X10" HDG SQU NUT **STD PKG:** 25 CPN: 30-014-10	100	4.060	EA	406.00
6		**J9412** BOLT OVALEYE 5/8" X 12" **STD PKG:** 20 CPN: 30-014-12	70	3.780	EA	264.60
7		**AF8706** BLT MACH 1/2"X6" HDG SQU HEAD 1 SQU NUT **STD PKG:** 100 CPN: 30-015-06	450	1.270	EA	571.50
8		**J8810** BOLT MACH 5/8"X10" **STD PKG:** 50 CPN: 30-016-10	850	1.710	EA	1,453.50

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
9		**J8812** BOLT MACH 5/8"X12" **STD PKG:** 50 CPN: 30-016-12	3500	1.900	EA	6,650.00
10		**J8814** BOLT MACH 5/8"X14" **STD PKG:** 25 CPN: 30-016-14	850	2.160	EA	1,836.00
11		**AF8816** BLT MACH 5/8"X16" HDG SQU HEAD 1 SQU NUT **STD PKG:** 30 CPN: 30-016-16	180	2.610	EA	469.80
12		**AF8912** BOLT MACH 3/4" X 12" GALV **STD PKG:** 25 CPN: 30-017-12	112	4.110	EA	460.32
13		**AF8914** BOLT MACH 3/4" X 14" GALV **STD PKG:** 25 CPN: 30-017-14	100	4.750	EA	475.00
14		**AF-6030** BRACE XARM 42-1/2" 60" SPAN 30" DROP 9/16" **STD PKG:** 5 CPN: 30-031-42	215	27.150	PR	5,837.25
15		**F1CA-MV-A18-C7** BRKT FBRGLS INSU C/O & 18" ROD 1.5" DIA DBL POS CPN: 30-049-19	135	45.920	EA	6,199.20
16		**AF093** CLEVIS INSL SEC W/ SQ HOLE CPN: 30-060-10	2000	6.520	EA	13,040.00
17		**AFBVC-2** CONN BRONZE VICE 6 SOL-2 SOL CPN: 30-080-00	1000	2.810	EA	2,810.00
18		**BVC207** CONN TRAN TANK GRD 8-1/0 **STD PKG:** 100 CPN: 0-080-05	250	5.430	EA	1,357.50

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
19		**TYPE-03 FS** XARM 3-3/4" X 4-3/4" X 8' REA-03 FS **STD PKG:** 200 CPN: 30-100-08	200	138.300	EA	27,660.00
20		**TYPE-05 FS** XARM 3-3/4" X 4-/4" X 10' REA-05 FS **STD PKG:** 100 CPN: 30-100-10	55	170.220	EA	9,362.10
21		**EGP100** POLE GROUNDING PLATE COPPER CPN: 30-140-01	200	16.750	EA	3,350.00
22		**6258** ROD GRD 5/8IN X 8FT 10 MIL CU CLAD PTD TIP CPN: 30-140-08	300	17.030	EA	5,109.00
23		**INS-53-2** INSU SPOOL POLY ANSI 53-2 3IN **STD PKG:** 64 CPN: 30-159-10	2200	1.600	EA	3,520.00
24		**DEI-15** INSU DE SUSP 15KV POLY W/CLEVIS **STD PKG:** 15 CPN: 30-161-15	560	10.930	EA	6,120.80
25		**INS-15-PC-1** 55-3 PIN INSULATOR **STD PKG:** 36 CPN: 30-170-10	900	4.640	EA	4,176.00
26		**P4817** BRACE V/TD POLE KEY CPN: 30-200-10	12	129.520	EA	1,554.24
27		**GWM-7100-EA** MOULDING FOR GRD WIRE 8'X1/2" GRY POLY **STD PKG:** 125 CPN: 30-400-10	750	1.440	EA	1,080.00
28		**5876** NUT OVAL EYE 5/8" FORGED GALV CPN: 30-450-10	300	1.900	EA	570.00
29		**22009** SWEATBAND SPONGE DELUXE DRYBROW AA101 100/PK CPN: 30-451-10	300	0.160	EA	48.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
30		**22010** FUSE T-O-L 10 AMP KEARNEY CPN: 30-451-20	5000	0.200	EA	1,000.00
31		**AF8584** LOCKNUT MF SQU 3/4" HDG HOT DIP GALV **STD PKG:** 700 CPN: 30-451-30	350	0.320	EA	112.00
32		**50010HN** NUT HEX 1/2"-13 THRD BRZ CPN: 30-455-10	840	2.460	EA	2,066.40
33		**J204Z** PIN INSULATOR 5/8" SHNK 1" THRAD 56-1/2" NYL **STD PKG:** 25 CPN: 30-502-10	600	5.520	EA	3,312.00
34		**J1368Z** PIN PL 18 IN 1"THREAD 3 HL NYL **STD PKG:** 15 CPN: 30-503-10	360	12.980	EA	4,672.80
35		**J8754TP** LAG SCREW W/TWIST DRV 1/2 IN X 4 IN **STD PKG:** 200 CPN: 30-540-10	700	0.940	EA	658.00
36		**110120378** CAP SCREW 1/2" X 1" CPN: 30-542-15	350	0.020	EA	7.00
37		**J3316P** HOOK DRIVE 7/16"X4.75" WITH PILOT POINT **STD PKG:** 200 CPN: 30-543-10	500	1.620	EA	810.00
38		**8777** HOOK LAG SCREW 3/8" X 5" AND 1-3/4" GIMLET GALV **STD PKG:** 150 CPN: 30-544-10	240	2.650	EA	636.00
39		**J7487** STAPLE GALV 2 X 5/8 X .162 **STD PKG:** 1000 CPN: 30-551-10	6400	0.180	EA	1,152.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
40		**J6653** STAPLE 2 X 1/4 X .162 CU 2200 PCS-50# **STD PKG:** 50 CPN: 30-552-10	8400	19.090	LB	160,356.00
41		**J113** WASHER SQ CURVED 3" FOR 5/8" BOLT **STD PKG:** 50 CPN: 30-560-05	6000	1.780	EA	10,680.00
42		**AF6823** WASHER SQ CURVED 3X3X1/4" F/ 3/4" BOLT CPN: 30-560-15	300	1.570	EA	471.00
43		**50 FW BOX** WASHER SB FLAT RND 1/2" BLT SZ **STD PKG:** 5 CPN: 30-560-40	1500	2.390	EA	3,585.00
44		**J1073** WASHER SQ 2" X 1/8" 9/16" ID FOR 1/2" BOLT **STD PKG:** 300 CPN: 30-561-10	900	0.480	EA	432.00
45		**J1074** WASHER SQ 2" X 1/8" 11/16" ID FOR 5/8" BOLT **STD PKG:** 300 CPN: 30-561-15	900	0.430	EA	387.00
46		**6100** WASHER LOCK HELICAL SPRING STL 1/2" HVY D CPN: 30-562-10	500	0.100	EA	50.00
47		**50030SW** WASHER LOCK SPLIT 1/2" DURIUM BRZ PLT **STD PKG:** 100 CPN: 30-562-20	840	2.850	EA	2,394.00
48		**AFBC20** ASSEMBLY, HOT LINE CLAMP #8-2/0 CPN: 31-050-05	700	12.810	EA	8,967.00
49		**AF1540AGP** CLAMP HOTLINE 4/0-800 MAIN 8 - 2/0 TAP AL CPN: 31-050-30	72	27.570	EA	1,985.04
50		**ASO-398-1-N** CLAMP DE STRAIGHT BLTD AL .198"-.447" 1-U BOLT **STD PKG:** 25 CPN: 31-060-10	360	10.820	EA	3,895.20

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
51		**DES-ASO-858-2-N** CLAMP DE BLTD 4/0-556.5 CPN: 31-060-30	240	19.700	EA	4,728.00
52		**LC52AXB** CONN PAR GROOVE AL MN 8-2/0 TAP 8-3/0 CPN: 31-064-10	6000	3.220	EA	19,320.00
53		**PAE4141-9** CLAMP PARALLEL GROOVE MAIN & TAP **STD PKG:** 100 CPN: 31-064-20	3600	5.290	EA	19,044.00
54		**PAE3921-9-2** CLAMP PARALLEL GROOVE 2/0-397.5 MAN & 6-2/0 T **STD PKG:** 100 CPN: 31-064-30	360	7.240	EA	2,606.40
55		**9265AC-AGP** WIDE JAW HOT STIRRUP 6SOL-397AK TIN PLT CPN: 31-070-02	600	44.990	EA	26,994.00
56		**WR9** CONN COMPRESSION TAP 6-3A -14-8B STREET LIGH **STD PKG:** 500 CPN: 31-070-05	480	0.380	EA	182.40
57		**YC4C6** CONNECTOR COMPRESSN TAP CU 6-4A 6-6B **STD PKG:** 100 CPN: 31-075-10	360	1.060	EA	381.60
58		**1-602031-3** CONN WEDGE AL 556.5-336.4 **STD PKG:** 5 CPN: 31-080-40	240	33.630	EA	8,071.20
59		**1-602031-2** CONN WEDGE AL 556.5-556.5 **STD PKG:** 5 CPN: 31-080-65	48	33.630	EA	1,614.24
60		**69338-4** CARTRIDGE SHELL AMP YELL **STD PKG:** 25 CPN: 31-081-05	420	3.090	EA	1,297.80

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
61		**GRC58** CLAMP GRC 5/8" FOR 5/8" GRD ROD **STD PKG:** 25 CPN: 31-090-85	360	2.250	EA	810.00
62		**BCAC-P-IC-5D/6(B6)** GUARD,ANIMAL,FOR TX BUSHINGS,CYLINDRICAL **STD PKG:** 6 CPN: 31-095-02	200	4.760	EA	952.00
63		**SG-4500** GRIP DE SVC #6 6/1 7W 0.169-.198 RH ACSR/AL **STD PKG:** 300 CPN: 31-100-05	480	0.770	EA	369.60
64		**SG-4502** GRIP DE SVC #4 6/-7/1 7W 0.225-.257 RH ACSR/AL **STD PKG:** 300 CPN: 31-100-10	720	0.790	EA	568.80
65		**SG-4504** GRIP DE SVC #2 6-7/1 7W 0.290-.325 RH ACSR/AL **STD PKG:** 200 CPN: 31-100-15	700	0.960	EA	672.00
66		**HSG-4506** GRIP DE SVC 1/0 ACSR YELLOW 0.365-0.409 DIA **STD PKG:** 100 CPN: 31-100-20	360	1.360	EA	489.60
67		**SG4508** GRIP DE SVC 3/0 6/1 7W 0.451-.510 RH ACSR/AL CPN: 31-100-30	100	2.280	EA	228.00
68		**HSG-4509** GRIP DE SVC 4/0 ACSR **STD PKG:** 100 CPN: 31-100-45	120	1.980	EA	237.60
69		**TR64** SLEEVE TRIPLEX NEUTRAL 2 ACSR 5/8" DIE **STD PKG:** 150 CPN: 31-190-02	120	1.780	EA	213.60
70		**TR63** SLEEVE TRIPLEX NEUTRAL 4 ACSR 3/8" DIE **STD PKG:** 400 CPN: 31-190-04	120	1.880	EA	225.60

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
71		**TR61** SLEEVE TRIPLEX NEUTRAL 6 ACSR 5/8" DRIVE **STD PKG:** 150 CPN: 31-190-06	120	1.700	EA	204.00
72		**TIL-4W4W EN3750-574** SPLICE 6 STR-4SOL/6 STR-4 SOL SS300 CPN: 31-200-10	240	0.620	EA	148.80
73		**TIL-2W4W EN3750-580** SPLICE 6 STR-4 SOL/4 STR-2 SOL SS400 CPN: 31-200-15	300	0.710	EA	213.00
74		**TIL-2R4W EN3750-583** SPLICE 6 STR-4 SOL/2 STR SS200 CPN: 31-200-20	240	0.720	EA	172.80
75		**TIL-2W2W EN3750-581** SPLICE 4 STR-2 SOL/4 STR-2 SOL SS600 CPN: 31-200-30	800	0.620	EA	496.00
76		**TIL-2R2W EN3750-584** SPLICE 2 STR / 4 STR SS400 CPN: 31-200-35	600	0.720	EA	432.00
77		**es25r2w** CONNECTOR INSU SERV ENTRANCE 1/0ACSR - 4AL **STD PKG:** 100 CPN: 31-200-40	120	0.760	EA	91.20
78		**TIL-2R2R EN3750-585** SPLICE 2 STR / 2 STR SS400 CPN: 31-200-45	720	0.740	EA	532.80
79		**ES25R2R** SLEEVE SERVICE ENTRANCE INSULATED 1/0 - 2 STR **STD PKG:** 100 CPN: 31-200-50	300	0.760	EA	228.00
80		**ES25R25R** CONNECTOR COMPRESSION INS 1/0 STR 2/0 SOL **STD PKG:** 100 CPN: 31-200-55	800	0.760	EA	608.00
81		**IKL69** SLEEVE SERVICE ENTRANCE .840 DIE 4/0 MAIN & TAP **STD PKG:** 100 CPN: 31-200-65	100	3.190	EA	319.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
82		**21** PIN BLANKET NYLON W/ BOOTS CURVED JAW **STD PKG:** 12 CPN: 31-255-05	120	9.650	EA	1,158.00
83		**61** SPLICE AUTO CU 6 SOL **STD PKG:** 400 CPN: 31-255-10	120	4.560	EA	547.20
84		**27** SPLICE AUTO CU 2 STR OR 1 SOL TAKE FROM ECON'S EXCESS **STD PKG:** 50 CPN: 31-255-20	120	9.380	EA	1,125.60
85		**7652AP** SPLICE AUTO AL 2-4 STR TO #4 AAC **STD PKG:** 100 CPN: 31-259-20	360	7.380	EA	2,656.80
86		**YE2R-25** TERM PIN AL COMP 2 STR S-SOL PIN TP CU **STD PKG:** 25 CPN: 31-355-15	120	4.300	EA	516.00
87		**LDIC4011AS** TIE FORMED INSULATOR CPN: 31-400-25	130	5.760	EA	748.80
88		**UTC1112** TIE DIST C-NECK ACSR 556.5 26/7 636 .859-.96 CPN: 31-400-30	150	6.080	EA	912.00
89		**ALDW 6 AWG 25LB 13285201** TIE WIRE #6 ALUM CPN: 31-425-06	200	10.310	LB	2,062.00
90		**AFBVC-207-IT** CONN ARR GROUNDING #6-1/0 CPN: 31-999-10	135	5.700	EA	769.50
91		**UPC-500-12** PAR GRV CLAMP AL 250-500 INSUL PIERCE **STD PKG:** 4 CPN: 3199930	72	19.320	EA	1,391.04

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
92		**D-75-D** ROD ANCH PISA 3/4"X7' DE ASSY **STD PKG:** 5 CPN: 2-010-10	100	29.760	EA	2,976.00
93		**88135** ANCHOR 8IN HOLE ASPHALT COATED BLACK PAINTED **STD PKG:** 6 CPN: 32-020-08	24	31.730	EA	761.52
94		**AF2742** SHACKLE ANCH 5/8" PIN **STD PKG:** 50 CPN: 32-055-50	100	8.190	EA	819.00
95		**GDE2106** GRIP GUY DE 5/16 C-COAT 3-7W .312-.327 EHS GALV CPN: 32-060-10	105	4.280	EA	449.40
96		**GDE-2107** GRIP GUY DE 3/8" C-COAT 3-7W .356-.360 EHS GALV **STD PKG:** 50 CPN: 32-060-20	720	4.490	EA	3,232.80
97		**DES9108** GRIP GUY DE 7/16" C-COAT 7W .435 EHS GALV **STD PKG:** 20 CPN: 32-060-30	120	5.490	EA	658.80
98		**UGA-66-4** GUY ATTACHMENT 21000 1/2" MAX CBL INSU **STD PKG:** 25 CPN: 32-070-20	450	16.110	EA	7,249.50
99		**PG-5518** GUY MARKER 8' YEL RND **STD PKG:** 25 CPN: 32-080-10	200	6.830	EA	1,366.00
100		**5/16" EHS-250** GUY STRAND 5/16 EHS 250' C **STD PKG:** 250 CPN: 32-090-10	265	0.480	FT	127.20
101		**3/8" EHS-250** GUY STRAND 3/8 EHS CL-A A475 250' C **STD PKG:** 250 CPN: 32-090-20	2380	0.640	FT	1,523.20

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
102		**716EHSGS250C** GUY STRAND 7/16 EHS GALV 250' C **STD PKG:** 250 CPN: 32-090-30	396	0.940	FT	372.24
103		**ZRP010-0C00100** ARR RISER 10KV POLY MCOV W/BIRD GUARD **STD PKG:** 5 CPN: 33-002-10	100	55.350	EA	5,535.00
104		**ZHP010-0C00100** ARR DIST 10KV HVY D POLY W/ XARM BRKT/BIRD CAP **STD PKG:** 32 CPN: 33-002-25	120	48.710	EA	5,845.20
105		**AHD-10B-1GD-1X1-1D** ARR TANK MT 10KV TRANSFORMER MOUNT 8.4 MCOV PO CPN: 33-003-10	300	55.080	EA	16,524.00
106		**CSG15-100A-110-CX-10KA** BRKT C/O 15KV POLY 100A 110BIL 10KA XTENDZ CPN: 33-013-10	550	78.200	EA	43,010.00
107		**FNQ20** FUSE TIME DELAY TYPE 500V 20AMP FOR BREAKAWAY CPN: 33-027-15	60	20.060	EA	1,203.60
108		**DYU-M** HOLDER FUSE 30 AMP 500V WTRPRF **STD PKG:** 10 CPN: 33-028-30	120	54.270	EA	6,512.40
109		**EF5STDPCIR** FUSE LINK 5 AMP STD REMOVABLE HEAD CPN: 33-030-05	360	3.270	EA	1,177.20
110		**EF7STDPCIR** FUSE LINK 7 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-07	360	3.270	EA	1,177.20
111		**EF10STDPCIR** FUSE LINK 10 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-10	180	3.270	EA	588.60
112		**EF20STDPCIR** FUSE LINK 20 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-20	120	3.270	EA	392.40

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
113		**EF30STDPCIR** FUSE LINK 30 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-30	120	3.410	EA	409.20
114		**EF50STDPCIR** FUSE LINK 50 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-50	120	3.410	EA	409.20
115		**EF65STDPCIR** FUSE LINK 65 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-65	120	4.690	EA	562.80
116		**EF80STDPCIR** FUSE LINK 80 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-030-80	120	5.250	EA	630.00
117		**EF100STDPCIR** FUSE LINK 100 AMP UNIV STD SPD REMOVEABLE HD CPN: 33-031-00	180	5.820	EA	1,047.60
118		**HDS-600A-IN-35S-200-U-L** SWITCH LINE TENSION DISCON 15/2 CPN: 33-200-10	18	345.750	EA	6,223.50
119		**HDS-600A-15S-110-DT1D-H** SWITCH HOOKSTICK DISC 14.4KV 110BIL CPN: 33-220-02	36	342.300	EA	12,322.80
120		**SLC303X** CONN MECHANICAL INSU ABOVE GROUND KIT CPN: 40-036-00	180	10.930	EA	1,967.40
121		**PED4-350SSP** CONN SEC URD DIRECT 10-350MCM AL/CU 4 COND CPN: 40-036-04	680	17.860	EA	12,144.80
122		**PED6-350SSP** CONN SEC URD DIRECT 10-350MCM AL/CU 6 COND CPN: 40-036-06	130	23.400	EA	3,042.00
123		**PTF6-350CJNUSLP** BAR SECNDRY 6-HL STREET TOP SLIP FITTER STYLE CPN: 40-055-05	130	23.450	EA	3,048.50
124		**215LE43** CONN ELBOW 15KV 200A LB .61-.97 #2 - #1 **STD PKG:** 20 CPN: 40-075-05	220	45.740	EA	10,062.80

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
125		**215LE58** CONN ELBOW 15KV 200A LB 4/0 W/O TP **STD PKG:** 20 CPN: 40-075-30	100	45.740	EA	4,574.00
126		**42151** CLEANER POWER CABLE CP KIT INCLUDES 3 WIPES CPN: 40-160-10	200	5.660	EA	1,132.00
127		**SL5** LUBRICANT SILICONE 5 OZ **STD PKG:** 24 CPN: 40-320-10	80	13.240	EA	1,059.20
128		**CSTOS-152J** TERM KIT UNV #4-4/0 CPN: 40-410-30	84	47.980	EA	4,030.32
129		**CSTO-154J** TERMINATION RISER COLD SHRNK 600-1250KCMIL 15K CPN: 40-410-50	80	99.290	EA	7,943.20
130		**368** TAPE RED BURIED ELECTRIC LINE BELOW 6X1000 4 MIL **STD PKG:** 4 CPN: 40-600-10	24	47.520	RO	1,140.48
131		**SUPER 33+3/4X66** TAPE ELEC VINYL 3/4"X66' **STD PKG:** 100 CPN: 40-600-20	37	6.400	EA	236.80
132		**A2169.33A** BRACKET CONDUIT STANDOFF SINGLE RISER **STD PKG:** 100 CPN: 41-004-01	600	17.680	EA	10,608.00
133		**925354** CEMENT PVC W/APPLICATORCLEAR 1PT C CPN: 41-007-10	320	11.120	EA	3,558.40
134		**2GRC** CONDUIT GRC 2"X10'L CPN: 41-008-10	240	11.510	FT	2,762.40
135		**P200SCH40** DUCT PVC 2" SCH40 1250# TAPE LUBE BLK/RED STRIP **STD PKG:** 3000 CPN: 41-017-20	20000	0.580	FT	11,600.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
136		**P300SCH40** DUCT PVC 3" SCH40 PULL ROPE/LUBE CPN: 41-017-30	3000	1.250	FT	3,750.00
137		**8108-ATKOR** CONDUIT PVC 2IN X 10FT SCH 40 CPN: 41-018-20	20000	0.880	FT	17,600.00
138		**55094804** CONDUIT 2" FLEX NON-METALIC 250' CPN: 41-018-25	2400	2.100	FT	5,040.00
139		**8112-ATKOR** CONDUIT PVC 3IN X 10 FT CPN: 41-018-30	5000	1.680	FT	8,400.00
140		**3" FLEX** CONDUIT 3" FLEX NON-METALIC 250' CPN: 41-018-35	1000	2.490	FT	2,490.00
141		**8116-ATKOR** CONDUIT 4IN X 10FT PVC CPN: 41-018-40	1200	2.310	FT	2,772.00
142		**8124-ATKOR** CONDUIT 6IN X 10FT PVC SCH40 LONG BELL END CPN: 41-018-60	1200	4.260	FT	5,112.00
143		**9308-ATKOR** CONDUIT PVC 2IN X 10FT SCH 80 BELL END CPN: 41-019-20	1200	1.390	FT	1,668.00
144		**59606** COUPLING PVC 2" SCH40 PVC CPN: 41-020-20	420	0.600	EA	252.00
145		**59608-ATKOR** COUPLING PVC 3" CPN: 41-020-30	100	1.760	EA	176.00
146		**59610-ATKOR** COUPLING PVC 4IN CPN: 41-020-40	75	2.720	EA	204.00
147		**1414** ELBOW PVC SCH40 24"R X 90DEG X 2" CPN: 41-043-20	120	25.320	EA	3,038.40

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
148		**J-27** CABLE PULLING LUBE 1QT.FRONT END PACKS 12/ **STD PKG:** 12 CPN: 41-065-20	100	8.250	EA	825.00
149		**924082** CONDUIT FITTING SLIP MET ER RISER PVC SCH 40 2IN CPN: 41-097-10	150	32.450	EA	4,867.50
150		**1256** 1256 RED MINI MARKER CPN: 41-300-21	120	15.870	EA	1,904.40
151		**8132B0010J001** ELBOW ARR 10KV MOVE 200A CPN: 42-080-10	60	85.030	EA	5,101.80
152		**3237686C10M** ARRESTER PARKING STAND MOVE 10KV 200A CPN: 42-080-15	24	285.600	EA	6,854.40
153		**ND-2202248-MG-125-4152-B1A** SECT FBRGLS CABINET 18" X 28" X 21" CPN: 42-100-05	10	1,199.870	EA	11,998.70
154		**ND-552454-MB-PA58-4152-W3A** SECT FBRGLS CABINET DOGHOUSE 3PH 200AMP CPN: 42-130-03	10	2,580.300	EA	25,803.00
155		**PEL-1B** LOCK ENCL DISPO 2IN LENGTH 4 ALUMOWELD **STD PKG:** 100 CPN: 42-200-05	2000	1.160	EA	2,320.00
156		**GS-42-48-16-MG-26x12** SLV GRD FBRGLS 1P 42X48X16" MUN GRN CPN: 42-220-10	24	677.990	EA	16,271.76
157		**TP4227** TRANSFORMER PAD CPN: 42-220-20	12	281.060	EA	3,372.72
158		**GS-69-47-24RT-MG-56X12** PAD BOX FBRGLS FOR 3PH FUSING CABINET CPN: 42-225-15	8	2,338.620	EA	18,708.96
159		**ND-321840-MG-4152-B1A** NORDIC ENCLOSURE 200A 15kV 1P LD BRK JUNCTION CPN: 42-225-18	12	1,306.740	EA	15,680.88

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
160		**PE9AHDX005P3** PED GRADE LEVEL FOR STREET LIGHT CPN: 42-250-05	12	43.130	EA	517.56
161		**PSPX2-91330-MG** PED ABOVE GRADE W/ 1-1/2" HOLE FOR TEMP CPN: 42-250-10	96	132.480	EA	12,718.08
162		**BULKU1324150062002** PED COMPOSITE AASHTO M306 TIER 22 GRADE CPN: 42-250-40	18	212.050	EA	3,816.90
163		**215BI** INSERT LD BRK BUSHING 15KV 200A **STD PKG:** 25 CPN: 42-260-10	170	42.620	EA	7,245.40
164		**161SOP** 200A 15KV INS PARKING BUSHING CPN: 42-260-20	72	53.260	EA	3,834.72
165		**160DRG** CAP INSU PROTECT 200A W/DRAIN WIRE 8.3/14.4KV CPN: 42-270-10	120	41.790	EA	5,014.80
166		**N260500** METER C1S FORM 2S CL200 CPN: 50-502-01	300	61.550	EA	18,465.00
167		**N260501** METER C1SD C12 19 FORM 2S CL200 CPN: 50-502-03	24	172.220	EA	4,133.28
168		**N260502** METER C1SD C12 19 FORM 2S CL320 CPN: 50-502-04	8	256.600	EA	2,052.80
169		**N260503** METER C1S FORM 2S CL320 CPN: 50-502-07	12	138.330	EA	1,659.96
170		**N260504** METER C1SD C12 19 FORM 4S CL20 CPN: 50-504-01	8	256.600	EA	2,052.80
171		**N260509** METER POLY FORM 8/9S KWH/KW CPN: 50-509-01	18	331.900	EA	5,974.20

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
172		**N260506** METER CM1S FORM 12S CL200 CPN: 50-512-01	15	165.520	EA	2,482.80
173		**N260507** METER WHD 16S CL200 CPN: 50-516-01	18	331.690	EA	5,970.42
174		**U7487-RLTG** SOCKET METER 125A 4T HO RINGLESS TRIPLEX GRD **STD PKG:** 24 CPN: 51-100-01	19	58.150	EA	1,104.85
175		**U8212-RL** SOCKET2-POSITION 4-TERM 100A **STD PKG:** 6 CPN: 51-100-02	18	282.790	EA	5,090.22
176		**UC7445-RL** SOCKET 13-TERM 20A TRAN CPN: 51-100-05	18	257.960	EA	4,643.28
177		**S3050-RLTG** METER SOCKET 200A 4-TERM RING **STD PKG:** 108 CPN: 51-200-01	240	65.980	EA	15,835.20
178		**U9701-RRL** SOCKET 200 AMP 7 TERM. RINGLESS CPN: 51-200-03	16	265.900	EA	4,254.40
179		**U1129-O** METER SOCKET 320A 4-TERM CPN: 51-320-01	12	379.440	EA	4,553.28
180		**ST-VM-PC-XLP** COVER METER LOW PROFILE POLYCARBONATE CPN: 52-015-01	60	5.320	EA	319.20
181		**A7517** BOLT ON HUB 2" **STD PKG:** 100 CPN: 52-020-20	60	7.000	EA	420.00
182		**ES6290L** PADLOCK W/ 11/16” HASP ANCHOR LOCK CPN: 52-040-01	80	30.430	EA	2,434.40

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
183		**ES6900H** METER LOCK ASSEMBLY W/ RING HOUSING LOCK CPN: 52-050-01	100	14.770	EA	1,477.00
184		**ES6980PL** LOCK ASSEMBLY FOR RINGLESS SOCKET CPN: 52-050-04	100	18.980	EA	1,898.00
185		**ES6200CFTKNOX** LOCK ASSEMBLY FOR RINGLESS SOCKET CPN: 52-050-05	100	27.620	EA	2,762.00
186		**A7551** HUB OPENING COVER PLATE **STD PKG:** 10 CPN: 52-100-01	200	4.360	EA	872.00
187		**1-6002** COVER BLADED METER SKT CLEAR 4 MOLDED BLADES **STD PKG:** 100 CPN: 52-110-01	240	2.320	EA	556.80
188		**#220-2** METER SEAL DARK GREEN CPN: 52-180-02	5000	0.260	EA	1,300.00
189		**6170600-8** PADLOCK PLASTIC METER SEAL GALV HASP BLK CPN: 52-200-03	4000	0.660	EA	2,640.00
190		**#221-1-RB** PADLOCK PLASTIC METER SEAL GALV HASP RED CPN: 52-200-04	3600	0.300	EA	1,080.00
191		**#221-3-RB** PADLOCK PLASTIC METER SEAL GALV HASP DRK BLUE CPN: 52-200-05	5000	0.530	EA	2,650.00
192		**M5** SOCKET METER DISCONN SLEEVE CPN: 52-250-05	7000	0.300	EA	2,100.00
193		**110-54521-ST** METER TEST SWITCH 10 POLE NO SOLDER TERM CPN: 52-500-10	12	225.860	EA	2,710.32
194		**350KP** CT 200:5 600V WINDOW TYPE MINI CPN: 53-100-02	24	124.130	EA	2,979.12

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
195		**100P** CT 200:5 600V LARGE WINDOW TYPE CPN: 53-101-02	24	196.280	EA	4,710.72
196		**102P** CT 400:5 600V LARGE WINDOW TYPE CPN: 53-101-04	24	156.310	EA	3,751.44
197		**601** POLE GAIN PLASTIC CPN: 53-103-02	24	164.810	EA	3,955.44
198		**603 CT** CT 400:5 600V FOR PAD MT CPN: 53-103-04	24	175.100	EA	4,202.40
199		**UFB3MD64YBP10N** LED LIGHT FLD 78W CPN: 60-300-07	24	251.280	EA	6,030.72
200		**UFB3MD64YBP15N** LED LIGHT FLD 150W CPN: 60-300-15	24	251.280	EA	6,030.72
201		**AX-70-50-5-D-P-STD-6** LUM AREAMAX LED 70W 5000K CCT TYPE V DOME CPN: 60-406-70	300	287.240	EA	86,172.00
202		**RK11PKG3** ARM MAST 1-1/4" FOR 70W LED CPN: 62-030-30	300	37.240	EA	11,172.00
203		**RX1-050C4T3G0-F7HGLO-A0B** LED ROADWAY LIGHT 55W 20/208/240/277V CPN: 60-900-55	200	235.540	EA	47,108.00
204		**RX2-160E4T2GO-F7HGL0-A0B** LED ROADWAY LIGHT 160W 120/208/240/277V CPN: 60-901-60	36	379.150	EA	13,649.40
205		**RX2-220E4T2G0-F7HGL0-A0B** LED ROADWAY LIGHT 270W 20/208/240/277V CPN: 60-902-70	60	413.620	EA	24,817.20
206		**HI-LL-127-A5-BK-A** PHOTO CONTROL LED LL TWIST LOCK BLACK CPN: 63-000-01	150	13.090	EA	1,963.50

SECTION TOTAL: $1,141,614.32

QUOTE TOTAL: **$1,141,614.32**

Special Notes

1) All items are In Stock unless otherwise noted.
2) All item pricing on this quote is valid for thirty days unless otherwise specified.
3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue purchase order(s) to Graybar Electric in the amount of $500,000 for utility hardware, and to authorize up to ten percent (10%) of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

The utility hardware contracts are necessary to ensure pricing and availability of safety stock and long lead-time items for the IPL warehouse. This PO of for hardware used extensively by the Transmission and Distribution Division. Contracts were awarded in 2026 to the lowest and most responsive bidder by inventory group per ITB 25064. These contracts have been in place for several years and are necessary in future years to ensure availability of utility hardware products for day-to-day operations and timely responses to power outages.

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, provided sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is $550,000, including contingency. Funding for the utility hardware is included in the fiscal year 2026-2027 proposed budget, page 214-215, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine

Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Graybar Independence ITB #25064 Proposal

INDEPENDENCE
* MISSOURI *

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

INVITATION TO BID #25064

UTILITY HARDWARE

Response Deadline Date and Time: November 18, 2025, at 2:00pm

Deadline for questions is 2:00 p.m. local time on November 13, 2025
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 Phone Number 816-993-8152
(Please print or type)

Address 1221 E 13th Street City Kansas City State MO Zip 64106

Name of Authorized Agent Zachary Hayes Email Zachary.Hayes@graybar.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.

which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, 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. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

10. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

11. GENERAL GUARANTY AND WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract.

Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

12. PATENTS

The Contractor 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 Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

13. INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

14. TERMS OF PAYMENT

The City's preferred method of payment is the City's MasterCard credit card. No processing or additional fees shall added to the invoice or payment. Unless otherwise noted, the City's payment terms are NET thirty (30) days from receipt of invoice.

15. 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.

16. EXPENSES

The City shall not be liable to the Contractor 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

26. GENERAL INDEMNIFICATION

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

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.

27. 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.

28. INSURANCE

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".

Informal Purchases (less than $50,000)
(1) General Liability Insurance, with a $500,000 combined single limit.

Formal Purchases ($50,000 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.

29. AVAILABILITY OF FUNDING

Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Agreement, 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.

30. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts on behalf of the City. This Agreement does not create a partnership between the parties.

Instructions to Bidders

The instructions described herein shall apply to all purchases of materials, equipment and supplies. These instructions shall prevail unless otherwise modified by the City within the bid document.

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website, www.indepmo.org. Click *Business on the Home Page, the Business icon on the next page,* and *View Bid Opportunities*. Bidders using a bid form not obtained www.publicpurchase.com risk not receiving necessary addenda, possibly eliminating their bids from consideration.

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.

1. DEFINITIONS

A. The term "City" means the City of Independence, MO.
B. The term "Contractor" means the person or organization that receives the award in the bid process.
C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid.
D. The term "bid document" means the ITB.
E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a sealed bid.
F. The term "bid" means the price submitted by the bidder in response to an ITB.

2. 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 bid document. Failure to do so will be at the bidder's risk.
B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. The person signing the offer must initial erasures or other changes. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
C. Unit price for each unit bid shall be shown and such price 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 will be presumed to be correct.
D. Bidders are to prepare their bids for City projects without including sales tax.
E. Alternate bids for supplies or services other than those specified will not be considered, unless authorized by the invitation.
F. Bidder must state a definite time for delivery of supplies or services, unless otherwise specified in the invitation.
G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
J. Prices quoted are to be firm and final.
K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted, unless otherwise specified on the bid page.
L. Bidders shall submit one (1) electronic copy of the bid, via www.publicpurchase.com.
M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

3. 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

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.

5. 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; and

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.

6. SUBMISSION OF BIDS

A. Bids and any modification thereof (addendum) shall be submitted electronically, via www.publicpurchase.com.

B. Telephonic or faxed bids will not be considered, unless authorized by the invitation.

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 by the invitation.

D. Bids will be opened electronically at the date and time indicated on the Cover Page. After opening, no pricing information will be provided until, in the case of an informal bid (up to $50,000), the five-day protest period has passed, or, in the case of a formal bid (over $50,000), a Notice of Intent to Award has been posted on the City's website/www.publicpurchase.com. Following either of the above scenarios, the bid tabulation will be posted at www.publicpurchase.com.

7. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via 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.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid via www.publicpurchase.com. This must be completed prior to the stated time of the bid opening.

8. LATE BIDS

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

9. 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 bid document.

Utility Hardware
Invitation to Bid
Commodity/Service Code 286-30

GROUP 1 – UTILITY HARDWARE GROUP 2

– CONNECTORS

GROUP 3 – ARRESTERS

GROUP 4 – CUTOUTS AND FUSES

GROUP 5 – PVC CONDUIT AND COUPLINGS GROUP 6 –

UNDERGROUND MATERIAL GROUP 7 – METERS

GROUP 8 – METER SOCKETS AND HUBS GROUP 9 –

CURRENT TRANSFORMERS

GROUP 10 – LAMPS, LUMINAIRES AND PHOTO CELLS

GROUP 1 - UTILITY HARDWARE

Lead time required for Group 1 items: Stock - 18 wks

	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 Packaging: 25 Brand: Alumaform Make/Model: AF8868	$ 4.78 /Each
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 Packaging: 25 Brand: Alumaform Make/Model: AF8870	$ 4.87 /Each
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 Packaging: 20 Brand: Alumaform Make/Model: AF8872	$ 5.44 /Each
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 Packaging: 1 Brand: Burndy Make/Model: 48247	$ 4.76 /Each

30-014-10

5. Eye Bolt, Oval, 5/8" X 10" $4.23 /Each
Acceptable: Joslyn #9410
Hubbell #29960
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: Alvma form
Make/Model: AF9410

30-014-12

6. Eye Bolt, Oval 5/8" X 12" $4.69 /Each
Acceptable: Joslyn #J9412
Hubbell #29962
Estimated Quantity - 70 Each
Maintain Stock - 50 Each

Packaging: 25
Brand: Alvma form
Make/Model: AF 9412

30-015-06

7. Bolt, Machine, 1/2" X 6" $1.32 /Each
Acceptable: Joslyn #J-8706
Hubbell #8706
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Alvma form
Make/Model: Af 8706

30-016-10

8. Bolt, Machine 5/8" x 10" $2.10 /Each
Acceptable: Joslyn #J-8810
Hubbell #8810
Estimated Quantity - 850 Each
Maintain Stock - 300 Each

Packaging: 50
Brand: Alvma form
Make/Model: AF 8810

30-016-12

9. Bolt, Machine 5/8" x 12" with nuts — $ 2.17 /Each
   Acceptable: Joslyn #J-8812
   Hubbell #8812
   Estimated Quantity - 3500 Each
   Maintain Stock - 900 Each

   Packaging: 50
   Brand: HUBBELL
   Make/Model: 8812

30-016-14

10. Bolt, Machine 5/8" x 14" with nuts — $ 2.61 /Each
    Acceptable: Joslyn #J-8814
    Hubbell #8814
    Estimated Quantity - 850 Each
    Maintain Stock - 200 Each

    Packaging: 30
    Brand: Alumaform
    Make/Model: AF8814

30-016-16

11. Bolt, Machine, 5/8" X 16" — $ 2.72 /Each
    Acceptable: Joslyn #J-8816
    Hubbell #8816
    Estimated Quantity - 180 Each
    Maintain Stock - 50 Each

    Packaging: 30
    Brand: Alumaform
    Make/Model: AF8816

30-017-12

12. Bolt, Machine, 3/4" X 12" — $ 4.17 /Each
    Acceptable: Joslyn #J-8912
    Hubbell #8912
    Estimated Quantity - 112 Each
    Maintain Stock - 25 Each

    Packaging: 30
    Brand: Ronagnolo
    Make/Model: R-8912

30-017-14

13. Bolt, Machine, 3/4" X 14" — $ 4.96 /Each
    Acceptable: Joslyn #J-8914
    Hubbell #8914
    Estimated Quantity - 100 Each
    Maintain Stock - 24 Each

    Packaging: 25
    Brand: Alumaform
    Make/Model: AF8914

30-031-42

14. Brace, Wood Crossarm, 42 1/2", 60" Span and 30" Drop, 9/16" $ 28.36 /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: Aluma form
Make/Model: AF-6030

30-049-19

15. Bracket, Vertical Insulator $ 47.96 /Each
Acceptable: Maclean #G1MDA118AT
AlumaForm #F1CA-MV-A18-C7
Estimated Quantity - 135 Each
Maintain Stock - 24 Each

Packaging: 5
Brand: Aluma-Form
Make/Model: F1CA-MV-A18-C7-H-SC

30-060-10

16. Secondary Clevis $ 4.23 /Each
Acceptable: Hubbell #468
Joslyn #J-093
Estimated Quantity - 2000 Each
Maintain Stock - 500 Each

Packaging: 50
Brand: Ronagnolo
Make/Model: R-093

30-080-00

17. Connector, Bronze Vice, 6 SOL-2OL $ 2.93 /Each
Acceptable: Macleanl #BVC-2
Blackburn #VGC23
Estimated Quantity - 1000 Each
Maintain Stock - 250 Each

Packaging: 100
Brand: Aluma-Form
Make/Model: AF BVC-2

30-080-05

18. Connector-Ground Wire to Pad Mount Trans., #6 SOL to 1/0 Str — $ 7.30 /Each
Acceptable: Hubbell #GC-207
Estimated Quantity - 250 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Alume - form
Make/Model: AFBVC -207

30-100-08

19. 8 Foot, 4 Pin, 3 ½" X 4 ½", Penta Treated Crossarm, as per specification No. CARM001 attached. — $ 94.17 /Each
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging: 1
Brand: BROOKS
Make/Model: 8' 3-3H x 4 3/4

30-100-10

20. 10 Foot, 4 Pin, 4 ¾" X 3 ¾", Penta Treated Crossarm, as per specification No. CARM001 attached. — $ 110.11 /Each
Acceptable: Brooks
Pennington
Hughes
Estimated Quantity - 55 Each
Maintain Stock - 25 Each

Packaging: 1
Brand: BROOKS
Make/Model: 10' 4 3/4 x 3 3/4

30-140-01

21. Pole Plates-Copper — $ 17.49 /Each
Acceptable: Eritech #EGP-100
"No Substitues"
Estimated Quantity - 200 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Eritech
Make/Model: EGP-100

30-140-08

22. Ground Rod, 5/8" X 8' Copper Bonded — $ 25.99 /Each
Acceptable: Joslyn #J-8338
Blackburn #6258
Eritech #615880
Galvan #6258
Hubbell #C615880
Estimated Quantity - 300 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Te - Connectivity
Make/Model: CGL5808013

30-159-10

23. Insulator Spool, secondary, polymer — $ 1.67 /Each
Acceptable: Hubbell #C9091032P
Estimated Quantity - 2200 Each
Maintain Stock - 160 Each

Packaging: 64
Brand: Alume - form
Make/Model: ENS-53-2 (Gray)

30-161-15

24. Insulator, deadend, polymer, 15 KV, ANSI DS-15 — $ 11.41 /Each
Acceptable: Maclean #DS-15M
Hubbell #401015-0215
Alumaform #DEI-15
Estimated Quantity - 560 Each
Maintain Stock - 180 Each

Packaging: 15
Brand: Alume - form
Make/Model: DEZ - 15

30-170-10

25. Insulator, 13 KV, pin type, grey color. — $ 4.84 /Each
Acceptable: Preformed #IP-15C
Estimated Quantity - 900 Each
Maintain Stock - 180 Each

Packaging: 48
Brand: Alume - form
Make/Model: ENS-15-PC-1

30-200-10

26. Pole Key Expanding Anchor $ 63.17 /Each
Acceptable: Joslyn #J-4817
Hubbell #P-4817
Estimated Quantity - 12 Each
Maintain Stock - 5 Each

Packaging: 1
Brand: Earth contact
Make/Model: UAE - 481 - 7

30-400-10

27. Plastic Groundwire Moulding, ½" X 8' $ 5.38 /Each
Acceptable: Joslyn #PM128
Hubbell #96KG ½
Preformed #GWM-7100
Estimated Quantity - 750 Each
Maintain Stock - 100 Each

Packaging: 125
Brand: Maclean
Make/Model: PM128

30-450-10

28. 5/8" Oval Eye Nut $ 1.91 /Each
Acceptable: Joslyn #J1092
Continental #EN-5
Hubbell #6502
Line Hardware #OEN58
AlumaForm #AF1092
Estimated Quantity - 300 Each
Maintain Stock – 50 Each

Packaging: 50
Brand: Line - hardware
Make/Model: OEN - 58

30-451-10

29. ½" Square Locknut, MF $ 0.18 /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: SLN-12

30-451-20

30. Locknut, MF, 5/8" Square $ 0.20 /Each
Acceptable: Joslyn #J 8583
Hubbell #3512
Line Hardware #SLN58
AlumaForm #AF8583
Estimated Quantity - 5000 Each
Maintain Stock - 800 Each

Packaging: 1000
Brand: Line hardware
Make/Model: SLN-58

30-451-30

31. Locknut, ¾" $ 0.33 /Each
Acceptable: Joslyn #J8584
Hubbell #3513
Estimated Quantity - 350 Each
Maintain Stock - 75 Each

Packaging: 700
Brand: Aluma form
Make/Model: AF8584

30-455-10

32. Silicone Bronze Hex Nuts, ½" Diameter W/ 13 Threads $ 2.04 /Each
Acceptable: Blackburn #50010HN
Burndy #50C HEB BOX
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

Packaging: 1
Brand: Hubbell
Make/Model: 50C HEB Box

30-502-10

33. Pin, Crossarm 5/8" shank $ 7.58 /Each
Acceptable: Hubbell #881-A
Joslyn #J-204Z
AlumaForm #AF204
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 1
Brand: Romanes16
Make/Model: 881-A

30-503-10

34. Pole Top Pin, lead thread 1", straight base $ 17.07 /Each
Acceptable: Hubbell #2170
Joslyn #J-1368Z
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 10
Brand: Maclean
Make/Model: J-1368Z

30-540-10

35. ½" X 4" Lag Screw $ 1.12 /Each
Acceptable: Joslyn #J-8754TP
Estimated Quantity - 700 Each
Maintain Stock - 250 Each

Packaging: 200
Brand: Alumaform
Make/Model: AF8754TP

30-542-15

36. Screw, cap hex head – ½"x ¾" $ 9.40 /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 ½" $ 1.78 /Each
Acceptable: Joslyn #J3316P
FWC #FW 3316P
Hubbell #C2050190
Estimated Quantity – 500 Each
Maintain Stock - 250 Each

Packaging: 150
Brand: AF3316P
Make/Model: Aluma Form

30-544-10

38. Screw Eye Bolt, Hookeye Type $ 2.77 /Each
Acceptable: Hubbell #8777
Estimated Quantity – 240 Each
Maintain Stock – 50 Each

Packaging: 150
Brand: Hubbell
Make/Model: 8777

30-551-10

39. Staples for Plastic Ground Wire Moulding, Electro-Galv. $ 0.34 /Each
Acceptable: Joslyn #J-7487
Hubbell #C205-0209
Estimated Quantity - 6400 Each
Maintain Stock - 1050 Each

Packaging: 1,000
Brand: Hubbell
Make/Model: C2050209

30-552-10

40. Groundwire Staples, 2" X 1/4", Cut Point Copperweld $ /Each
Acceptable: Joslyn #J-6653
Estimated Quantity - 8400 Each $ 0.69 /LBS.
Maintain Stock - 2100 Each

Packaging: 50
Brand: Maclean
Make/Model: J-6653

30-560-05

41. Washer, square-curved, 11/16" $ 2.02 /Each
Acceptable: Hubbell #6823- ½
Joslyn #J-113
AlumaForm #AF113
Estimated Quantity - 6000 Each
Maintain Stock - 1500 Each

Packaging: 50
Brand: Aluma-form
Make/Model: AF113

30-560-15

42. Washer, square-curved, 11/16" $ 1.63 /Each
Acceptable: Hubbell #682212
Joslyn #J-6823
Chance #6822 1/2
Estimated Quantity - 300 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: Aluma form
Make/Model: AF6823

30-560-40

43. Washer, round, flat ½" durium — $ 2.13 /Each
Acceptable: Blackburn 50040FW
Burndy 50 FW BOX
Estimated Quantity - 1500 Each
Maintain Stock - 450 Each

Packaging: 1
Brand: Hubbell
Make/Model: 50 fw 60x

30-561-10

44. Washer, square, 2" x 2" x 1/8", 9/16" hole diameter — $ 0.34 /Each
Acceptable: Joslyn #J-1073
Hubbell #6811
AlumaForm #AF1073
Estimated Quantity - 900 Each
Maintain Stock - 225 Each

Packaging: 1
Brand: Romcnole
Make/Model: R-1073

30-561-15

45. Washer, square, 2" x 2" x 1/8", 11/16" hole diameter — $ 0.32 /Each
Acceptable: Joslyn #J-1074
Hubbell #6812
Estimated Quantity - 900 Each
Maintain Stock - 300 Each

Packaging: 1
Brand: Romcnole
Make/Model: R-1074

30-562-10

46. ½" Splitlock Washer — $ 0.07 /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: Line Hardware
Make/Model: LW-12

30-562-20

47. Washer, Splitlock ½" durium bronze plated
Acceptable: Blackburn 50030SW
Estimated Quantity - 840 Each
Maintain Stock - 210 Each

$ 2.52 /Each

Packaging: 50
Brand: Blackburn
Make/Model: 50030SW

GROUP 2 - CONNECTORS

Lead time required for Group 2 items: Stk - 15 wks

	ITEMS	UNIT PRICE
	31-050-05	
48.	Hotline Clamp Acceptable: Anderson #BC 2/0 MacLean #C1520 Estimated Quantity - 700 Each Maintain Stock - 180 Each Packaging: 25 Brand: Alumaform Make/Model: AFBC 20	$ 13.38 /Each
	31-050-30	
49.	Hot Line Clamp Acceptable: Hubbell #S1540AGP Anderson #AH7GP MacLean #MPS-C1540AP Estimated Quantity - 72 Each Maintain Stock - 25 Each Packaging: 25 Brand: Alumaform Make/Model: AF-1540AGP	$ 28.79 /Each
	31-060-10	
50.	Deadend Clamp Acceptable: Maclean #ASO-398-1-N Hubbell #ASOD3981N AlumaForm #DES A50398-1 Estimated Quantity - 360 Each Maintain Stock - 50 Each Packaging: 25 Brand: Alumaform Make/Model: DES-A50398-1	$ 13.80 /Each
	31-060-30	
51.	Dead-End Clamp Acceptable: Maclean #ASO-858-2-N Hubbell #ASOD8582N AlumaForm #DES A50858-2 Estimated Quantity - 240 Each Maintain Stock - 50 Each Packaging: 15 Brand: Alumaform Make/Model: DES-A50858-2	$ 20.57 /Each

31-064-10

52. Connector, bolted 2/0 - 6 to 2/0 to 6 $ 3.26 /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 $ 6.26 /Each
Acceptable: Blackburn PAE-4141-9
Estimated Quantity - 3600 Each
Maintain Stock - 900 Each

Packaging: 100
Brand: Blackburn
Make/Model: PAE-4141-9

31-064-30

54. Connector, bolted 397.5 - 6 to 2/0 - 6 $ 7.56 /Each
Acceptable: Blackburn PAE-3921-9
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 100
Brand: Blackburn
Make/Model: PAE-3921-9

31-070-02

55. Hot line Stirrup, Aluminum or Copper, #6 to 500 $ 46.99 /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). $ 0.40 /Each
Acceptable: Blackburn #WR9
Estimated Quantity - 480 Each
Maintain Stock - 100 Each

Packaging: 50
Brand: Blackburn
Make/Model: WR9

31-075-10

57. Compression Connector, Copper $ 1.93 /Each
Acceptable: Blackburn #CF44-1
Burndy #YC4C6
Thomas & Betts #54730
Homac #301-82
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 600
Brand: Blackburn
Make/Model: CF44-1

31-080-40

58. Connector, Fired-on 477 $ 35.12 /Each
Acceptable: AMPACT 1-602031-3
Estimated Quantity - 240 Each
Maintain Stock - 50 Each

Packaging: 5
Brand: TE - Connectivity
Make/Model: 1-602031-3

31-080-65

59. Connector, Fired-on 556.5 $ 35.12 /Each
Acceptable: AMPACT 1-602031-2
Estimated Quantity - 48 Each
Maintain Stock - 10 Each

Packaging: 5
Brand: TE - Connectivity
Make/Model: 1-602031-2

31-081-05

60. Cartridges for fired-on connector - color: Yellow $ 3.22 /Each
Acceptable: AMPACT #69338-4
Estimated Quantity - 420 Each
Maintain Stock - 100

Packaging: 25
Brand: TE - Connectivity
Make/Model: 69338-4

31-090-85

61. 5/8" Ground Rod Clamp $ 2.67 /Each
Acceptable: Burndy #GRC58
Hubbell #GC5G5
Estimated Quantity – 360 Each
Maintain Stock – 90 Each
Packaging: 100
Brand: Burndy
Make/Model: GRC58

31-095-02

62. Squirrel Guard Cover-up Riser Arrestor — $ 4.97 /Each
Acceptable: TE Connectivitiy PN# BCAC-P-IC-5D/6
Estimated Quantity – 200 Each
Maintain Stock – 24 Each
Packaging: 6
Brand: Te - Connectivity
Make/Model: Bcac - p - ic - 5d/6

31-100-05

63. Grip, Deadend, pre-formed #6 ACSR — $ 0.30 /Each
Acceptable: Preformed #SG4500
Hubbell #SGFW4500
Helical #HSG-510
Estimated Quantity - 480 Each
Maintain Stock - 300 Each

Packaging: 300
Brand: Vanguard
Make/Model: SG198

31-100-10

64. Grip, Deadend, pre-formed #4 ACSR — $ 0.46 /Each
Acceptable: Preformed #SG4502
Helical #HSG-514
Hubbell #SGFW4502
Estimated Quantity - 720 Each
Maintain Stock - 300 Each

Packaging: 300
Brand: Vanguard
Make/Model: SG0527

31-100-15

65. Grip, Deadend, pre-formed #2 ACSR — $ 0.64 /Each
Acceptable: Preformed #SG4504
Helical #HSG-518
Hubbell #SGFW4504
Estimated Quantity - 700 Each
Maintain Stock - 200 Each

Packaging: 200
Brand: Vanguard
Make/Model: SG0325

31-100-20

66. Grip, Deadend, pre-formed 1/0 ACSR-Service $ 1.17 /Each
Acceptable: Preformed #SG4506
Helical #HSG-522
Hubbell #SGFW4506
Estimated Quantity - 360 Each
Maintain Stock - 200 Each

Packaging: 100
Brand: Vanguard
Make/Model: SG0400

31-100-30

67. Grip, Deadend, pre-formed 3/0 ACSR-Service $ 3.39 /Each
Acceptable: Preformed #SG4508
Hubbell #SGFW4508
Helical #HSG-526
Estimated Quantity - 100 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Vanguard
Make/Model: SG0510

31-100-45

68. Grip, Deadend, pre-formed 4/0 ACSR-Service $ 1.44 /Each
Acceptable: Preformed #SG4509
Helical #HSG-528
Hubbell #SGFW4509
Estimated Quantity - 120 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Vanguard
Make/Model: SG0580

31-190-02

69. Triplex Neutral Splice, Semi-Tension $ 1.86 /Each
Acceptable: Blackburn # TR 64
Burndy #YSS2R
Hubbell #VANS11
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 150
Brand: Blackburn
Make/Model: TR-64

31-190-04

70. Triplex Neutral Splice, Semi-tension — $ 1.96 /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: 150
Brand: blackburn
Make/Model: TR-63

31-190-06

71. Semi-tension Splice - Triplex Neutral #6 — $ 1.86 /Each
Acceptable: Blackburn TR-61
Burndy #YSS6RG2
Hubbell #VAN566
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 1
Brand: Blackburn
Make/Model: TR-61

31-200-10

72. Pre-Insulated Service Entrance Sleeve — $ 0.64 /Each
Acceptable: Penn Union #PIK44
Blackburn #ICS-64
Burndy #ES4W4W
Estimated Quantity - 240 Each
Maintain Stock - 60 Each

Packaging: 100
Brand: TE - Connectivity
Make/Model: TiL 4w4w EN3750-574

31-200-15

73. Pre-Insulated Service Entrance Sleeve — $ 0.73 /Each
Acceptance: Blackburn # ICS-67
Penn Union #PIK24
Burndy #ES2W4W
Estimated Quality - 300 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: TE Connectivity
Make/Model: TiL - 2w4w EN3750-580

31-200-20

74. Pre-Insulated Service Entrance Sleeve $ 0.74 /Each
Acceptance: Penn Union PIK14
Blackburn ICS-71
Burndy ES2R4W
Estimated Quantity - 240 Each
Maintain Stock - 100 Each

Packaging: 100
Brand: Te - Connectivity
Make/Model: TiL-2R4W En3750-583

31-200-30

75. Pre-Insulated Service Entrance Sleeve $ 0.64 /Each
Acceptable: Blackburn #ICS-68
Penn Union #PIK22
Burndy #ES2W2W
Estimated Quantity – 8
00 Each
Maintain Stock - 15 Each

Packaging: 100
Brand: Te - Connectivity
Make/Model: Tih-2w2w En3750-581

31-200-35

76. Pre-Insulated Service Entrance Sleeve $ 0.74 /Each
Acceptable: Blackburn #ICS 72-1
Penn Union #PIK-12
Burndy #ES2R2W
Estimated Quantity - 600 Each
Maintain Stock - 150 Each

Packaging: 100
Brand: Te - Connectivity
Make/Model: Tih-2R2W En3750-584

31-200-40

77. Pre-Insulated Service Entrance Sleeve $ 1.42 /Each
Acceptable: Blackburn #ICS-76
Burndy #ES25R2W
Estimated Quantity - 120 Each
Maintain Stock - 24 Each

Packaging: 500
Brand: Blackburn
Make/Model: ECS-76-1

31-200-45

78. Pre-Insulated Service Entrance Sleeve $ 0.77 /Each
Acceptable: Blackburn #ICS-73
Burndy ES2R2R
Estimated Quantity - 720 Each
Maintain Stock - 180 Each

Packaging: 100
Brand: TE-connectivity
Make/Model: TiL-2R2R EN3750-585

31-200-50

79. Pre-Insulated Service Entrance Sleeve $ 1.24 /Each
Acceptable: Blackburn #ICS-77
Penn Union #PIK01
Burndy #ES25R2R
Estimated Quantity - 300 Each
Maintain Stock - 90 Each

Packaging: 500
Brand: Blackburn
Make/Model: ICS-77-1

31-200-55

80. Pre-Insulated Service Entrance Sleeve $ 1.32 /Each
Acceptable: Penn Union #PIK00
Blackburn #ICS-78
Burndy #ES25R25R
Estimated Quality - 800 Each
Maintain Stock - 150 Each

Packaging: 500
Brand: Blackburn
Make/Model: ICS-78-1

31-200-65

81. Pre-Insulated Service Entrance Sleeve- Main: 4/0 Str AWG $ 3.39 /Each
Color code- "Pink"
Acceptable: Penn Union #PIK-4040
Blackburn #IKL-69
Estimated Quality - 100 Each
Maintain Stock - 24 Each

Packaging: 100
Brand: Blackburn
Make/Model: IKL69

31-255-05

82. Automatic Full Tension Splice — $ 13.97 /Each
Acceptable: Maclean #21
Fargo #GL-114
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Maclean
Make/Model: 21

31-255-10

83. Automatic Full Tension Splice — $ 6.92 /Each
Acceptable: Maclean #61
Fargo #GL-111
Estimated Quantity - 120 Each
Maintain Stock - 50 Each

Packaging: 200
Brand: Maclean
Make/Model: 61

31-255-20

84. Automatic Full Tension Splice — $ 11.38 /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 — $ 13.43 /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 $ 5.23 /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. $ 2.81 /Each
Acceptable: Preformed #UTC 1111
Hubbell #LDIC4011AS
Helical #HDIC 036
Estimated Quantity - 130 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Vanguard
Make/Model: DtC058P

31-400-30

88. Tie, Distribution, Pre-formed, 556.5 Alum. $ 2.97 /Each
Acceptable: Preformed #UTC 1112
Hubbell #LDIC4012AS
Estimated Quantity - 150 Each
Maintain Stock - 50 Each

Packaging: 50
Brand: Vanguard
Make/Model: DtC0468P

31-425-06

89. Tie Wire,#6 Alum. $ 10.77 /Each
Estimated Quantity - 200 LB
Maintain Stock - 50 LB

Packaging: 25 LBS
Brand: Southwire
Make/Model: 1328S201

31-999-10

90. Connector, Grounding Arrestor 2 STR - 12 STR $ 5.94 /Each
Acceptable: Hubbell #GC-207LA
Estimated Quantity -135 Each
Maintain Stock - 45 Each

Packaging: 100
Brand: Alumaform
Make/Model: AFGVC-207-2T

31-999-30

91. Insulation piercing metering connector $ 20.91 /Each
Acceptable: Utilco #UPC-500-12
Estimated Quantity -72 Each
Maintain Stock - 18 Each

Packaging: 3
Brand: Utilco
Make/Model: UPC-500-12

32-010-10

92. Power Installed Screw Anchors, 11 5/16" Diameter Helix with 3/4" X 7' Rod and Twineye Nut $ 44.22 /Each
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
35.67 / Each
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging: 1/1
Brand: ECP
Make/Model: tap-100-10-12 / tarn-750-842

32-020-08

93. Eight-Way Anchor, 8" Hole Size, 5/8" Rod Size $ 29.28 /Each
Acceptable: Joslyn #J-8135
Hubbell #88135
Estimated Quantity - 24 Each
Maintain Stock - 6 Each

Packaging: 6
Brand: ECP
Make/Model: UAB-080-750

32-055-50

94. Anchor Shackles, ½" with 5/8" pin (22,000 lbs) $ 5.94 /Each
Acceptable: Reliable #ASH-45
Hubbell #5801
Estimated Quantity - 100 Each
Maintain Stock - 50 Each

Packaging: 100
Brand: Alum. Form
Make/Model: AF 2742

32-060-10

95. Grip, Deadend, pre-formed EHS 5/16" Guy — $ 3.57 /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: Vanguard
Make/Model: GDE0327C

32-060-20

96. Grip, Deadend, pre-formed EHS 3/8" Guy — $ 4.66 /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: Vanguard
Make/Model: GDE0360C

32-060-30

97. Grip, Deadend, pre-formed EHS 7/16" Guy — $ 7.61 /Each
Acceptable: Preformed #GDE-2108
Dulmison #SGG-1105-C
Helical #HG-311 7/16
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 25
Brand: Vanguard
Make/Model: GDE0460C

32-070-20

98. Guy Hook — $ 21.70 /Each
Acceptable: MacLean #UGA-66-4
Estimated Quantity - 450 Each
Maintain Stock - 100 Each

Packaging: 15
Brand: MacLean
Make/Model: UGA664

32-080-10

99. Guard, Guy Wire, 8' Plastic Yellow — $ 3.33 /Each
Acceptable: Preformed Line Products #PG-5518
Estimated Quantity - 200 Each
Maintain Stock - 60 Each

Packaging: 25
Brand: Electrical Materials
Make/Model: 70-74TEE

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.

$ 0.50 /FT.

$_____/LBS.

Packaging: 250'
Brand: National Strand
Make/Model: 5/16 B EHS

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.

$ 0.67 /FT.

$_____/LBS.

Packaging: 250'
Brand: National Strand
Make/Model: 3/8 B EHS

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.

$ 0.98 /FT.

$_____/LBS.

Packaging: 250'
Brand: National Strand
Make/Model: 7/16 B EHS

GROUP 3 - ARRESTER

Lead time required for Group 3 items: STK - 7 weeks

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: Aluma-Form Make/Model: ARP10B1GBX14X	$ 59.02 /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: Cooper Make/Model: UHS10050A1A181A	$ 58.11 /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: Aluma-Form Make/Model: AHD10B1GD1X11D	$ 56.27 /Each

GROUP 4 - CUTOUTS AND FUSES

Lead time required for Group 4 items: STK - 10 weeks

ITEMS | UNIT PRICE

33-013-10
106. Cutout, 100 AMP, polymer, 7.2/14.4 KV, open type XS, $ 81.67 /Each
Acceptable: Hubbell #CP710112 PX
AlumaForm #CSG15100A110CX10KA
Estimated Quantity - 550 Each
Maintain Stock - 108 Each

Packaging: 1
Brand: Aluma-Form
Make/Model: CSG-15-100A-110-CX-10KA

33-027-15
107. Fuse, time delay, 500 volt or less, 20 amp $ 19.41 /Each
Acceptable: Bussman #FNQ-20
Littlefuse #FLQ-20
Edison #MEQ-20
Gould #TRM-20
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 10
Brand: Bussman
Make/Model: FNQ-20

33-028-30
108. Fuse holder, 500 volt, 30 amp., water tight $ 56.68 /Each
Acceptable: Homac #DYU-M
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Homac
Make/Model: DYU-M

33-030-05
109. Fuse Link, 5 AMP $ 3.41 /Each
Acceptable: S&C #64005R2
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF5STDPCIR

33-030-07
110. Fuse Link, 7 AMP — $3.41 /Each
Acceptable: S&C #64007
Estimated Quantity - 360 Each
Maintain Stock - 90 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF7STDPCIR

33-030-10
111. Fuse Link, 10 AMP — $3.41 /Each
Acceptable: S&C #64010
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF10STDPCIR

33-030-20
112. Fuse Link, 20 AMP — $3.41 /Each
Acceptable: S&C #64020
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF20STDPCIR

33-030-30
113. Fuse Link, 30 AMP — $3.56 /Each
Acceptable: S&C #64030
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF30STDPCIR

33-030-50
114. Fuse Link, 50 AMP — $3.56 /Each
Acceptable: S&C 64050
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF50STDPCIR

33-030-65
115. Fuse Link, 65 AMP $ 4.89 /Each
Acceptable: S&C #64065
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF65STDPCIR

33-030-80
116. Fuse Link, 80 AMP $ 5.44 /Each
Acceptable: S&C #64080
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF80STDPCIR

33-031-00
117. Fuse Link, 100 AMP $ 6.08 /Each
Acceptable: S&C #64100
Estimated Quantity - 180 Each
Maintain Stock - 45 Each

Packaging: 10
Brand: Indel Bauru
Make/Model: EF100STDPCIR

33-200-10
118. Line Tension Disconnect Switch $ 361.11 /Each
Acceptable: Hubbell #ALTDO6200R
Estimated Quantity - 18 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: Aluma-Form
Make/Model: HDS-600A-IN-355-200-U-L

33-220-02
119. Switch, Single Pole, 14.4Kv, 110KV BIL, 600 Amp $ 357.51 /Each
Inverted and/or Vertical Mounting
Acceptable: Chance #M3D-628C or #M3D-66BC
Estimated Quantity - 36 Each
Maintain Stock - 9 Each

Packaging: 1
Brand: Aluma-Form
Make/Model: HDS-600A-155-110-DT1D-M

40-036-00

120. Mechanical connector, insulated. Above ground kit for street lights. #14 – 1/O — $21.78 /Each
Acceptable: Utilco #SLC3-03X
Estimated Quantity - 180 Each
Maintain Stock - 50 Each

Packaging: 10
Brand: TE Connectivity
Make/Model: GELCAP-SL-210-3HOLE (BIO) F40658-000

40-036-04

121. Bus kit, type UB insulated — $19.31 /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 — $29.11 /Each
Acceptable: Blackburn #USB63
Homac #RAB-6C
Utilco #PED6-350SSP
Estimated Quantity – 130 Each
Maintain Stock - 50 Each

Packaging: 20
Brand: Polaris
Make/Model: IPLWB350-6P

40-055-05

123. Connector, for pad mount transformer. — $22.17 /Each
Acceptable: Blackburn #TSB6359D58C
Utilco #PTF6-350CJNUSLP
Homac #LRT-6350-SLC
Estimated Quantity - 130 Each
Maintain Stock - 30 Each
Packaging: 25
Brand: Polaris
Make/Model: PSMTLSC350-6SLP

40-075-05

124. Elbow, loadbreak, 15 KV, #2 stranded. $47.77 /Each
Acceptable: Cooper 2640599B34MA
Elastimold 165LR-B-5220
Hubbell #215LE43
Estimated Quantity - 220 Each
Maintain Stock - 60 Each

Packaging: 20
Brand: Hubbell
Make/Model: 215LE43

40-075-30

125. Loadbreak elbow housing and ARC follower. $47.77 /Each
Acceptable: Cooper #2604599B38MA
Elastimold #165LRC5270
Hubbell #215LE58
Estimated Quantity - 100 Each
Maintain Stock - 30 Each

Packaging: 50
Brand: TE Connectivity
Make/Model: ELB-15-200C40

40-160-10

126. Cable Preparation Kit in Plastic Bag $15.18 /Each
Acceptable: American Polywater #HP-3P158IDS
Rainbow #42151
Estimated Quantity - 200 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: American Polywater
Make/Model: HP-3P158IDS

40-320-10

127. Silicone lubricant in 5 oz. plastic tube only. $13.82 /Each
Acceptable: Blackburn #SL5
Elastimold #5SL
Hubbell #SL150
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 24
Brand: Blackburn
Make/Model: SL5

40-410-30

128. Quick Primary Terminator #4 - 4/0 $ 50.11 Each
Acceptable: 3M Quick Terminator #7642-S-2
Joslyn #JPT15J1
Estimated Quantity - 84 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: TE Connectivity
Make/Model: CSTOS-152J ER6393-000

40-410-50

129. Quick Primary Terminator 1.05" – 1.80" Outdoor $ 103.70 /Each
Acceptable: 3M Quick Terminator #7655-S-4
Estimated Quantity - 80 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: TE Connectivity
Make/Model: CSTO-154J EH8275-000

40-600-10

130. Marking Tape, Red, 6" wide 1000' long, imprinted with following; $ 59.36 /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: 4
Brand: 3M
Make/Model: 368

40-600-20

131. Tape, Vinyl, 3/4" X 66'. $ 6.68 /Each
Acceptable: 3M #S33+
Estimated Quantity - 2400 Each
Maintain Stock - 600 Each

Packaging: 100
Brand: 3M
Make/Model: 33+ - 3/4X66FT-1.5

GROUP 5 - PVC CONDUIT AND COUPLINGS

Lead time required for Group 5 items: Stk - 20 wks

ITEMS	UNIT PRICE
41-004-01 132. Conduit Support Riser, Standoff Bracket Acceptable: Hughes #A2169.33A Estimated Quantity - 600 Each Maintain Stock - 200 Each Packaging: 1 Brand: Hughes Make/Model: A2169.33A	$ 18.46 /Each
41-007-10 133. Solvent Cement for PVC Conduit, Pint Size with Brush Top, only. Acceptable: Carlon #VC9983 Estimated Quantity - 320 Each Maintain Stock - 48 Each Packaging: 12 Brand: Scothwire Make/Model: 1328	$ 22.06 /Each
41-008-20 134. 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. Packaging: 3 Brand: Atkore Make/Model: 278929	$ 9.86 /FT.
41-017-20 135. 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. Packaging: 3000' Brand: Petroflex Make/Model: P200 - Sch40	$ 0.74 /FT.

41-017-30

136. Conduit, Polyethylene Duct, 3". Per Specification 41-017-00 $ 1.58 /FT.
On 1,500 ft. reel only.
Acceptable: Petroflex #P300SCH40
PNA #P300SCH40
Carlon #A15C4D1A3
Estimated Quantity - 3000 ft.
Maintain Stock - 1500 ft.

Packaging: 1500'
Brand: Petroflex
Make/Model: P300 SCH40

41-018-20

137. PVC conduit, 2", schedule 40, 10' lengths w/coupling attached. $ 0.41 /FT.
0.56 / ft
Acceptable: Prime #49011
Cantex #A52CA12
Estimated Quantity – 20,000 ft.
Maintain Stock – 10,500 ft.

Packaging: 1 1 1
Brand: PVC
Make/Model: PVC-2 / Coup 2

41-018-25

138. Conduit, 2" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 2.95 /FT.
Acceptable: Prime #11811-250
Estimated Quantity – 2,400 ft.
Maintain Stock – 500 ft.

Packaging: 50 ft Coil
Brand: Prime
Make/Model: NM16-81032

41-018-30

139. PVC Conduit, 3", schedule 40, 10' lengths with coupling attached. $ 1.74 /FT.
1.64 / ft
Acceptable: Prime #49013
Cantex #A52DA12
Estimated Quantity – 5,000 ft.
Maintain Stock – 750 ft.

Packaging: 1 / 1
Brand: PVC
Make/Model: PVC 3 / Coup 3

41-018-35

140. Conduit, 3" Flexible Non-Metalic, on 250' Non Returnable Reels. $ 8.82 /FT.
Acceptable: Prime #11813-250
Estimated Quantity – 1,000 ft.
Maintain Stock – 250 ft.

Packaging: 250
Brand: Carlon
Make/Model: 11813-250

41-018-40

141. PVC Conduit, 4", type schedule 40, 10' lengths w/coupling attached. $ 2.40 /FT.
$ 2.52 Coup 4
Acceptable: Prime #49015
Cantex #A52EA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 1/1
Brand: PVC
Make/Model: PVC4 / Coup 4

41-018-60

142. PVC Conduit, 6", type schedule 40, 10' lengths w/coupling attached. $ 4.44 /FT.
$ 8.16 - Coup 6
Acceptable: Prime #49017-010
Cantex #A52GA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 1/1
Brand: PVC
Make/Model: PVC 6 / Coup 6

41-019-20

143. PVC Conduit, 2", type schedule 48, 10' lengths w/coupling attached. $ 1.49 /FT.
Acceptable: Prime #49011
Cantex #A53CA12
Estimated Quantity – 1,200 ft.
Maintain Stock - 300 ft.

Packaging: 1
Brand: Cantex
Make/Model: A53Ca12

41-020-20

144. PVC Coupling, 2", Long Line schedule 40 $ 1.02 /EA.
Acceptable: Carlon #E-941-J
Estimated Quantity – 420 Ea.
Maintain Stock - 100 Ea.

Packaging: 40
Brand: Southwire
Make/Model: 1016

41-020-30

145. PVC Coupling, 3", Long Line schedule 40. $ 2.88 /Each
Acceptable: Prime #E-941-L
Estimated Quantity - 100 Each
Maintain Stock - 25 Each

Packaging: 40
Brand: Southwire
Make/Model: 1018

41-020-40

146. PVC Coupling, 4", Long Line schedule 40. $ 4.44 /Each
Acceptable: Prime #E-941-N
Estimated Quantity - 75 Each
Maintain Stock - 15 Each

Packaging: 20
Brand: Southwire
Make/Model: 1020

41-043-20

147. PVC elbow, 2", 90 degree, 24" radius, schedule 40. $ 13.31 /Each
Acceptable: Carlon #UA9DJ
Estimated Quantity – 120 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: Gray bar
Make/Model: E11 - 90 - 2 - 24R

41-065-20

148. Cable Pulling Lubricant, One Quart Front End Packs $ 8.61 /Each
Acceptable: American Polywater #J-27
Rainbow #8285
Estimated Quantity - 100 Each
Maintain Stock - 12 Each

Packaging: 12
Brand: Polywater
Make/Model: J-27

41-097-10

149. Conduit Slip Sleeve for Meter Socket Risers, 2" $ 54.12 /Each
Acceptable: Carlon #E954JXX
Estimated Quantity – 150 Each
Maintain Stock – 20 Each

Packaging: 20
Brand: Carlon
Make/Model: E954JXX

41-300-21

150. Weatherhead, 2", clamp type $ 11.21 /Each
Acceptable: Thomas & Betts #DEH-2
Bridgeport #1256
Appleton #ECO-105
Estimated Quantity - 120 Each
Maintain Stock - 30 Each

Packaging: 5
Brand: Bridgeport
Make/Model: 1256

GROUP 6 - UNDERGROUND MATERIAL

Lead time required for Group 6 items: STK - 20 weeks

	ITEMS	UNIT PRICE
	42-080-10	
151.	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: 1 Brand: Hubbell Make/Model: 215ELA10	$ 138.27 /Each
	42-080-15	
152.	Arrester, metal oxide parking stand surge Acceptable: Cooper #3237686C10M Elastimold #167PSA101BX Estimated Quantity - 24 Each Maintain Stock - 6 Each Packaging: 1 Brand: Cooper Make/Model: 3237686C10M	$ 298.29 /Each
	42-100-05	
153.	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) Nordic #M6 (Mounting Base) Estimated Quantity - 10 Each Maintain Stock - 2 Each Packaging: 3 Brand: Nordic Make/Model: ND-2202248-M6-125-4152-B1A	$ 1,235.19 /Each
	42-130-03	
154.	Doghouse- Fiberglass Sectionalizing Cabinet, 200 Amp, 3 phase, 4 point, above ground. Acceptable: Nordic PN# ND-552454-MB-PA58-4152 Estimated Quantity – 10 Each Maintain Stock – 2 Each Packaging: 2 Brand: Nordic Make/Model: ND-552454-MB-PA58-4152-W3A	$ 2,694.98 /Each

42-200-05

155. Secondary Pedestal Lock — $1.24 /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 — $708.12 /Each
Acceptable: Electri-Glass #BP2000M-15-MTO-1
Estimated Quantity – 24 Each
Maintain Stock – 6 Each

Packaging: 15
Brand: Nordic
Make/Model: GS-42-48-16-MG-26x12

42-220-20

157. Transformer Pad, 42" X 42" x 4", with 12" X 27" Cable Opening, Unistrut Type Mount, Polyethyiene for 25 KVA - 75 KVA — $293.54 /Each
Acceptable: Pencell #TP-4227
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 1
Brand: Pencell
Make/Model: TP4227

42-225-15

158. Nordic Fiberglass Box Pad for 3 phase fusing cabinet. , — $2,442.56 /Each
Acceptable: Nordic #GS-69-47-24RT-MG-56X12
Estimated Quantity - 8 Each
Maintain Stock - 2 Each

Packaging: 4
Brand: Nordic
Make/Model: GS-69-47-24RT-MG-56x12

42-225-18

159. Nordic Enclosure 200A 15kV 1P LD Brk Junction enclosed — $1,364.81 /Each
Acceptable: Nordic #ND-321840-MG-4152-B1
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 3
Brand: Nordic
Make/Model: ND-321840-MG-4152-B1A

42-250-05

160. Grade level pedestal for street lighting. $45.04 /Each
Acceptable: Pencell #PE-9HDX005P3
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging: 1
Brand: Pencell
Make/Model: PE-9HDX005P3

42-250-10

161. Above grade pedestal with 1 ½" hole located below grade for temp. service outlet. Munsell Green. $138.37 /Each
Acceptable: Pencell #AG-14HDNLTS05P3
Estimated Quantity - 96 Each
Maintain Stock - 12 Each

Packaging: 20
Brand: Nordic
Make/Model: PSPX2-91330-MG

42-250-40

162. Composite Pedestal, AASHTO M306, Tier-22 Grade Traffic Load . Bearing, below grade, "Electric" on anit-slip cover. $_____/Each
Acceptable: Channell Fiberx PN# BULKU1324150062002
Estimated Quantity - 18 Each
Maintain Stock - 6 Each

NO response from Vendor

Packaging:
Brand:
Make/Model:

42-260-10

163. Bushing Plug Insert for 163LR-164LR Elbow $44.51 /Each
Acceptable: Elastimold #1601A4
Hubbell #215BI
Estimated Quantity - 170 Each
Maintain Stock - 25 Each

Packaging: 1
Brand: Hubbell
Make/Model: 215BI

42-260-20

164. Plug, Stand Off $75.56 /Each
Acceptable: Elastimold #161SOP
Hubbell #215SB
Estimated Quantity - 72 Each
Maintain Stock - 18 Each

Packaging: 1
Brand: Hubbell
Make/Model: 215SB

42-270-10

165. Deadend Receptacle
Acceptable: Elastimold #160 DRG
Estimated Quantity – 120 Each
Maintain Stock – 25 Each

$ 51.30 /Each

Packaging: 1
Brand: Elastimold
Make/Model: 160 DRG

GROUP 7 - METERS

Lead time required for Group 7 items: NO Bid

	ITEMS	UNIT PRICE
166.	50-502-01 Electronic meter, WH, 1 phase, 3 wire, 240 volt, class 200, 4 terminal 2S, socket type Acceptable: Landis & Gyr Focus #EA110000-0E10-FW2.21 Itron #N26-0500 Estimated Quantity – 300 Each Maintain Stock – 75 Each Packaging: No Bid Brand: _____ Make/Model: _____	$ X /Each
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: No Bid Brand: _____ Make/Model: _____	$ X /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: No Bid Brand: _____ Make/Model: _____	$ X /Each
169.	50-502-07 Electronic meter, single phase, 3 wire, 240 volt, class 320, 4 terminal socket type. Acceptable: Landis & Gyr #EA140000-OE10-FW2.21 Focus Itron #N26-0503 Estimated Quantity – 12 Each Maintain Stock – 4 Each Packaging: No Bid Brand: _____ Make/Model: _____	$ X /Each

50-504-01

170. Electronic meter WHD, single phase, 240 volt, class 20, 6 terminal, 4S, transformer rated, self contained per spec. #MD00401E $__X__$/Each
Acceptable: Landis & Gyr #CEOJ0000-4000
Itron #N26-0504
Estimated Quantity – 8 Each
Maintain Stock – 2 Each

Packaging: No bid
Brand:_____
Make/Model:_____

50-509-01

171. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 20, 13 terminal, 3 strator, transformer rated per spec. #MD00901E $__X__$/Each
Acceptable: Landis & Gyr #4E00000A-0000
Itron #N26-0505

Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging: No bid
Brand:_____
Make/Model:_____

50-512-01

172. Electronic meter, 3 phase, 3 wire network, 120 volt, class 200, 5 terminal, 25S, socket type, self contained. $__X__$/Each
Acceptable: Landis & GYR #EA0A0000-0E10
Itron #N26-0506
GE #KV2C PER IPL SPEC
Estimated Quantity – 15 Each
Maintain Stock – 4 Each

Packaging: No bid
Brand:_____
Make/Model: _____

50-516-01

173. Electronic meter WHD, 3 phase, 4 wire wye, 120 volt, class 200, 7 terminal, 16S, 3 strator, socket type, self contained. $__X__$/Each
Acceptable: Landis & GYR #4EOB000A-0000
GE #KV2C – PER IP&L SPEC.
Itron #N26-0507
Estimated Quantity – 18 Each
Maintain Stock – 6 Each

Packaging: No bid
Brand:_____
Make/Model:_____

GROUP 8 - METER SOCKETS AND HUBS

Lead time required for Group 8 items: 9 WKS

	ITEMS	UNIT PRICE
	51-100-01	
174.	Meter Socket 100 AMP, 4 terminal, ringless Acceptable: Milbank #U7487 RLTG Estimated Quantity - 19 Each Maintain Stock - 6 Each Packaging: 1 Brand: Milbank Make/Model: U7487 RLTG	$ 59.41 /Each
	51-100-02	
175.	Meter Socket 2 position 4 terminal, 100 AMP, ringless, factory bussed. Acceptable: Milbank #U8212 RL Estimated Quantity - 18 Each Maintain Stock – 6 Each Packaging: 1 Brand: Milbank Make/Model: U8212 RL	$ 288.93 /Each
	51-100-05	
176.	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: 1 Brand: Milbank Make/Model: UC7445 RL	$ 274.11 /Each
	51-200-01	
177.	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: 1 Brand: Milbank Make/Model: S3050 RLTG	$ 67.41 /Each

51-200-03

178. Meter socket 7 terminal, 200 AMP continuous duty, ringless for overhead and underground service. $ 271.67 /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. $_____/Each
Acceptable: Milbank #U1129-X
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

No Response on this Item

Packaging: 1
Brand: Milbank
Make/Model: U1129-X

52-015-01

180. Cover, Poly, fits West. D4S, Duncan MS, GE I70 Sang. J4. $_____/Each
Acceptable: MRS #1P-XLPMR
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

No Response on this Item

Packaging:_____
Brand:_____
Make/Model:_____

52-020-20

181. Meter Hub 2 inch. $ 7.15 /Each
Acceptable: Milbank #A7517
Estimated Quantity - 60 Each
Maintain Stock - 24 Each

Packaging: 1
Brand: Milbank
Make/Model: A7517

52-040-01

182. Padlock with 11/16" hasp, anker lock, plastic locking ferrell $ 33.30 /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. $ 16.17 /Each
Acceptable: Inner-Tite #E-S6900H
Estimated Quantity – 100 Each
Maintain Stock - 24 Each

Packaging: 100
Brand: Inner-tite
Make/Model: E-S6900H

52-050-04

184. Locking Assembly for Ringless Sockets $ 20.78 /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 $ 30.22 /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) $ 4.45 /Each
Acceptable: Milbank #A7551
Estimated Quality - 200 Each
Maintain Stock - 48 Each

Packaging: 1
Brand: Milbank
Make/Model: A7551

52-110-01

187. Blank meter socket cover. $ 6.54 /Each
Acceptable: Ekstrom #1-6002
Austin Inc. #PAL2
Estimated Quality - 240 Each
Maintain Stock - 60 Each

Packaging: 1
Brand: TESCO
Make/Model: 275

52-180-02

188. Demand meter seal, DARK GREEN, stamped "IP&L" in black. $ 0.26 /Each
Acceptable: Brooks #6300000-DARK GREEN
Estimated Quality – 5,000 Each
Maintain Stock – 1,000 Each

Packaging: 1,000
Brand: Tesco
Make/Model: 220-2

52-200-03

189. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in white Black in Color. $ 0.99 /Each
Acceptable: EJ Brooks #6170600-5 BLACK
Estimated Quantity - 4,000 Each
Maintain Stock – 1,000 Each

Packaging: 1,000
Brand: Tesco
Make/Model: 221-T-R6

52-200-04

190. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in black Red in Color. $ 0.31 /Each
Acceptable: EJ Brooks #6170600-1RED
Estimated Quantity – 3,600 Each
Maintain Stock – 1,000 Each

Packaging: 1,000
Brand: TESCO
Make/Model: 221-1-R6

52-200-05

191. Plastic Padlock Meter Seal, Galvanized Hasp, stamped "IP&L" in white Dark Blue in Color. $ 0.54 /Each
Acceptable: EJ Brooks #6170600-13 DARK BLUE
Estimated Quantity - 5,000 Each
Maintain Stock – 1,000 Each

Packaging: 1,000
Brand: TESCO
Make/Model: 221-3-R6

52-250-05

192. Meter Disconnect Sleeve for Socket Type Meter $ 45.16 /Each
Acceptable: Milbank #M-5
Brooks #600-MDD
Estimated Quantity – 7,000 Each
Maintain Stock – 1,000 Each

Packaging: 1
Brand: Milbank
Make/Model: M-5

52-500-10

193. Meter Test Switch, 10 Pole with Solderless Terminals $_____/Each
Acceptable: Meter Devices #110-54521 ST
Estimated Quantity - 12 Each
Maintain Stock - 2 Each

Packaging:_____
Brand:_____
Make/Model:_____

No Response on item

GROUP 9 - CURRENT TRANSFORMERS

Lead time required for Group 9 items: STK - 33 weeks

	ITEMS	UNIT PRICE
	53-100-02	
194.	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: 1 Brand: GE Make/Model: 750X134057	$192.11 /Each
	53-101-02	
195.	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: 1 Brand: GE Make/Model: 750X133311	$143.53 /Each
	53-101-04	
196.	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: 1 Brand: GE Make/Model: 750X133313	$143.53 /Each
	53-103-02	
197.	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: 1 Brand: GE Make/Model: 750X236202	$146.75 /Each

53-103-04

198. Transformer, current, 400:5 radio, 600 volt, window type for pad mounted distribution transformer, per specification # CT10302 attached. $146.75/Each
Acceptable: Astra AP-4, CAT. #603
Estimated Quantity - 12 Each
Maintain Stock - 6 Each

Packaging: 1
Brand: GE
Make/Model: 750X236204

GROUP 10 - LAMPS, LUMINAIRES AND PHOTO CELLS

Lead time required for Group 10 items: Stk - 10 wks

	ITEMS	UNIT PRICE
199.	60-300-07 Area Flood light, 78W LED Acceptable:Howard Ind UFB3MD64YBP10N Estimated Quantity - 24 EachMaintain Stock - 12 Each Packaging: 1 Brand: Scico Make/Model: UFB3MD64YBP10N	$ 256.74 /Each
200.	60-300-15 Area Flood light, 150W LED Acceptable:Howard Ind UFB3MD64YBP15N Estimated Quantity - 108 EachMaintain Stock - 24 Each Packaging: 1 Brand: Scico Make/Model: UFB3MD64YBP15N	$ 256.74 /Each
201.	60-406-70 70W LED LUM w/pc arm Acceptable:Evluma AX-70-50-5-D-P-STD-6 Estimated Quantity - 300 EachMaintain Stock - 24 Each Packaging: 1 Brand: Evluma Make/Model: Ax-70-50-5-D-P-STD-6	$ 271.74 /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: 1 Brand: American Electric Make/Model: RK511/W1t M3 PKG Arm	$ 38.04 /Each
203.	60-900-55 LED Roadway Luminaire, 55W 120/208/240/277V. Acceptable:Howard Ind LRS1DMV34KGY1P7N, Evluma RX1-050C4T3G0-F7HGL0-A0BN Estimated Quantity – 200 Each Maintain Stock – 24 Each Packaging: 1 Brand: Evluma Make/Model: RX1-050C4T3G0-F7HGL0-A0BN	$ 222.83 /Each

60-901-60

204. LED Roadway Luminaire, 160W 120/208/240/277V $ 358.70 /Each
Acceptable:HowardIndLRM1VMV24KGY1P7NP15,
EvLuma RX2-160E4T2G0-F7HGL0-A0BN
Estimated Quantity – 36 Each
Maintain Stock – 12 Each

Packaging: 1
Brand: EvLuma
Make/Model: RX2-160E4T2G0-F7HGL0-A0BN

60-902-70

205. LED Roadway Luminaire, 270W 120/208/240/277V $ 391.30 /Each
Acceptable:Howard Ind LRL1KMV24KGY1P7N,
EvLuma RX2-220E4T2G0-F7HGL0-A0BN
Estimated Quantity – 60 Each
Maintain Stock – 12 Each

Packaging: 1
Brand: EvLuma
Make/Model: RX2-220E4T2G0-F7HGL0-A0BN

63-000-01

206. Photo Control, Dual Volt, 1000W $ 13.37 /Each
Acceptable:Howard Ind HI-LL-127-15-BK-A
Estimated Quantity – 150 Each
Maintain Stock – 24 Each

Packaging: 1
Brand: Sealco
Make/Model: HI-LL-127-A5-BK-A

MISCELLANEOUS
REQUIREMENTS

1. Bidders must accept the City's Terms & Conditions without exceptions in order to be considered for award.
2. Questions must be submitted through Public Purchase. The deadline for questions is 2:00 PM local time on December 2, 2025.
3. Bids must be received by 2:00 PM local time on December 5, 2025 through Public Purchase.
4. The City reserves the right to make multiple awards.
5. Please list a contact person for questions regarding the bid response.
6. A bid tabulation and Notice of Award will be posted on Public Purchase upon completion of the evaluation. Bid results will not be provided over the phone.
7. 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.

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 () renewal of this Contract: Yes_____

No_____

Escalator/Deescalator Method: _____

Vendor agrees to a third-year () renewal of this Contract:

Yes_____ No_____

Escalator/Deescalator Method: _____

Vendor agrees to a fourth-year () renewal of this Contract:

Yes_____ No_____

Escalator/Deescalator Method: _____

Vendor agrees to a fifth-year () renewal of this Contract:

Yes_____ No_____

Escalator/Deescalator Method: _____

Does the vendor accept procurement cards without service fees for all orders?

Yes_____ No _____

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_____No _____

Does the bidder accept the City's terms and conditions without an exceptions?

Yes_____No _____

Procedure for expediting orders when shipment must be received in less than normal time period:

_____

_____

_____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Anixter Inc., in the amount of $400,000.00 for aluminum and copper cable/wire, and to authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

IPL utilizes aluminum and copper cable for new construction, capital improvement projects, outage response, and other operational work essential to maintaining efficient daily operations. These cable materials are critical components in sustaining reliable electric service for IPL customers. Anixter Inc., was awarded a contract in 2026 pursuant to Invitation to Bid 26018.

Approval of this item authorizes the Finance Director to issue change orders not to exceed ten percent of the authorized amount, provided that sufficient appropriations are available

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is $440,000, including a 10% contingency. Funding for the aluminum & copper cable/wire is included in the fiscal year 2026-2027 proposed budget, page 215, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Anixter Bid - ITB 26018 - Aluminum & Copper Cable

Aluminum and Copper Cable

ITB #26018

June 4, 2026

Independence Power & Light
20201 E. Jackson Drive
Independence, MO 64051-0519

Dear Phil:

We greatly appreciate the opportunity to respond to Independence Power & Light's (IP&L) Aluminum and Copper Cable ITB. We strongly believe that our background, experience, and industry expertise positions Wesco to optimize a solution, fully implement and manage the Aluminum and Copper materials and program requirements for IP&L.

As one of the largest supply chain service providers in North America, Wesco is well positioned to support your program and provide a long-term, scalable solution with the following:

- **Local Expertise and Resources:** IP&L will be supported through Wesco's Utility Group with experienced local team and access to international industry-leading Wesco resources and expertise.
- **Track Record of Success:** Wesco has provided support for similar programs, and we will deploy our own best practices based on these experiences.
- **Flexibility and Scalability:** We will support this business within our existing Olathe facility. Wesco also has multiple facilities within the geographical area to help support the program as backup through our existing warehousing network.

During volatile market conditions and uncertain economic times, it takes companies working together as true partners to drive continuous improvement and create businesses that can thrive. Wesco has a long history supporting our customers' complex supply chain programs where relationships have been successful and productive for decades.

Wesco is committed to providing IP&L with the highest service levels in the industry. Working together in the market will provide the ability to reduce costs, increase productivity and reap the true benefits of collaboration. We look forward to meeting with the IP&L team to further discuss our proposed solution and services.

Regards,

Adam Owen
Adam Owen
Manager – Sales

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About Wesco

Wesco International, Inc. (NYSE: WCC) builds, connects, powers, and protects the world. Headquartered in Pittsburgh, Pennsylvania, Wesco is a FORTUNE 500® company with $23.5 billion in annual sales and a leading provider of business-to-business distribution, logistics services, and supply chain solutions. In June 2020, Anixter International became a wholly owned subsidiary of Wesco. The combined company is the largest supply chain services provider in North America.

Wesco offers a best-in-class product and services portfolio of Electrical and Electronic Solutions, Communications and Security Solutions, and Utility and Broadband Solutions. Wesco employs approximately 21,000 people, partners with the industry's premier suppliers, and serves thousands of customers around the world, including more than 90% of FORTUNE 100® companies.

With nearly 1.5 million products, end-to-end supply chain services, and leading digital capabilities, Wesco provides innovative solutions to meet customer needs across commercial and industrial businesses, contractors, government agencies, institutions, telecommunications providers, and utilities.

Wesco operates approximately 700 branches, warehouses and sales offices in more than 50 countries, providing a local presence for customers and a global network to serve multi-location businesses and multi-national corporations.

100
YEARS IN BUSINESS

21,000
EMPLOYEES

$23.5B
2025 REVENUE

35,000
SUPPLIERS

700
BRANCHES

$2B
INVENTORY

Services & Capabilities

- ✓ Automation
- ✓ Capital Projects
- ✓ Datacom & Security
- ✓ Direct Material
- ✓ Disaster Recovery
- ✓ Electrical
- ✓ Gas
- ✓ Integrated Supply
- ✓ Lighting
- ✓ MRO
- ✓ Repair Services
- ✓ Safety
- ✓ Sustainability
- ✓ Wire and Cable

Executive Summary

We have many integrated supply chain programs with customers. We are proven experts in our field and have been servicing the utility industry for more than 80 years. We also have access to several product categories and solutions that will enable our partnership to continue to grow.

We believe our solution offer is the most cost-effective and most efficient approach at this time based on the information provided within the ITB. With a scalable approach, our solution offering focuses on sourcing and procurement, material fulfillment, emergency response, and pertinent back-office functions. Our goal is to provide:

- A highly competitive service model that is scalable and flexible
- Flawless execution of our scope of work offering
- A comprehensive solution aligned with your business objectives
- Proven emergency response services
- Access to a deep and wide product and service offering
- Innovative technology solutions

As one of the largest utility distributors in North America servicing thousands of utility customers, we are uniquely positioned to support IP&L's Cable material requirements. We process tens of thousands of line transactions per day throughout our network. We offer the best value in the market by maintaining and operating the resources necessary to scale and execute our customized service models per customer.

Along with our continued history of providing supply chain services, we are confident our solution will bring value to IP&L's current supply chain and procurement processes.

Solution Offer and Capabilities

As the largest supply chain services provider supporting the utility market, we have a multitude of material management and warehousing services to offer our customers. Wesco will support IPL&'s Cable materials through our Olathe, MO facility. We offer full-service solutions to help our customers build a strong safety culture, focused on mitigating risks and improving efficiency.

Our experienced team has access to an extensive history of best practices in operations programs and exceptional personnel in delivering quantifiable results. Our proprietary systems, processes, and dedicated support teams have been developed to provide optimized operations efficiencies within a flexible program structure.

Wesco's goal is to streamline core supply chain processes by reducing transactions and automating key processes. Our most successful integrated programs have a collaborative, technical integration strategy.

Our program offering will include the following key elements:

- **Sourcing and Warehousing:** Procure, maintain, and manage sufficient inventory levels of day-to-day, storm and project materials based on IP&L forecasts within the Olathe facility.
- **Utility Experience and Focus:** Experienced dedicated program personnel as well as existing, utility focused professionals within our existing operation.
- **Logistics:** Regular and reliable deliveries to IP&L.
- **eCommerce:** Integration into our ERP system, SX.e, to facilitate staging, packaging, reporting, and auditing to support all functions of the business.
- **Emergency / Storm Support:** Wesco has extensive experience supporting storms and other emergencies with around-the-clock sourcing and logistics support to ensure access to the products and services during the restoration phase of the response.

Wesco Network Branches

As a premier supply chain services provider, warehousing and logistics are part of Wesco's core strengths. The main supporting location, Olathe, will be backed by our entire North American network of utility-focused warehouse locations. This will allow us to provide uninterrupted emergency support as needed.

Wesco maintains established standard operating procedures for warehouse operations that meet or exceed industry standards. Our procedures include:

- **Receiving, Pick, Pack, Ship**: Processes managed through documented procedures. Metrics in each area are being established to drive continuous improvement. Our internal procedures and processes are based on the criteria used for ISO certification.
- **Warehouse Labor**: Wesco utilizes established and tested Key Performance Indicators (KPIs) to model staffing requirements to efficiently manage the work volume associated with the program. These metrics are established based on the scope of work and are adjusted accordingly as changes in scope occur.
- **Customized Releases**: Wesco provides customized materials releases to provide crews with only the material necessary to complete their "work order, work packet, or feeder". This helps ensure materials released are documented and follow chain of custody processes.
- **Safety Program:** Wesco maintains a formal and documented safety program. Our team will also fully adhere to and support IP&L's safety program.

Supplier Relationships and Management

Wesco is one of the largest and most diversified distributors throughout North America. The Wesco team works with top manufacturers to maintain an unparalleled sourcing pipeline, giving our customers unmatched access to the products and solutions they need.

Our supplier relationships are extremely important to us, providing access to a wide range of products, services, technical training, and sales and marketing support. We do work with most manufacturers; however, we target much of our business with the top manufacturers to gain preferential service and pricing for our customers. We leverage these relationships on behalf of our customers.

Logistics and Delivery

Wesco will provide standard ground shipments to IP&L from our Olathe facility. Orders are consolidated and shipped out weekly or as needed. Wesco can provide next-day delivery on most shipments.

Any expedited or special delivery services will be charged to IP&L at the time of shipment.

Inventory Planning

Wesco will continue to utilize comprehensive inventory analysis tools to support the optimization of program inventory at the site level. Inventory management is one of our core competencies to ensure availability of core program materials while minimizing working capital. These tools include:

- **Statistical Demand Planning**: Wesco uses a proprietary inventory optimization package to calculate Order Points and Economic Order Quantities for all program items. These target inventory levels are updated monthly, incorporating a two-year demand history.
- **Integrated Forecasting**: Wesco uses data obtained from IP&L's planning, scheduling, engineering, and procurement groups to assess forward looking demand. Insight into anticipated demand shifts allows us to react with minimal or no service disruption.



- **Continuous Stocking Strategy Analysis**: Our team will continually analyze the current stocking strategies based on the results of our data analysis.

Emergency and Storm Support

Emergency Response Service is an area in which Wesco excels. With respect to inventory management for and during emergency events, the key to a successful recovery is in adequate disaster recovery planning.



We also realize that, unlike a planned generation outage, unplanned events are emergent and require immediate response. Wesco is here for you, before, during, and after any emergency event. From planning and preparedness to response, recovery and rebuilding, our experts can help you minimize downtime and interruption to your business.

Wesco will review your current processes and develop a customized storm and emergency response plan to protect your infrastructure including:

- Pre-assembled storm and emergency kits
- Material management
- Third-party logistics
- Contractor coordination
- Safety programs
- Lay down yard set-up and management
- Inventory recovery and reclamation

Reporting and Key Performance Indicators

Wesco can provide a variety of customer reports in several different formats and delivery means. We can meet Independence's report requirements and frequency. We can provide a multitude of order service metrics reporting as well, our reporting capabilities provide a great deal of increased operational insight and transparency into our support of your business.

Wesco will work collaboratively with Independence to develop appropriate, meaningful, and measurable key performance indicators (KPIs). The KPIs applicable to the program will be reviewed during regularly scheduled Business Review meetings and reported on a frequency mutually agreed upon. The key to successful contract execution is through effective and real time communication.

Commercial Summary

Pricing

Wesco has submitted line-item pricing on the Bid Form as instructed within the RFP.

Payment Terms

Wesco will continue to offer Independence payment terms of Net 30 days.

Tariffs

Wesco is committed to transparency in managing tariffs that may apply to materials and products we provide. Given the potential for changes in tariff policies, we reserve the right to reissue quotes in response to tariff adjustments. While our current terms and conditions already provide this flexibility, we thought it important to highlight this aspect, recognizing the dynamic nature of the market.

Reservation of Rights

Wesco reserves the right, upon award of the bid and Wesco's acceptance, to negotiate commercially reasonable terms and conditions which are mutually acceptable to the parties to reflect Wesco's role as a distributor, including in the areas of warranty, indemnification, liquidated damages/late delivery penalties, and reasonable limitations of liability.

Additional Value-add Services

Wesco is the premier distributor of Wire and Cable (W&C) products across the U.S. Our business was founded on the principle of cutting W&C to the customers' required length, in lieu of passing through manufacturer standard length reels. We have grown this concept to include all facets of W&C management.

Cut-To-Length Program

Challenges that face multi-site, large scale utility customers include the revenue leak as standard spool lengths are shipped to the field, where inevitably significant portions will be lost to scrap. Field cutting can

negatively impact the productivity of work crews and ultimately the ROI on the original investment in both cable and personnel, who use up large amounts of time with sometimes inadequate tools or training to produce the cut lengths.

The solution to revenue and productivity challenges described here is to centralize cutting and storage to an off-site location, where the processes can be better controlled. First, this allows field personnel to focus on installation and dedicate the valued space in their work areas to that objective, rather than to divide their focus onto storage and cutting. Secondly, the process improvements in a controlled environment provide cost savings, such as reducing labor time and scraps for pre-cutting lengths, lack of cable markings, managing scrap lengths and disposition, reducing the number of cable vendors, and re-allocating buyers and planners who no longer need to support the various field sites individually.

Benefits of Wire Cut-to-Length:

- Reduces Potential for Cutting Related Safety Issues in the Field
- Increases wire Availability
- Reduces Job Delays and Increases Contractor Productivity
- Reduces Scrap and Rework
- Provides Enhanced Reel Tracking and Management
- Reduces Wood Reel Waste Through Re-Use and recycling
- Maximizes Investment Recovery of Tails, Short Lengths, and Scrap

Aluminum & Copper Cable – ITB #26018

Escalation/De-escalation Formula

Pricing is subject to escalation and de-escalation at time of shipment based on applicable copper and aluminum market indices provided by the respective manufacturers (CME, Copperweld, and Southwire).

1. Index Basis and Base Values

The following indices and base values are used to calculate price adjustments:

- **CME (COMEX-Based)**
  - Copper Base: **$5.9000/lb** (COMEX 1st Position)
  - Aluminum Base: **$1.6000/lb** (equivalent to approx. $274.33/CWT)
- **Copperweld**
  - Copper Base: **$6.342/lb**
  - *Note: Copperweld products are copper based only and are not subject to aluminum escalation.*
- **Southwire (Published Indices, $/CWT)**
  - Copper Base (May 2026): **$650.00/CWT**
  - Aluminum Base (May 2026): **$290.00/CWT**

2. Escalation / De-Escalation Formula

Price adjustments at time of shipment are calculated using the following general formulas:

Copper Adjustment:

(Shipment Copper Index – Base Copper Index) × Copper Content (lbs)

Aluminum Adjustment (where applicable):

(Shipment Aluminum Index – Base Aluminum Index) × Aluminum Content (lbs)

Total Adjustment:

Sum of applicable metal adjustments

- If the shipment index exceeds the base, the price is escalated
- If the shipment index is below the base, the price is de-escalated

For **Copperweld products**, only the copper adjustment applies.

3. Three-Month Index History (Southwire)

Month	Copper ($/CWT)	Aluminum ($/CWT)
March 2026	585.90	243.03
April 2026	565.17	261.79
May 2026	650.00	290.00

INDEPENDENCE
MISSOURI

Procurement Division
20201 E. Jackson Drive, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid #26018
Aluminum and Copper Cable
Response Deadline Date and Time: May 28, 2026 at 2:00 p.m., Local Time

Deadline for questions is 2:00 p.m. local time on May 25, 2026
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Anixter Inc., a subsidiary of Wesco Distribution Inc. Phone Number 816-812-3869
(Please print or type)

Address 22614 W. 167th Street City Olathe State KS Zip 66062

Name of Authorized Agent Adam Owen Email adam.owen@anixter.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. 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-DISCRMINATION 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). 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. F~~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, 20201 E. Jackson Drive, P.O. Box 1019,

Independence, MO 64057.

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 #26018
Aluminum and Copper Cable

The bidder agrees to accept the City's terms and conditions without any exceptions.

Company: Anixter Inc., a subsidiary of Wesco Distribution Inc.

Authorized Representative: Adam Owen

Title: Manager - Sales

INVITATION TO BID#26018
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 June 30, 2027. 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 July 7, 2026 -June 30, 2027- Notice of Award –July 7, 2026
- Second Term July 1, 2027 – June 30, 2028
- Third Term July 1, 2028 – June 30, 2029
- Fourth Term July 1, 2029 – June 30, 2030
- Fifth Term July 1, 2030 – June 30, 2031

Dates are tentative and subject to change

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.

MISCELLANOUS

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 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; CME (ALT)

MFG Catalog # Quoting: 10201203; AMES (ALT)

Delivery to be 210; 112 (ALT) days after receipt of order. Est.

Quantity: 2088 POUNDS

Unit Cost: $6.28 ; $5.12 (ALT) Total Cost: $13,108.00 ; $10,692.65 (ALT)

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; CME (ALT)

MFG Catalog # Quoting: 10204601; AMHERST (ALT)

Delivery to be 210; 112 (ALT) days after receipt of order. Est.

Quantity: 4200 POUNDS

Unit Cost: $5.98 ; $5.13 (ALT) Total Cost: $25,106.67 ; $21,537.60 (ALT)

Stock Item Specification Page

Stock Number: 20-205-59

I
tem 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; CME (ALT)

MFG Catalog # Quoting: 10208701; DARIEN (ALT)

Delivery to be 280; 112 (ALT) days after receipt of order. Est.

Quantity: 43,440 FEET

Unit Cost: $3.07 ; $2.60 (ALT) Total Cost: $133,453.95 ; $113,030.88 (ALT)

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; CME (ALT)

MFG Catalog # Quoting: 10144442; DOVE (ALT)

Delivery to be 280; 112 (ALT) days after receipt of order.

Est.Quantity: 7660 POUNDS

Unit Cost: $4.67 ; $3.91 (ALT) Total Cost: $35,746.67 ; $29,950.60 (ALT)

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 175 days after receipt of order.

Est.Quantity: 705 POUNDS

Unit Cost: $5.46 Total Cost: $3,852.43

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 175 days after receipt of order. Est.

Quantity: 1572 POUNDS

Unit Cost: $7.60 Total Cost: $11,941.09

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 175 days after receipt of order. Est.

Quantity: 3712 POUNDS

Unit Cost: $5.55 Total Cost: $20,614.39

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 175 days after receipt of order. Est.

Quantity: 1890 POUNDS

Unit Cost: $5.89 Total Cost: $11,128.32

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 175 days after receipt of order. Est.

Quantity: 542 POUNDS

Unit Cost: $7.28 Total Cost: $3,944.25

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 175 days after receipt of order. Est.

Quantity: 10,520 POUNDS

Unit Cost: $4.94 Total Cost: $51,924.38

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 175 days after receipt of order. Est.

Quantity: 867 POUNDS

Unit Cost: $5.03 Total Cost: $4,357.64

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: Southwire

MFG Catalog # Quoting: 10531201

Delivery to be 175 days after receipt of order. Est.

Quantity: 701 POUNDS

Unit Cost: $5.25 Total Cost: $3,679.70

Stock Number: 20-700-40

Item No.: 13

Description: CABLE, ALUMINUM, QUADRUPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE. ACSR NEUTRAL, PHASE CONDUCTOR #4/0, 19-STRAND NEUTRAL SIZE #4/O, 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 175 days after receipt of order. Est.

Quantity: 2402 POUNDS

Unit Cost: $4.79 Total Cost: $11,494.90

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 70 days after receipt of order
.

Est. Quantity: 145 POUNDS

Unit Cost: $6.08 Total Cost: $880.99

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 70 days after receipt of order. Est.

Quantity: 270 POUNDS

Unit Cost: $4.95 Total Cost: $1,337.55

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 70 days after receipt of order. Est.

Quantity: 1000 FEET

Unit Cost: $2.21 Total Cost: $2,211.11

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 70 days after receipt of order. Est.

Quantity: 612 POUNDS

Unit Cost: $5.49 Total Cost: $3,358.72

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 70 days after receipt of order. Est.

Quantity: 1656 POUNDS

Unit Cost: $5.66 Total Cost: $9,380.87

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 70 days after receipt of order. Est.

Quantity: 970 POUNDS

Unit Cost: $6.49 Total Cost: $6,299.40

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 70 days after receipt of order. Est.

Quantity: 11,032 POUNDS

Unit Cost: $4.97 Total Cost: $54,795.94

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 70 days after receipt of order. Est.

Quantity: 3000 FEET

Unit Cost: $3.32 Total Cost: $9,953.63

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 70 days after receipt of order. Est.

Quantity: 1000 FEET

Unit Cost: $5.34 Total Cost: $5,343.64

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 56 days after receipt of order. Est.

Quantity: 2500 FEET

Unit Cost: $3.07 Total Cost: $7,684.64

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: Southwire

MFG Catalog # Quoting: 61030601

Delivery to be 56 days after receipt of order. Est.

Quantity: 13,956 POUNDS

Unit Cost: $6.13 Total Cost: $85,596.80

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: Southwire

MFG Catalog # Quoting: 66031501

Delivery to be 98 days after receipt of order. Est.

Quantity: 8734 POUNDS

Unit Cost: $6.48 Total Cost: $56,606.99

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 minimum order per Manufacturer.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 61683702

Delivery to be 196 days after receipt of order. Est.

Quantity: 11,000 FEET

Unit Cost: $19.29 Total Cost: $212,138.67

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 56 days after receipt of order.

Est.Quantity: 400 FEET

Unit Cost: $1.18 Total Cost: $473.33

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 119 days after receipt of order. Est.

Quantity: 200 POUNDS

Unit Cost: $10.72 Total Cost: $2,144.44

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 238 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $6.39 Total Cost: $3,194.44

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 84 days after receipt of order. Est.

Quantity: 200 POUNDS

Unit Cost: $12.67 Total Cost: $2,533.42

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 238 days after receipt of order. Est.

Quantity: 222 POUNDS

Unit Cost: $9.72 Total Cost: $2,158.33

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 119 days after receipt of order.

Est.Quantity: 115 POUNDS

Unit Cost: $9.68 Total Cost: $1,113.39

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 119 days after receipt of order. Est.

Quantity: 230 POUNDS

Unit Cost: $11.20 Total Cost: $2,575.49

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: COPPERWELD

MFG Catalog # Quoting: Q6C1620A

Delivery to be 91 days after receipt of order. Est.

Quantity: 8000 FEET

Unit Cost: $0.64 Total Cost: $5,155.56

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 56 days after receipt of order. Est.

Quantity: 450 POUNDS

Unit Cost: $9.53 Total Cost: $4,290.00

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 56 days after receipt of order. Est.

Quantity: 150 POUNDS

Unit Cost: $9.76 Total Cost: $1,463.33

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 119 days after receipt of order. Est.

Quantity: 560 POUNDS

Unit Cost: $32.76 Total Cost: $18,346.22

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 119 days after receipt of order.

Est.Quantity: 572 POUNDS

Unit Cost: $11.08 Total Cost: $6,336.11

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 119 days after receipt of order. Est.

Quantity: 740 POUNDS

Unit Cost: $11.72 Total Cost: $8,672.80

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 98 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.22 Total Cost: $109.52

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.32 Total Cost: $160.53

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 21 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: $0.32 Total Cost: $160.53

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.32 Total Cost: $160.53

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.26 Total Cost: $129.76

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.26 Total Cost: $129.76

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.26 Total Cost: $129.76

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 28 days after receipt of order. Est.

Quantity: 8000 FEET

Unit Cost: $0.62 Total Cost: $4,970.76

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 28 days after receipt of order. Est.

Quantity: 1500 FEET

Unit Cost: $0.49 Total Cost: $738.43

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 28 days after receipt of order.

Est.Quantity: 500 FEET

Unit Cost: $0.49 Total Cost: $246.14

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.48 Total Cost: $240.59

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.48 Total Cost: $240.59

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: 37117903

Delivery to be 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 37114603 Total Cost:

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: $0.48 Total Cost: $240.59

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.48 Total Cost:

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.40 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: Southwire

MFG Catalog # Quoting: 22978101

Delivery to be 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.40 Total Cost:

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.40 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: Southwire

MFG Catalog # Quoting: 22979901

Delivery to be 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.40 Total Cost:

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 98 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $1.28 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: Southwire

MFG Catalog # Quoting: 61908801

Delivery to be 98 days after receipt of order. Est.

Quantity: 2000 FEET

Unit Cost: $2.08 Total Cost: $4,150.42

Stock Number: 25-008-01

Item No.: 61

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTMB8, #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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $3.48 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: Southwire

MFG Catalog # Quoting: 11354801

Delivery to be 28 days after receipt of order. Est.

Quantity: 1000 FEET

Unit Cost: $9.60 Total Cost: $9,600.21

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $10.31 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: Southwire

MFG Catalog # Quoting: 50898628

Delivery to be 112 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $15.25 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: Southwire

MFG Catalog # Quoting: 58553401

Delivery to be 196 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: $0.97 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: Adam Owen

Title: Manager - Sales

Primary telephone number: 816-812-3869

Alternate telephone number: N/A

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 PLOYETHYLENE 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 ASTMB-231, MAXIMUM OPERATING TEMPERTURE 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-RETURANABLE 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 ASTMB-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

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

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.

Note: Invoices may not be processed for payment until cables/reels have been inspected and/or testing verified.

End of Specification

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to authorize the City Manager to issue a purchase order(s) to Fletcher-Reinhardt Company in the amount of $400,000.00 for aluminum and copper cable/wire, and authorize change orders up to ten (10%) percent of the authorized amount for future change orders, to support the Power & Light Department (IPL) in Fiscal Year 2026-2027.

Recommendations:
Council approval to authorize expenditures for aluminum & copper cable/wire.

Background:
IPL utilizes aluminum and copper cable for new construction, capital projects, outage response, and other operational work necessary to maintain efficient daily operations. These cable materials are essential to ensuring the reliability of service provided to IPL customers. Fletcher-Reinhardt Company was awarded a contract in 2026 through Invitation to Bid 26018, which included four optional one-year renewal periods extending through June 30, 3031.

Approval of this item authorizes the Finance Director to issue change orders up to ten (10) percent of the authorized amount, provided that sufficient appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact on the city is $440,000, including contingency. Funding for the aluminum & copper cable/wire is included in the fiscal year 2026-2027 proposed budget, page 215, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS
Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Fletcher-Reinhardt Bid - ITB 26018 - Aluminum & Copper Cable - Revision for Freight Purposes.cleaned

INDEPENDENCE
MISSOURI

Procurement Division
20201 E. Jackson Drive, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid #26018
Aluminum and Copper Cable
Response Deadline Date and Time: May 28, 2026 at 2:00 p.m., Local Time

Deadline for questions is 2:00 p.m. local time on May 25, 2026
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 Ex Ct City Bridgeton State MO Zip 63044

Name of Authorized Agent Kevin Arndt Email kevin.arndt@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

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-DISCRMINATION 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). 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.

**bidder clarifies the term "firm prices." Southwire quotes firm, but with metals escalation/de-escalation.

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. F~~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, 20201 E. Jackson Drive, P.O. Box 1019,

Independence, MO 64057.

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 #26018
Aluminum and Copper Cable

The bidder agrees to accept the City's terms and conditions without any exceptions.

Company: Fletcher-Reinhardt Company

Authorized Representative: Kevin Arndt

Title: Sales Representative

INVITATION TO BID#26018
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 June 30, 2027. 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 July 7, 2026 -June 30, 2027- Notice of Award –July 7, 2026
- Second Term July 1, 2027 – June 30, 2028
- Third Term July 1, 2028 – June 30, 2029
- Fourth Term July 1, 2029 – June 30, 2030
- Fifth Term July 1, 2030 – June 30, 2031

Dates are tentative and subject to change

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.

MISCELLANOUS

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 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 210 days after receipt of order. Est.

Quantity: 2088 POUNDS

Unit Cost: 6.277/lb Total Cost: 13,106.376

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 Amherst

Delivery to be 210 days after receipt of order. Est.

Quantity: 4200 POUNDS

Unit Cost: 5.977/lb Total Cost: 25,103.40

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 Darien

Delivery to be 210 days after receipt of order. Est. *Note: 10,000ft MOQ required if stock is depleted

Quantity: 43,440 FEET

Unit Cost: 3.09/ft or $5.888/lb Total Cost: 133,932.40

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 280 days after receipt of order. *Note: 10,000ft MOQ is required if factory stock is depleted

Est.Quantity: 7660 POUNDS

Unit Cost: 4.66/lb Total Cost: 35,695.60

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 175 days after receipt of order. *note: 10,000ft MOQ is required if factory stock is deplated

Est.Quantity: 705 POUNDS

Unit Cost: 5.20/lb or 0.7333/ft Total Cost: 3,664.59

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 Shepherd

Delivery to be 175 days after receipt of order. Est.

Quantity: 1572 POUNDS

Unit Cost: 0.566/ft Total Cost: 11,206.80

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 Conch

Delivery to be 175 days after receipt of order. Est.

Quantity: 3712 POUNDS

Unit Cost: $1,438.88/ft Total Cost: 20,719.872

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 Periwinkle

Delivery to be 175 days after receipt of order. Est.

Quantity: 1890 POUNDS

Unit Cost: 1.077/ft Total Cost: 11,308.50

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 Voluta

Delivery to be 175 days after receipt of order. Est.

Quantity: 542 POUNDS

Unit Cost: 0.823/ft Total Cost: 3,621.20

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 Neritina

Delivery to be 175 days after receipt of order. Est.

Quantity: 10,520 POUNDS

Unit Cost: 2.054/ft Total Cost: 49,296.00

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 Mursia

Delivery to be 175 days after receipt of order. Est.

Quantity: 867 POUNDS

Unit Cost: 3.178 Total Cost: 4,131.40

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: Southwire

MFG Catalog # Quoting: 10531201 Costena

Delivery to be 175 days after receipt of order. Est.

Quantity: 701 POUNDS

Unit Cost: 2.890/ft Total Cost: 3,468.00

Stock Number: 20-700-40

Item No.: 13

Description: CABLE, ALUMINUM, QUADRUPLEX, NEUTRAL-SUPPORTED SECONDARY AND SERVICE DROP CABLE. ACSR NEUTRAL, PHASE CONDUCTOR #4/0, 19-STRAND NEUTRAL SIZE #4/O, 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 Appaloosa

Delivery to be 175 days after receipt of order. Est.

Quantity: 2402 POUNDS

Unit Cost: 4.946/ft Total Cost: 10,881.20

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 Harvard

Delivery to be 70 days after receipt of order
.

Est. Quantity: 145 POUNDS

Unit Cost: 0.888/ft Total Cost: 888.00

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 Beloit

Delivery to be 70 days after receipt of order. Est. **note: this item has a 10,000ft MOQ per order

Quantity: 270 POUNDS

Unit Cost: 1.294/ft Total Cost: 1,294.00

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 Rutgers

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 1000 FEET

Unit Cost: 2.211 Total Cost: 2,211.00

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 Emory

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 612 POUNDS

Unit Cost: 3.166/ft Total Cost: 3,166.00

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 Ramapo

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 1656 POUNDS

Unit Cost: 1.555/ft Total Cost: 9,330.00

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 Vassar

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 970 POUNDS

Unit Cost: 1.222/ft Total Cost: 6,110.00

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 Brenau

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 11,032 POUNDS

Unit Cost: 1.922/ft Total Cost: 51,894.00

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 Sweetbriar

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 3000 FEET

Unit Cost: 3.317/ft Total Cost: 9,951.00

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 Wesleyan

Delivery to be 70 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 1000 FEET

Unit Cost: 5.343/ft Total Cost: 5,343.00

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 54 days after receipt of order. Est.

Quantity: 2500 FEET

Unit Cost: 3.073/ft Total Cost: 7,682.50

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: Southwire

MFG Catalog # Quoting: 61030601

Delivery to be 54 days after receipt of order. Est.

Quantity: 13,956 POUNDS

Unit Cost: 3.286/ft Total Cost: 82,150.00 10 reels

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: Southwire

MFG Catalog # Quoting: 66031501

Delivery to be 54 days after receipt of order. Est.

Quantity: 8734 POUNDS

Unit Cost: 5.620/ft Total Cost: 70,250.00 5 reels

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 minimum order per Manufacturer.

MFG Name Quoting: Southwire

MFG Catalog # Quoting: 61683702

Delivery to be 196 days after receipt of order. Est.

Quantity: 11,000 FEET

Unit Cost: 19.285/ft Total Cost: 212,135.00

Stock Item Specification PageStock 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 54 days after receipt of order.

Est.Quantity: 400 FEET

Unit Cost: 1.183/ft Total Cost: 473.20

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 119 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 200 POUNDS

Unit Cost: 10.722/lb Total Cost: 2,144.40

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 238 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 500 FEET

Unit Cost: 6.388/ft Total Cost: 3,194.00

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: 10707890

Delivery to be 98 days after receipt of order. Est. *note: this item has a 10,000ft MOQ per order (new item for SW)

Quantity: 200 POUNDS

Unit Cost: 1.266/lb Total Cost: 253.20

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: 10720101

Delivery to be 238 days after receipt of order. Est. *note: this item has a 10,000ft MOQ per order if no stock

Quantity: 222 POUNDS

Unit Cost: 9.722/lb Total Cost: 2,158.284

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 119 days after receipt of order. *note: this item has a10,000ft MOQ per order if no stock

Est.Quantity: 115 POUNDS

Unit Cost: 9.681/lb Total Cost: 1,113.315

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 119 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 230 POUNDS

Unit Cost: 11.197/lb Total Cost: 2,575.31

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 119 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 8000 FEET

Unit Cost: 1.141/ft Total Cost: 9,128.00

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 54 days after receipt of order. Est.

Quantity: 450 POUNDS

Unit Cost: 9.533/lb Total Cost: 4,289.85

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: 10632802

Delivery to be 54 days after receipt of order. Est.

Quantity: 150 POUNDS

Unit Cost: 9.755/lb Total Cost: 1,463.25

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 119 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 560 POUNDS

Unit Cost: 32.761/lb Total Cost: 18,346.16

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 119 days after receipt of order. *note: this item has a10,000ft MOQ per order if no stock

Est.Quantity: 572 POUNDS

Unit Cost: 11.077 Total Cost: 6,336.044

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 119 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 740 POUNDS

Unit Cost: 11.722/lb Total Cost: 8,674.28

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 98 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.219 Total Cost: 109.50

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.321/ft Total Cost: 160.50

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 21 days after receipt of order.

Est. Quantity: 500 FEET

Unit Cost: 0.321/ft Total Cost: 160.50

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.321/ft Total Cost: 160.50

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.259/ft Total Cost: 129.50

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.259/ft Total Cost: 129.50

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 21 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.259/ft Total Cost: 129.50

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 28 days after receipt of order. Est.

Quantity: 8000 FEET

Unit Cost: 0.621/ft Total Cost: 4,968.00

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 28 days after receipt of order. Est.

Quantity: 1500 FEET

Unit Cost: 0.481/ft Total Cost: 721.50

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 28 days after receipt of order.

Est.Quantity: 500 FEET

Unit Cost: 0.481/ft Total Cost: 240.50

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.481/ft Total Cost: 240.50

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 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.481/ft Total Cost: 240.50

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.481/ft Total Cost:

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: 3711

Delivery to be 28 days after receipt of order. Est.

Quantity: 500 FEET

Unit Cost: 0.481/ft Total Cost: 240.50

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.481/ft Total Cost:

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.396/ft 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: Southwire

MFG Catalog # Quoting: 22978101

Delivery to be 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.396/ft Total Cost:

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.396/ft 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: Southwire

MFG Catalog # Quoting: 22979901

Delivery to be 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 0.396/ft Total Cost:

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 98 days after receipt of order. Est. *note: this item has a 5,000ft MOQ per order if no stock

Quantity: 0 FEET

Unit Cost: 1.277/ft 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: Southwire

MFG Catalog # Quoting: 61908801

Delivery to be 98 days after receipt of order. Est. *note: this item has a 5,000ft MOQ per order if no stock

Quantity: 2000 FEET

Unit Cost: 2.075/ft Total Cost: 4,150.00

Stock Number: 25-008-01

Item No.: 61

Description: CONDUCTOR, COATED COPPER, CLASS B STRAND PER ASTMB8, #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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 3.477/ft 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: Southwire

MFG Catalog # Quoting: 11354801

Delivery to be 28 days after receipt of order. Est.

Quantity: 1000 FEET

Unit Cost: 9.600/ft Total Cost: 9,600.00

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 28 days after receipt of order. Est.

Quantity: 0 FEET

Unit Cost: 10.314/ft 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: Southwire

MFG Catalog # Quoting: 50898628

Delivery to be 112 days after receipt of order. Est. *note: this item has a10,000ft MOQ per order if no stock

Quantity: 0 FEET

Unit Cost: 15.253/ft 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: Southwire

MFG Catalog # Quoting: 62796799

Delivery to be 196 days after receipt of order. Est. *note: this item has a 10,000ft MOQ per order if no stock

Quantity: 0 FEET

Unit Cost: 19.789/ft 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: Kevin Arndt

Title: Sales Representative

Primary telephone number: 314-506-0723

Alternate telephone number: 314-704-1947

May 2026:

Price(s) quoted are based on the following metals and will be subject to escalation/de-escalation at the time of shipment per

Southwire's Adjustable Pricing Policy.

Aluminum= $290.00/CWT

Copper=$650.00/CWT

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 PLOYETHYLENE 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 ASTMB-231, MAXIMUM OPERATING TEMPERTURE 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-RETURANABLE 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 ASTMB-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

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

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.

Note: Invoices may not be processed for payment until cables/reels have been inspected and/or testing verified.

End of Specification

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Insituform Technologies, Inc. in the amount of $401,651.68, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purchase and installation of Cured-In-Place Piping (CIPP) and Manhole Lining as part of the Stormwater and Sanitary Sewer Trenchless Technology projects (No. 130508 & No. 9757).

Recommendations:

Council approval is recommended.

Background:

These services and materials are necessary to maintain the City's sanitary and stormwater infrastructure. CIPP allows for pipe life to be extended without the need for full excavations.

The pricing of this purchase is based on a Johnson County, Kansas cooperative contract (Invitation to Bid No. 2024-069, CMSD Contract No. 38). Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5 of the Independence City Code, which states that when cooperative bids or contracts are used, they will have been established pursuant to generally accepted governmental practices and the competitive bidding process.

The funding for this purchase order will break down as follows:
- $116,114.34 from the Stormwater Fund (No. 130508)
- $585,508.34 from the Sanitary Fund (No. 9757).

This is a budgeted capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $441,816, including a ten percent (10%) contingency. Funding for the sanitary portion of the Trenchless Technology Project (No. 9757) is included in the Fiscal Year 2026-2027 adopted budget, on page number 202, account number 9757-C-0317031-5406. Funding for the stormwater portion of the Trenchless Technology Project (No. 130508) is included in the Fiscal Year 2026-2027 budget, on page 203, in account number 130508-C-0587058-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2024-069 CIPP - MH Agreement fully executed
2. Independence MO-Auth 81-CIPP Signed Proposal 06 26 2026
3. 2024-069 First Renewal #1

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of January, 2025, by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "OWNER" and Insituform Technologies USA, LLC hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the OWNER has caused to be prepared, in accordance with law, specifications, plans and Bidding and Contract Documents for the proposed work or public improvement(s) herein described, and has caused to be published an advertisement inviting sealed bids for the furnishing of necessary materials, labor and equipment for, and in connection with, the public improvement(s) as herein designated and described; and

WHEREAS, the CONTRACTOR, in response to the advertisement, submitted to the OWNER, in the manner and time specified, a sealed bid for the proposed work or public improvement(s) as herein designated and described; and

WHEREAS, the OWNER, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted, and as a result of such canvass determined and declared the CONTRACTOR to be the lowest and best, responsive and responsible bidder for the proposed work or public improvement(s) as herein designated and described, and duly awarded to the CONTRACTOR an Agreement therefore, for the sum named in the CONTRACTOR's Bid.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises, covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties to these presents do hereby agree as follows:

ARTICLE 1 - WORK

1.1 The CONTRACTOR shall, in a good and workmanlike manner, and at his or her cost and expense, furnish all labor, tools, equipment, materials, and incidentals necessary to perform and complete the Work herein designated and described and required by the Contract Documents.

1.2 The Work is generally described as follows:

The entire construction of the sanitary sewer line rehabilitation as described in the Authorization encompassing all Cured In Place Pipe (CIPP) lining and additional collection system rehabilitation and repair services, including, but not limited to, manhole rehabilitation and replacement, point repairs, closed circuit televising of pipes (CCTV), and pipe cleaning issued by the Owner to the Contractor and required to be completed in accordance with the Contract Documents and includes all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

1.3 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows: IFB No. 2024-069 Sanitary Sewer Collection System Rehabilitation and Repair

1.3 In the event that an open cut repair is necessary prior to installation of the liner due to blockage, collapsed host pipe, or as required by the specifications, the Owner will direct the Contractor to repair per the unit rates listed in the bid form, Tables F and G.

1.4 The specific services to be provided by the CONTRACTOR under this Agreement shall be based upon written Authorization(s) signed by the Johnson County General Manager for each

individual Authorization. The Authorization shall describe the PROJECT, the services to be performed, the amount of compensation, as herein provided, and the established time of completion. The CONTRACTOR shall, upon receipt of an Authorization, furnish the required services in relation to the project described by the Authorization. An example of a typical Authorization form is provided in the Bid Form.

ARTICLE 2 - ENGINEER

Any and all references to Engineer as used in the Contract Documents shall be reasonably interpreted and construed to mean or refer to the Owner unless otherwise specified by Owner as different.

ARTICLE 3 - CONTRACT TIME

3.1 The CONTRACTOR agrees the initial term of this Agreement shall be for the period commencing with the effective date of this Agreement and ending after on calendar year; provided, however, this Agreement may be renewed for four (4) additional one-year periods, subject to, and in accordance with, the terms and conditions of this Agreement.

3.2 The CONTRACTOR agrees the Work will be substantially complete by the dates stated in the Authorization, and the Work completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within the time indicated in the Authorization after the date when the Contract Time commences to run as provided in the General Conditions of the Contract Documents.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in each authorization, plus any extensions thereof allowed in accordance with the Contract Documents, OWNER and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each and every calendar day that expires following the time indicated in each Authorization for completion of the Work. OWNER shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to CONTRACTOR, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for the completion of Work in accordance with the Contract Documents and CONTRACTOR shall accept in full compensation therefore, the sum set out in each Authorization, as referenced in paragraph 6.12 of this Agreement, at the unit costs set out in the CONTRACTOR's Bid. The contract maximum is five million dollars ($5,000,000) for the initial one-year term and each mutually agreed upon renewal period for a total maximum contract price of twenty-five million dollars ($25,000,000) over the five-year period, subject to annual funding and appropriation by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

OWNER shall pay the CONTRACTOR in the manner specified in the Contract Documents. Applications for Payment shall be submitted by the CONTRACTOR and processed in accordance with the Contract Documents.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. Upon OWNER's approval of CONTRACTOR's Application for Payment, OWNER will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule and subject to the applicable provisions of the Contract Documents.

5.1.1 Prior to Final Completion, progress payments will be ninety-five percent (95%) with five percent (5%) retained until the Work is complete.

5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with the applicable provisions of the Contract Documents.

ARTICLE 6 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

6.1 This Agreement (pages AG-1 to AG-5, inclusive).
6.2 Exhibits to this Agreement (pages N/A to N/A inclusive).
6.3 Bid Request No. 2024-069, including detailed specification requirements and drawings.
6.4 Performance and other Bonds attached herewith and consisting of six (6) pages.
6.5 Notice of Award.
6.6 Notice to Proceed.
6.7 General Conditions (pages 00700-1 to 00700-43, inclusive).
6.8 Supplementary Conditions (pages SC-1 to SC-16, inclusive).
6.9 Additional Supplementary Conditions (pages ASC-1 to ASC-11, inclusive).
6.10 Addenda numbers (1 and 2, inclusive).
6.11 CONTRACTOR's Bid (pages BF-1 to BF-21, inclusive), including IonWave Supplier Response.
6.12 Other documents, if any, listed below:

6.12.1 The Authorization(s) issued by the Owner to the Contractor for each Sanitary Sewer Collection System Rehabilitation and Repair Project specified thereunder,
6.12.2 The documents listed in paragraphs 6.2 et. seq. above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.
6.12.3 The Questionnaire on Page Q-1 to Q-2,
6.12.4 The Standard Detailed Technical Specifications of Johnson County Wastewater approved by KDHE on June 6, 2019,
6.12.5 The Modifications to Detailed Specifications.

6.13 The documents listed above, whether or not attached to this Agreement, are hereby incorporated by reference as if set forth fully herein and shall be made binding on OWNER and CONTRACTOR.

ARTICLE 7 – MISCELLANEOUS

7.1 *Entire Agreement.* This Agreement represents the entire agreement between the County and Contractor with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the County and Contractor regarding the same. In the event of any inconsistencies between the terms of this Agreement and the contract conditions referenced and incorporated by reference above, this Agreement shall take precedence over and above any conflicting conditions.

7.2 *Optional or Additional Services.* Should Contractor be requested to provide optional or additional services for County relative to, and in connection with, this Agreement, Contractor shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates as may set forth in the Contract Documents or as may be mutually agreed to by the parties hereto.

7.3 *No Waiver.* The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the County to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitation or the Kansas Tort Claims Act.

7.4 *Severability.* All agreements, covenants and clauses contained herein are severable, and in the event of them shall be deemed or held to be unconstitutional, invalid or unenforced-able, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

7.5 *Open Records.* The terms, conditions, requirements and obligations set forth in this Agreement are public records and are to be subject to the Kansas Open Records Act, K.S.A 45-215 et seq., and amendments thereto, and any applicable federal or state laws, or court order.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, CONTRACTOR and OWNER have caused this Agreement to be executed by their duly authorized representatives in counterparts in the prescribed manner and form on the day and year first above written.

CONTRACTOR

INSITUFORM TECHNOLOGIES USA, LLC

By _____

Patrizia H. Sordillo, Contracting & Attesting Officer
Printed Name and Title

[SEAL]

ATTEST:

By _____

Diane Partridge, Contracting & Attesting Officer
Printed Name and Title

OWNER

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

_____
Chairman, Mike Kelly

2-20-2025

[SEAL]

ATTEST:

_____
Deputy County Clerk

APPROVED AS TO FORM:

_____
Ryan P. Haga, Attorney for the Owner

Insituform® An azuria Water Solutions Company
Worldwide Pipeline Rehabilitation
1334 Enterprise Drive
Romeoville, IL 60446
Cell: 847-284-7973
bdonlon@azuria.com

To: Jeff Conway
City of Independence
14909 E Truman Road
Independence, MO, 64050
Via Email: jconway@indepmo.org

June 26th, 2026

Re:Owner: City of Indpendence MO
Project Name: Authorization #81 per the Johnson County IFB 2024-069 Sanitary Sewer Collection System Rehabilitation and Repair (CIPP/MH) Price Agreement

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Scope of Work:

Description	Quantity	Unit	Unit Price	Total
CIPP 8" x 6mm San	10,420	LF	$ 36.19	$ 377,099.80
CIPP 10" x 6mm San	2,493	LF	$ 39.93	$ 99,545.49
CIPP 12" x 6mm San	382	LF	$ 49.28	$ 18,824.96
CIPP 15" x 7.5mm San	568	LF	$ 68.20	$ 38,737.60
CIPP 15" x 7.5mm Storm	606	LF	$ 68.20	$ 41,329.20
CIPP 18" x 9mm Storm	512	LF	$ 87.45	$ 44,774.40
CIPP 20" x 10.5mm Storm	69	LF	$ 108.79	$ 7,506.51
CIPP 8" x 1.5mm (Increase) San	647	LF	$ 2.90	$ 1,876.30
CIPP 10" x 3mm (Increase) San	116	LF	$ 6.46	$ 749.36
CIPP 10" x 1.5mm (Increase) San	2,377	LF	$ 3.23	$ 7,677.71
CIPP 12" x 1.5mm (Increase) San	382	LF	$ 3.87	$ 1,478.34
CIPP 15" x 4.5mm (Increase) San	568	LF	$ 25.17	$ 14,296.56
CIPP 15" x 1.5mm (Increase) Storm	606	LF	$ 8.39	$ 5,084.34
CIPP 18" x 1.5mm (Increase) Storm	512	LF	$ 10.64	$ 5,447.68
CIPP 20" x 1.5mm (Increase) Storm	69	LF	$ 12.90	$ 890.10
Traffic Control-San	1	LS	$ 22,222.22	$ 22,222.22
Protruding Taps (If Needed)	-	EA	$ 350.00	$ -
Heavy Cleaning (If Needed)	-	HR	$ 700.00	$ -
Dye Testing (If Needed)	-	EA	$ 250.00	$ -
Mobilization	1	LS	$ 3,000.00	$ 3,000.00
Traffic Control-Storm	1	LS	$ 11,111.11	$ 11,111.11
			Total	**$ 701,651.68**

Note: The above pricing is based on the Johnson County Term pricing agreement which bid on 12/10/24.

Note: City responsible for removal and replacement of all storm tops.

INCLUDED:

- ✓ **Pipe line cleaning. Loose debris (up to two inches) and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.**
- ✓ **Installation of Insituform® complete per ASTM F1216.**
- ✓ **Dry weather work only.**
- ✓ **Bypassing**
- ✓ **Internal inspection pre and post Insituform®**
- ✓ **Certificate of insurance with standard coverage**.
- ✓ **Traffic control for project**.

EXTRA:

- ♦ **Excavation Point Repairs (at collapses and other obstructions unable to be removed with conventional sewer cleaning equipment), and related restoration.**
- ♦ **Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.**
- ♦ **Performance/Payment Bond (at 2.5% of proposal price).**
- ♦ **Special Insurance such as Railroad, OCP, Builders Risk…**
- ♦ **Weekend/Holiday Work.**

BY OTHERS:

- ♦ **Provide access to all manholes.**
- ♦ **City responsible for removal and replacement of all storm tops.**
- ♦ **All permits.**
- ♦ **Tax Exempt Certificate.**
- ♦ **Provide hydrant on job site (for 2" or 2.5" connection) for water to clean sewer and invert Insitutube™. If only water is at local public works yard, it is an extra at $300/hr.**
- ♦ **Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.**

If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of

the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

General Conditions:

1. **We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.**

2. **Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.**

3. **To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.**

   In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

   The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**

5. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.**

6. **Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.**

7. **All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.**

8. **PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.**

9. **This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.**

Sincerely,
INSITUFORM TECHNOLOGIES USA, LLC.

Brian Donlon

Brian Donlon, Commercial Account Manager
****

Company: City of Independence Missouri

Signed: Zan McKinney

Printed Name/Title: Zan McKinney

Date: 7/7/25

Is this Project Tax Exempt? Yes If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? Yes
Are there wage rates? Yes If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

Accepted By: Insituform Technologies USA, LLC.

By: _____

Date: _____

JOHNSON COUNTY KANSAS
111 S. Cherry, Suite 2400
Olathe, Kansas 66061
Ph: 913-715-0525

11

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Modification No.: Renewal 1 Effective Date: 1/30/2026	2. Contract No.: 2024-069 Effective Date: 1/30/2025
3. Purchasing Administrator: Nicole Averell Telephone Number: (913) 715-0595 E-Mail: nicole.averell@jocogov.org	5. Contractor-Name and address: Insituform Technologies USA, LLC. 17988 Edison Ave. Chesterfield, MO 63005 Attn: Patrizia Sordillo psordillo@azuria.com
4. Issued By: Johnson County, Kansas Financial Management and Administration, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Pursuant to Article 3 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/30/2026 and ending on 1/29/2027 (Renewal No. 1 of 4). Contractor's Renewal #1 Pricing reflecting the new rates is attached. The parties agree that all other terms and conditions of the Contract shall remain in full force and effect.

8. Contractor's Signature Patrizia H. Sordillo Patrizia H. Sordillo (01/14/2026 08:56:38 EST) Name Contracting & Attesting Officer Title 01/14/2026 Date	9. Johnson County, Kansas By: Robin Lynch (01/14/2026 09:54:51 CST) Purchasing Manager Date: 01/14/2026
10. Distribution: Original - Bid File Copies - Departments as applicable	

TABLE A (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table A: Unit Prices for CIPP on Gravity Lines

Item Number	Pipe Diameter[7]	Minimum Finished Mill Liner Thickness[4]	Cost per Linear Foot for CIPP at Minimum Liner Thickness		
			Authorization of 1,000 linear feet or less ($/Linear Foot)[1,2,3]	Authorization under 2,500 linear feet but over 1,000 linear feet ($/Linear Foot)[1,2,3]	Authorization of 2,500 linear feet or more ($/Linear Foot)[1,2,3]
	(inches)	(mm)			
A-1	8	6.0	$ 53.55	$ 53.55	$ 36.19
A-2	10	6.0	$ 55.91	$ 55.91	$ 39.93
A-3	12	6.0	$ 65.10	$ 65.10	$ 49.28
A-4	15	7.5	$ 74.34	$ 74.34	$ 68.20
A-5	18	9.0	$ 119.18	$ 119.18	$ 87.45
A-6	21	10.5	$ 159.29	$ 159.29	$ 108.79
A-7	24	10.5	$ 184.80	$ 184.80	$ 159.94
A-8	30	12.0	$ 231.00	$ 231.00	$ 183.15
A-9	36	12.0	$ 278.25	$ 278.25	$ 213.68
A-10	42	15.0	$ 332.85	$ 332.85	$ 277.20
A-11	48	16.5	$ 519.75	$ 519.75	$ 347.60
A-12	54	21.0	$ 653.10	$ 653.10	$ 447.70
A-13	60	24.0	$ 770.70	$ 770.70	$ 546.70
A-14	66	27.0	$ 975.45	$ 975.45	$ 677.60
A-15	72	30.0	$ 1,590.75	$ 1,590.75	$ 979.00

$0.00 Dollar Deduction per linear foot for Authorizations over $250,000 but less than or equal to $500,000[5,6]

$0.00 Dollar Deduction per linear foot for Authorizations over $500,000 but less than or equal to $1,000,000[5,6]

$0.00 Dollar Deduction per linear foot for Authorizations over $1,000,000 but less than or equal to $2,000,000[5,6]

$0.00 Dollar Deduction per linear foot for Authorizations over $2,000,000 but less than or equal to $3,000,000[5,6]

NOTES:

1 Temporary Bypass Pumping System shall meet the requirements of JCW Specification Section 1000 - General Requirements - Part 1.07
a. All bypass pumping shall be included in the price per linear foot for pipe diameters up to and including 24-inch. Bypass pumping includes plugging of pipe to be repaired, replaced, or rehabilitated
b. Flow data specific to the work area of the Authorization will be provided if available but should not be expected.
c. County approval is required for overnight pumping operations. Additional requirements and restrictions may be required to minimize the risk of sanitary sewer overflows, back ups, and service interruption.

2 All pricing will include opening of all active service connections.

3 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing, including but not limited to, CCTV inspection.

4 Provide a unit cost for the minimum liner thickness allowed for a given pipe diameter (indicated in the second column). Thicknesses will vary depending on actual field conditions and are to be designed based on the parameters provided in Section 2537 of the Detailed Specifications: CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR SANITARY SEWERS.

5 Dollar deductions will be applied to individual Authorizations based on the total dollar amount of Mainline CIPP Lining within that Authorization. Deductions will apply to the entire Authorization amount. (Example: If the Authorization for Mainline CIPP Lining issued totals $600,000, the dollar deduction per linear foot would be Dollar Deduction per linear foot for Authorizations over $500,000 but less than or equal to $1,000,000 and this would apply to the entire Authorization.) Bidder is required to fill in a deduction amount for each of the four categories.

6 Dollar deductions shall be effective for the entire term of the contract and any contract renewals. No adjustments of the Dollar Deduction will be allowed.

7 If liner installation requires temporary removal of manhole cone, existing grade adjustment, frame and cover, and/or flattop, the unit prices from Table F shall be used in addition to the CIPP items.

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table B: Unit Price Additions for Additional CIPP Thickness on Gravity Lines

Item Number	Pipe Diameter	Minimum Finished Mill Liner Thickness	Additional Cost per Linear Foot for Every 1.5 mm of Liner Thickness above the Minimum[4]		
			Authorization of 1,000 linear feet or less	Authorization under 2,500 linear feet but over 1,000 linear feet	Authorization of 2,500 linear feet or more
	(inches)	(mm)	Additional $/Linear Foot/1.5 mm Thickness Over Minimum [1,2,3]	Additional $/Linear Foot/1.5 mm Thickness Over Minimum [1,2,3]	Additional $/Linear Foot/1.5 mm Thickness Over Minimum [1,2,3]
B-1	8	6.0	$ 2.90	$ 2.90	$ 2.90
B-2	10	6.0	$ 3.23	$ 3.23	$ 3.23
B-3	12	6.0	$ 3.87	$ 3.87	$ 3.87
B-4	15	7.5	$ 8.39	$ 8.39	$ 8.39
B-5	18	9.0	$ 10.64	$ 10.64	$ 10.64
B-6	21	10.5	$ 12.90	$ 12.90	$ 12.90
B-7	24	10.5	$ 19.35	$ 19.35	$ 19.35
B-8	30	12.0	$ 25.80	$ 25.80	$ 25.80
B-9	36	12.0	$ 28.38	$ 28.38	$ 28.38
B-10	42	15.0	$ 30.96	$ 30.96	$ 30.96
B-11	48	16.5	$ 34.83	$ 34.83	$ 34.83
B-12	54	21.0	$ 38.70	$ 38.70	$ 38.70
B-13	60	24.0	$ 43.86	$ 43.86	$ 43.86
B-14	66	27.0	$ 49.02	$ 49.02	$ 49.02
B-15	72	30.0	$ 58.05	$ 58.05	$ 58.05

NOTES:

1 Temporary Bypass Pumping System shall meet the requirements of JCW Specification Section 1000 - General Requirements - Part 1.07
   a. All bypass pumping shall be included in the price per linear foot for pipe diameters up to and including 24-inch. Bypass pumping includes plugging of pipe to be repaired, replaced, or rehabilitated
   b. Flow data specific to the work area of the Authorization will be provided if available but should not be expected.
   c. County approval is required for overnight pumping operations. Additional requirements and restrictions may be required to minimize the risk of sanitary sewer overflows, back ups, and service interruption.

2 All pricing will include opening of all active service connections.

3 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing, including but not limited to, CCTV inspection.

4 Example: 8-inch pipe has a minimum liner thickness of 6 mm. The unit cost for a 6 mm liner shall be entered in Table A. If the method of determining liner thickness described in Section 2537 of the Detailed Specifications shows a thicker liner is required, it shall be rounded up in units of 1.5 mm above the minimum. For example, an 8-inch lines liner thickness could be 6mm, 7.5mm, 9mm, 10.5mm, 12mm, etc. The additional cost of the 1.5 mm thicker liner shall be entered in Table B. For example, if the 8-inch line required a 8.5 mm liner, it should be rounded up to the nearest 1.5 mm over the 6 mm, (9mm) and the unit cost in Table A would be used plus two times the unit cost entered in Table B.

5 If liner installation requires temporary removal of manhole cone, existing grade adjustment, frame and cover, and/or flattop, the unit prices from Table F shall be used in addition to the CIPP items.

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table C: Lateral CIPP Connection Liner - Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range		
			1 to 5 Laterals	6 to 10 Laterals	11 to 100 Laterals
C-1a	Lateral Connection Full Wrap CIPP Short Liner (up to 18-inches)	Each	$ 5,280.00	$ 2,475.00	$ 1,925.00
C-1b	Lateral Connection Full Wrap CIPP Long Liner (up to 18-inches)	Each	No Bid	No Bid	No Bid
C-1c	Lateral CIPP Liner Beyond 18 inches	Linear Foot	No Bid	No Bid	No Bid

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

2 Lateral lining intended to be completed in conjunction with Mainline CIPP lining and therefore, temporary bypass pumping and associated bid items are not replicated here.

TABLE D (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table D: Non-Excavation Required Manhole Rehabilitation – Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range[2]		
			1 to 5 Manholes	6 to 10 Manholes	11 to 100 Manholes
D-1	Replace Manhole Frame Gasket	Each	$ 332.20	$ 332.20	$ 332.20
D-2a	Replace Existing Cover with JCW Standard Cover	Each	$ 1,089.00	$ 1,089.00	$ 1,089.00
D-2b	Replace Existing Cover with JCW Standard Bolt Down Cover	Each	$ 1,996.50	$ 1,996.50	$ 1,996.50
D-3	Install Flexible Liner	Each Manhole	$ 980.60	$ 980.60	$ 911.30
D-4	Repair Cracks and Joints	Each Manhole	$ 2,772.00	$ 2,627.63	$ 2,492.49
D-5	Repair and Grout Pipe Seals	Each Manhole	$ 1,583.51	$ 1,503.81	$ 1,425.27
D-6a	Repair Bench and Trough (48-Inch Dia.)	Each Manhole	$ 1,187.34	$ 1,130.75	$ 1,069.53
D-6b	Repair Bench and Trough (60-Inch Dia.)	Each Manhole	$ 1,344.22	$ 1,282.05	$ 1,211.60
D-6c	Repair Bench and Trough (72-Inch Dia.)	Each Manhole	$ 1,503.81	$ 1,427.58	$ 1,353.66

0% Percentage Deduction of Manhole Authorization Amount for Authorizations over $250,000 but less than or equal to $500,000[3,4]

0% Percentage Deduction of Manhole Authorization Amount for Authorizations over $500,000 but less than or equal to $1,000,000[3,4]

0% Percentage Deduction of Manhole Authorization Amount for Authorizations over $1,000,000 but less than or equal to $2,000,000[3,4]

0% Percentage Deduction of Manhole Authorization Amount for Authorizations over $2,000,000 but less than or equal to $3,000,000[3,4]

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing

2 Indicates total number of manholes to be rehabilitated in a given authorization. This includes the number of manholes rehabilitated from other Bid Tables.

3 Percentage deductions will be applied to individual Authorizations based on the total dollar amount of Manhole Rehabilitation within that Authorization. This includes items in Table D, E, and F. Deductions will apply to an entire Authorization amount. (Example: If the first Authorization issued totals $600,000, the percentage deduction would be Authorizations over $500,000 but less than or equal to $1,000,000 and this would apply to the all items in Table D, E, and F within that Authorization). Bidder is required to fill in a deduction amount for each of the four categories.

4 Percentage deductions shall be effective for the entire term of the contract and any contract renewals. No adjustments of the Percentage Deduction will be allowed.

TABLE E (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table E: Manhole Lining – Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range[2]		
			0.1 to 50.0 Vertical Feet	50.1 to 200.0 Vertical Feet	200.1 to 500.0 Vertical Feet
E-1a	Install Cementitious Liner (48-Inch Dia.)	Vertical Feet	$ 222.92	$ 214.83	$ 207.90
E-1b	Install Cementitious Liner (60-Inch Dia.)	Vertical Feet	$ 278.36	$ 267.96	$ 266.81
E-1c	Install Cementitious Liner (72-Inch Dia.)	Vertical Feet	$ 333.80	$ 333.80	$ 306.08
E-2a	Install Epoxy Liner (48-Inch Dia.)	Vertical Feet	$ 415.80	$ 399.63	$ 381.15
E-2b	Install Epoxy Liner (60-Inch Dia.)	Vertical Feet	$ 523.22	$ 502.43	$ 480.48
E-2c	Install Epoxy Liner (72-Inch Dia.)	Vertical Feet	$ 621.39	$ 597.14	$ 574.04
E-3a	Install Epoxy Liner in New Manhole (48-Inch Dia.)	Vertical Feet	$ 392.70	$ 380.00	$ 362.67
E-3b	Install Epoxy Liner in New Manhole (60-Inch Dia.)	Vertical Feet	$ 498.96	$ 477.02	$ 455.07
E-3c	Install Epoxy Liner in New Manhole (72-Inch Dia.)	Vertical Feet	$ 591.36	$ 570.57	$ 545.16
E-4a	Install Cementitious and Epoxy Liners (48-Inch Dia.)	Vertical Feet	$ 638.72	$ 614.46	$ 589.05
E-4b	Install Cementitious and Epoxy Liners (60-Inch Dia.)	Vertical Feet	$ 800.42	$ 768.08	$ 739.20
E-4c	Install Cementitious and Epoxy Liners (72-Inch Dia.)	Vertical Feet	$ 955.19	$ 917.07	$ 878.96

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

2 Indicates total vertical feet of manholes to be rehabilitated in a given authorization. Example: 30 VF of 48-inch and 40 VF of 60-inch require lining in a single authorization. Total VF = 70. Both 48-inch and 60-inch unit prices would come from the 51-200 VF column, since the authorization total is 70 VF.

3 Manhole rehabilitation liners shall be installed to meet manufacturer's guidelines for surface preparation and / or other conditions within the structure through the duration of the cure time. Unit prices shall include the ancillary costs to meet manufacturers requirements for installation, curing, and testing of the manhole lining product, such as temporary bypass pumping.

4 Temporary bypass pumping system shall meet the requirements of JCW Specification Section 1000 – General Requirements – Part 1.07

a. All bypass pumping shall be included in the per each unit cost for full replacement manholes. Bypass pumping shall remain in place through the inspection and testing of the replacement manhole.

b. Flow data specific to the work area of the Authorization will be provided if available, but should not be expected.

c. County approval is required for overnight pumping operations. Additional requirements and restrictions may be required to minimize the risk of sanitary sewer overflows, back ups, and service interruption.

TABLE F (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table F: Excavation Required Manhole Rehabilitation – Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range[2]					
			1 to 5 Manholes		6 to 10 Manholes		11 to 100 Manholes	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-1a	Replace Existing Frame and Cover with JCW Standard Frame and Cover	Each Manhole	$ 4,356.00	$ 2,904.00	$ 4,356.00	$ 2,904.00	$ 4,356.00	$ 2,904.00
F-1b	Replace Existing Frame and Cover with JCW Standard Bolt Down Frame and Cover	Each Manhole	$ 5,445.00	$ 4,235.00	$ 5,445.00	$ 4,235.00	$ 5,445.00	$ 4,235.00
F-2	Replace Grade Adjustment[3]	Each Manhole	$ 3,872.00	$ 2,772.50	$ 3,872.00	$ 2,772.50	$ 3,872.00	$ 2,772.50
F-3	Add Grade Adjustment[3]	Each Manhole	$ 968.00	$ 786.50	$ 968.00	$ 786.50	$ 968.00	$ 786.50
Item No.	Description	Units	1 Manhole		2 to 5 Manholes		6 to 15 Manholes	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-4a	Install Flattop on Existing Manhole (48-Inch Dia.)	Each	$ 5,808.00	$ 4,840.00	$ 5,808.00	$ 4,840.00	$ 5,808.00	$ 4,840.00
F-4b	Install Flattop on Existing Manhole (60-Inch Dia.)	Each	$ 7,381.00	$ 6,655.00	$ 7,381.00	$ 6,655.00	$ 7,381.00	$ 6,655.00
F-4c	Install Flattop on Existing Manhole (72-Inch Dia.)	Each	$10,890.00	$10,164.00	$10,890.00	$10,164.00	$10,890.00	$10,164.00
Item No.	Description	Units	1 Manhole		2 to 5 Manholes		6 to 15 Manholes	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-5a	Replace Existing Manhole Cone and Above (48-Inch Dia.)	Vertical Feet	$ 5,687.00	$ 4,961.00	$ 5,687.00	$ 4,961.00	$ 5,687.00	$ 4,961.00
F-5b	Replace Existing Manhole Cone and Above (60-Inch Dia.)	Vertical Feet	$ 7,381.00	$ 6,413.00	$ 7,381.00	$ 6,413.00	$ 7,381.00	$ 6,413.00
F-5c	Replace Existing Manhole Cone and Above (72-Inch Dia.)	Vertical Feet	$10,285.00	$ 9,559.00	$10,285.00	$ 9,559.00	$10,285.00	$ 9,559.00
Item No.	Description	Units	1 Manhole		2 to 5 Manholes		6 to 15 Manholes	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-6a	Replace Existing Manhole Barrel, Cone and Above (48-Inch Dia.)	Vertical Feet	$ 6,292.00	$ 5,808.00	$ 6,292.00	$ 5,808.00	$ 6,292.00	$ 5,808.00
F-6b	Replace Existing Manhole Barrel, Cone and Above (60-Inch Dia.)	Vertical Feet	$ 7,502.00	$ 7,018.00	$ 7,502.00	$ 7,018.00	$ 7,502.00	$ 7,018.00
F-6c	Replace Existing Manhole Barrel, Cone and Above (72-Inch Dia.)	Vertical Feet	$10,406.00	$ 9,680.00	$10,406.00	$ 9,680.00	$10,406.00	$ 9,680.00
Item No.	Description	Units	1 Manhole		2 to 5 Manholes		6 to 15 Manholes	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-7a	Replace Existing Manhole (48-Inch Dia.)	Each	$21,780.00	$15,972.00	$21,780.00	$15,972.00	$21,780.00	$15,972.00
F-7b	Replace Existing Manhole (60-Inch Dia.)	Each	$22,869.00	$18,150.00	$22,869.00	$18,150.00	$22,869.00	$18,150.00
F-7c	Replace Existing Manhole (72-Inch Dia.)	Each	$32,670.00	$29,645.00	$32,670.00	$29,645.00	$32,670.00	$29,645.00
Item No.	Description	Units	0.25 to 10.00 Vertical Feet		10.25 to 20.00 Vertical Feet		20.25 to 50.00 Vertical Feet	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
F-8a	Install Manhole Extra Depth (48-Inch Dia.)	Vertical Feet	$ 2,420.00	$ 1,694.00	$ 2,420.00	$ 1,694.00	$ 2,420.00	$ 1,694.00
F-8b	Install Manhole Extra Depth (60-Inch Dia.)	Vertical Feet	$ 2,783.00	$ 2,178.00	$ 2,783.00	$ 2,178.00	$ 2,783.00	$ 2,178.00
F-8c	Install Manhole Extra Depth (72-Inch Dia.)	Vertical Feet	$ 3,025.00	$ 2,420.00	$ 3,025.00	$ 2,420.00	$ 3,025.00	$ 2,420.00

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

2 Indicates total number of manholes to be rehabilitated in a given Authorization. This includes the number of manholes rehabilitated from other Bid Tables.

3 Replace Grade Adjustment and/or Add Grade Adjustment should be billed on a per manhole basis.

4 Temporary bypass pumping system shall meet the requirements of JCW Specification Section 1000 – General Requirements – Part 1.07

a. All bypass pumping shall be included in the per each unit cost for full replacement manholes. Bypass pumping shall remain in place through the inspection and testing of the replacement manhole.

b. Flow data specific to the work area of the Authorization will be provided if available, but should not be expected.

c. County approval is required for overnight pumping operations. Additional requirements and restrictions may be required to minimize the risk of sanitary sewer overflows, back ups, and service interruption.

TABLE G (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table G: Excavation Required Pipe Rehabilitation - Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range						
			Up to 5 Linear Feet			Additional Linear feet up to 15 Total Linear Feet		Additional Linear Feet from 16 to 30 Linear Feet	
			Paved	Unpaved	Units	Paved	Unpaved	Paved	Unpaved
G-1a	Install DR26 PVC Pipe (8- to 12-Inch Dia., 0- to 10-Feet Depth)	Each	$ 13,673.00	$ 9,922.00	Linear Feet	$ 1,210.00	$ 1,028.50	$ 1,210.00	$ 1,028.50
G-1b	Install DR26 PVC Pipe (15- to 21-Inch Dia., 0- to 10-Feet Depth)	Each	$ 17,545.00	$ 14,883.00	Linear Feet	$ 1,875.50	$ 1,754.50	$ 1,875.50	$ 1,754.50
G-1c	Install DR26 PVC Pipe (24- to 36-Inch Dia., 0- to 10-Feet Depth)	Each	$ 26,378.00	$ 24,563.00	Linear Feet	$ 2,541.00	$ 2,420.00	$ 2,541.00	$ 2,359.50
G-1d	Install DR26 PVC Pipe (8- to 12-Inch Dia., 10.1- to 20-Feet Depth)	Each	$ 16,214.00	$ 13,552.00	Linear Feet	$ 1,573.00	$ 1,089.00	$ 1,573.00	$ 1,149.50
G-1e	Install DR26 PVC Pipe (15- to 21-Inch Dia., 10.1- to 20-Feet Depth)	Each	$ 25,410.00	$ 21,780.00	Linear Feet	$ 2,086.70	$ 1,936.00	$ 2,086.70	$ 1,919.50
G-1f	Install DR26 PVC Pipe (24- to 36-Inch Dia., 10.1- to 20-Feet Depth)	Each	$ 38,115.00	$ 31,460.00	Linear Feet	$ 3,025.00	$ 2,783.00	$ 3,025.00	$ 2,689.50

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

2 Temporary bypass pumping system shall meet the requirements of JCW Specification Section 1000 – General Requirements – Part 1.07

a. All bypass pumping shall be included in the per each unit cost for full replacement manholes. Bypass pumping shall remain in place through the inspection and testing of the replacement manhole.

b. Flow data specific to the work area of the Authorization will be provided if available, but should not be expected.

c. County approval is required for overnight pumping operations. Additional requirements and restrictions may be required to minimize the risk of sanitary sewer overflows, back ups, and service interruption.

TABLE H (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table H: Excavation Required Lateral Rehabilitation - Unit Prices [1]

Item No.	Description	Units	Estimated Authorization Quantity Range					
			1 to 5 Laterals		6 to 10 Laterals		11 to 100 Laterals	
			Paved	Unpaved	Paved	Unpaved	Paved	Unpaved
H-1a	Open-Cut Lateral 10-feet deep or less (up to 5 linear feet)	Each	$10,527.00	$ 6,050.00	$10,527.00	$ 6,050.00	$10,527.00	$ 6,050.00
H-1b	Open-Cut Lateral 10 to 15-feet deep (up to 5 linear feet)	Each	$16,214.00	$10,890.00	$16,214.00	$10,890.00	$16,214.00	$10,890.00
H-1c	Open-Cut Lateral greater than 15-feet deep (Up to 5 linear feet)	Each	$33,880.00	$21,780.00	$33,880.00	$21,780.00	$33,880.00	$21,780.00
H-1d	Open-Cut Lateral Beyond 5-feet (10-feet deep or less)	Linear Foot	$ 907.50	$ 847.00	$ 907.50	$ 847.00	$ 907.50	$ 847.00
H-1e	Open-Cut Lateral Beyond 5-feet (10 to 15-feet deep)	Linear Foot	$ 1,149.50	$ 859.10	$ 1,149.50	$ 859.10	$ 1,149.50	$ 859.10
H-1f	Open-Cut Lateral Beyond 5-feet (greater than 15-feet deep)	Linear Foot	$ 2,299.00	$ 1,452.00	$ 2,299.00	$ 1,452.00	$ 2,299.00	$ 1,452.00

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing

TABLE I (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table I: Miscellaneous Construction – Unit Prices[1]

Item No.	Description	Units	Estimated Authorization Quantity Range		
			1 Manhole	2 to 5 Manholes	6 to 15 Manholes
I-1a	Install Inside Drop Bowl, Fittings, and Piping (8-Inch Dia. Drop)	Each	$ 7,744.00	$ 7,744.00	$ 7,744.00
I-1b	Install Inside Drop Bowl, Fittings, and Piping (10-Inch Dia. Drop)	Each	$ 8,712.00	$ 8,712.00	$ 8,712.00

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing

TABLE J (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table J: Unit Prices for Line Cleaning[1,2,3,4]

Item Number	Pipe Diameter (inches)	Light Cleaning (no CCTV)[6]			Heavy Cleaning (with CCTV)[7]		
		0-2,500 LF[5]	2,501-5,000 LF[5]	5,001+ LF[5]	0-2,500 LF[5]	2,501-5,000 LF[5]	5,001+ LF[5]
		($/Linear Foot)			($/Linear Foot)		
J-1	6-10	$ 1.87	$ 1.82	$ 1.82	$ 3.85	$ 3.80	$ 3.74
J-2	12-15	$ 2.20	$ 2.15	$ 2.09	$ 4.29	$ 4.24	$ 4.18
J-3	18-21	$ 2.42	$ 2.37	$ 2.31	$ 4.73	$ 4.68	$ 4.62
J-4	24	$ 2.48	$ 2.42	$ 2.37	$ 4.84	$ 4.79	$ 4.73
J-5	30	$ 2.59	$ 2.53	$ 2.48	$ 5.06	$ 5.01	$ 4.95
J-6	36	$ 2.75	$ 2.70	$ 2.64	$ 5.23	$ 5.17	$ 5.12
J-7	42	$ 2.75	$ 2.70	$ 2.64	$ 5.39	$ 5.34	$ 5.28
J-8	48	$ 2.97	$ 2.92	$ 2.86	$ 5.50	$ 5.45	$ 5.39
J-9	>48	$ 3.19	$ 3.14	$ 3.08	$ 5.78	$ 5.72	$ 5.67

NOTES:

1 Line Cleaning costs in Table J are unit costs when the services are authorized and NOT associated with CIPP Lining.

2 All by-pass pumping to be included in the price per linear foot for pipe diameters up to and including 24". Bypass pumping includes plugging of line to be rehabilitated.

3 Contractor will have a 24-hour emergency response time for which the above pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work could include construction work or set-up of bypass pumping to eliminate discharge from the sanitary sewer system. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe.

4 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

5 Indicates total linear feet of pipe to be cleaned in a given authorization. Example: 2,000 LF of 10-inch line requires Light Cleaning and 600 LF of 8-inch line requires Heavy Cleaning in a single authorization. Total LF = 2,600. Each category's (Light Cleaning and Heavy Cleaning) unit price would come from the 2,501-5,000 LF column, since the authorization total is 2,600 LF.

6 Light Cleaning is defined as three or fewer passes though the line with cleaning nozzles. Unit costs for Light Cleaning should NOT include CCTV.

7 Heavy Cleaning is defined as methods greater than the definition of Light Cleaning. All Heavy Cleaning requires CCTV and the cost for CCTV shall be included in the Heavy Cleaning unit price.

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table K: Unit Prices for CCTV[1,2,3,4]

Item Number	Pipe Diameter (Inches)	CCTV[5]		
		0-2,500 LF[5]	2,501-5,000 LF[5]	5,001+ LF[5]
		($/Linear Foot)		
K-1	6-10	$ 1.21	$ 1.16	$ 1.10
K-2	12-15	$ 1.32	$ 1.27	$ 1.21
K-3	18-21	$ 1.38	$ 1.32	$ 1.27
K-4	24	$ 1.49	$ 1.43	$ 1.38
K-5	30	$ 1.49	$ 1.43	$ 1.38
K-6	36	$ 1.60	$ 1.54	$ 1.49
K-7	42	$ 1.60	$ 1.54	$ 1.49
K-8	48	$ 1.65	$ 1.60	$ 1.54
K-9	>48	$ 1.76	$ 1.71	$ 1.65

NOTES:

1 CCTV costs in Table K are unit costs when the services are authorized and NOT associated with CIPP Lining.

2 All by-pass pumping to be included in the price per linear foot for pipe diameters up to and including 24". Bypass pumping includes plugging of line to be rehabilitated.

3 Contractor will have a 24-hour emergency response time for which the above pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work could include construction work or set-up of bypass pumping to eliminate discharge from the sanitary sewer system. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe

4 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

5 CCTV in Table K is defined as televising lines not associated with Heavy Cleaning or CIPP Lining. Linear footage shall be based on the total linear feet of pipe to be CCTV'd in a given Authorization.

TABLE L (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table L: Unit Prices for Hourly Work[1,2]

Item Number	Personnel	Hourly Rate ($/Hour)	Overtime Rate ($/Hour)	Weekend Rate ($/Hour)	Holiday Rate ($/Hour)
L-1	Project Manager	$ 150.70	$ 202.95	$ 256.30	$ 291.50
L-2	Supervisor	$ 147.40	$ 196.90	$ 236.50	$ 271.70
L-3	Foreman	$ 126.50	$ 173.25	$ 214.50	$ 236.50
L-4	Equipment Operator	$ 119.90	$ 161.15	$ 202.40	$ 224.40
L-5	Laborer	$ 102.30	$ 136.95	$ 170.50	$ 203.50
L-6	Other: Shop Foreman	$ 126.50	$ 173.25	$ 214.50	$ 236.50
L-7	Other Assistant Shop Foreman	$ 119.90	$ 161.15	$ 202.40	$ 224.40
L-8	Other:_____	$ -	$ -	$ -	$ -

Item Number	Equipment	Hourly Rate ($/Hour)	Mobilization Charge ($)
L-9	Small Excavator (20,000 lbs. or less)	$ 176.00	$ 1,100.00
L-10	Medium-Sized Excavator (20,000 lbs. to 45,000 lbs.)	$ 275.00	$ 1,650.00
L-11	Large Excavator (greater than 45,000 lbs.)	$ 308.00	$ 3,300.00
L-12	Dump Truck (tandem axle)	$ 192.50	$ 275.00
L-13	Skid Steer	$ 181.50	$ 1,100.00
L-14	Track Loader	$ 220.00	$ 1,650.00

NOTES:

1 Hourly Work means work authorized to rehabilitate sewers or manholes that is not paid for by a separate bid item in the bid form.

2 Contractor will have a 24-hour emergency response time for which the above pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work could include construction work or set-up of bypass pumping to eliminate discharge from the sanitary sewer system. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe

3 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table M: Unit Prices for Hourly Work[1,2,3]

Item Number	Other Items	Unit	Rate
M-1	Pump w/ Gen Set - 4" w/Hoses[4]	($/Hour)	$ 137.50
M-2	Pickup w/ tools	($/Hour)	$ 49.50
M-3	Pavement Breaker	($/Hour)	$ 242.00
M-4	Monitoring and Fueling of Bypass Pumping	($/Hour)	$ 165.00
M-5	Dye Testing[5]	(Each)	$ 385.00
M-6	Engineering Seal on Liner Thickness Calculation[6]	(Each)[6]	$ 2,750.00

Item Number	Materials	% Markup
M-7	State the percentage that will be added to your cost for materials incorporated into the work.[7]	10%
M-8	State the percentage that will be added to the cost of the subcontractor's bypass pumping bid.[8]	5%

NOTES:

1 Hourly Work means work authorized to rehabilitate sewers or manholes that is not paid for by a separate bid item in the bid form.

2 Contractor will have a 24-hour emergency response time for which the above pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work could include construction work or set-up of bypass pumping to eliminate discharge from the sanitary sewer system. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe

3 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing.

4 Pump w/ Gen Set is for the purposes of dewatering excavations and NOT bypass pumping.

5 Dye Testing of private sources, when approved in writing by the Owner, shall include materials to perform the test, as well as time for property owner coordination, performance of the test, and the recording and record keeping of the results.

6 Requirement for the engineering seal on liner thickness calculation shall be per the Owner's request and indicated in each Authorization. Engineering seal shall be in accordance with Specification 2537.

7 Materials incorporated into the work (not unit prices indicated in items in Tables L and M) can be marked up by the amount indicated on M-7. All items indicated on this bid form shall not be marked up, but shall have all overhead charges included in the indicated rates. The markup can be applied to materials incorporated into the work from Tables L and M only, and is not applicable to any of the work associated with Tables A-K. A schedule of values will be required to be submitted prior to starting work associated with Tables L and M. Items such as equipment not listed or specialties required for a particular job may be negotiated separately.

8 Bypass pumping of lines greater than 24-inches in diameter shall require the Contractor to obtain bids from a minimum of two subcontractors from the subcontractor's list. The lowest and best bid as deemed to be in the best interest of Johnson County, Kansas will be accepted, and will include necessary components for a fully functional bypass pumping system, meeting the requirements of the Specifications, Section 1000. Cost shall include delivery and setup, including plugging of the line to be rehabilitated and removal. The Contractor can mark up the subcontractor's bid by the amount indicated in Bid Item M-8.

TABLE N (1ST RENEWAL 2026)

CMSD 38: Sanitary Sewer Collection System Rehabilitation and Repair

Table N: Construction Allowances[1,2]

Item No.	Description	Units	Lump Sum Price
N-1	Locate and Provide Access to Not Found and Buried Manholes	Lump Sum	$ *Price determined by Owner*
N-2	Special Conditions	Lump Sum	$ *Price determined by Owner*
N-3	Additional Grade Adjustment Allowance	Lump Sum	$ *Price determined by Owner*

NOTES:

1 Refer to Modifications to Detailed Specifications, Section 1000, Part 1.30, "Measurement and Payment", for items to be included in the unit pricing

2 Work and use of the allotted allowance amount is only as directed by the Owner.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a construction contract with Irvinbilt Constructors, Inc. for an amount not to exceed $1,754,600, and authorizing future change orders up to ten percent (10%) of the authorized amount, to drill and construct Well No. 17-A and Well No. 18-A at the Courtney Bend Water Treatment Plant as part of the Future Production Wells Project (No. 401003).

Recommendations:

Council approval is recommended.

Background:

Bids for this contract were solicited through an Invitation to Bid (ITB #26017), which opened on April 20th, 2026 and closed on May 21st, 2026. There was 1 construction bid for this project:

Contractor	Bid Total
Irvinbilt Constructors, Inc.	$1,754,600

Staff have verified that Irvinbilt Construction Inc. has successfully and satisfactorily completed similar projects with the City in the past. Their bid is being recommended for this contract.

This project will drill and construct Well No. 17-A and Well No. 18-A. These will replace existing wells No. 17 and 18, which are nearing their life expectancy and have lost a significant amount of water capacity. These new wells are expected to produce approximately 2 million gallons of water per day (1 million each) with improved efficiency and reliability for the Courtney Bend Water Treatment Plant.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $1,930,060, including a ten percent (10%) contingency. Funding for the Future Production Wells Project (No. 401003) is included in the Fiscal Year 2026-2027 budget, on page number 203, in account number 401003-C-0417041-5406, Water Fund (040).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 17-A and 18-A Bid Tab Summary
2. Construction Contract - Irvinbilt Construction - Well No. 17-A & 18-A - C25-179 - Project No. 401003

CITY OF INDEPENDENCE, MISSOURI
MUNICIPAL SERVICES DEPARTMENT

BID OPENING: Drill and Construct Well No. 17-A and Well No. 18-A at Courtney Bend Water Plant
.

DATE AND TIME: May 21, 2026, 2:30 p.m.

PROJECT NO.: C25-179

Invitation to Bid was advertised on Public Purchase, as legally required.

The following bids were received for this project:

Contractor	Bond	Base Bid
Irvinbilt Constructors, Inc.	Yes	1,754,600.00

ENGINEER'S ESTIMATE: $1,500,000.00

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August of 2026, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and Irvinbilt Construction, Inc., a Corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as Drilling and Constructing Well No. 17-A & 18-A (No. C25-179); and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;

b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;

c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;

e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed One-million, Seven-Hundred Fifty-Four Thousand, Six Hundred and 00/100 Dollars ($ $1,754,600) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (210) consecutive calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contract submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Troy Anderson, City Manager

ATTEST:

_____
Susanne Holland, City Clerk

_____
Party of the Second Part
(Contractor)

By_____

SEAL:

_____
Address

ATTEST:

_____
City & State

_____
Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

_____
Jeremy Cover, City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute Change Order #4 in the amount of $13,442,546.00 with Turner Construction Company, for a new total of $32,611,428.00 to add the complete Independence Fire Station 5 project contract as part of the New and Replacement Fire Stations Project (No. 172402).

Recommendations:

Council approval is recommended.

Background:

Approval of this agenda item will authorize the execution of the AIA Document G701-2017 Change Order #4 to add the complete guaranteed maximum price (GMP) contract for Turner Construction Company for Independence Fire Station #5 as part of the New and Replacement Fire Stations Project (No. 172402).

The Procurement Division issued a Request for Qualifications/Proposals #25005 for Construction Manager Services on February 3, 2025, to receive qualified responses for a construction manager to assist the City in the development of the Independence Fire Station projects. At the conclusion of the RFQ/P and interview evaluation process, it was determined that Turner Construction Company was the preferred candidate for the position of Construction Manager at Risk on all three Fire Station projects due to their extensive experience with similar projects and ability to perform multiple projects concurrently. By hiring one Construction Manager, the City would be able to save time and costs by procuring long lead time items early, such as electrical and mechanical equipment, further reducing the potential escalation and risks to the project and budget. Their contract was approved by City Council on April 7, 2025.

On November 17, 2025, Council approved the GMP #1 for $4,311,948 with Turner Construction Company for early procurement of long lead-time items including: electrical equipment, the Pre-Engineered Metal Building and components, and to begin site work early to prevent winter weather delays. Change Order #1, totaling $14,365,742, included all remaining construction materials and labor for the remaining Fire Station #8 construction contract.

Change Orders #2 and #3, totaling $491,192, added scope for Turner to replace an existing water main on South Powell Road as part of the project. However, funds for those Change Orders were part of the Water Main Replacement Project (No. 9749) approved by Council on May 4, 2026.

This Change Order #4 adds the GMP contract for Turner Construction Company for Independence Fire Station #5. The new total for Fire Station #8, Training/Storage Building, and Fire Station #5 is $32,611,428.00.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the original authorized amount, provided appropriations are available.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:
The City issued revenue bonds and received proceeds in the amount of $42,703,612.38 to complete the projects. Expenditures were approved on supplemental appropriation ordinance #19779 with funding added to account 0537053-5401 and project number 172402-C-DEBT. In addition to bond proceeds, the City identified funding in the amount of $7,000,000 in unreserved fund balance in the Fire Improvement Sales Tax Fund (017) for the projects. This amount can be found on page 270 of the Fiscal Year 2025-26 Adopted Budget, Capital Improvements (053). Future appropriations may be added as interest is earned on unspent project balance.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. COR 04 - IFS #5 GMP

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Independence Fire Stations 111 E. Maple Avenue Independence, MO 64050	Contract For: Turner Construction Company Date: 1/21/2026	Change Order Number: 004 Date: 7/20/2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
The City of Independence Procurement Division 111 E. Maple Avenue, PO Box 1019 Indpendence, MO 64051	WSKF Incorporated 110 Armour Road North Kansas City, MO 64116	Turner Construction 1220 Washington Street, Suite 100 Kansas City, MO 64105

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Independence Fire Station #5 GMP and Unsuitable Soils Mitigation.

The original Contract Sum was	$	18,677,690.00
The net change by previously authorized Change Orders	$	491,192.00
The Contract Sum prior to this Change Order was	$	19,168,882.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,442,546.00
The new Contract Sum including this Change Order will be	$	32,611,428.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be Fire Station - March 2, 2027
Training Building - July 23,2026
Independence Fire Station #5 - October 25, 2026

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

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

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
WSKF, Inc.	Turner Construction	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Dalyn Novak - Architect	Matt Makes - General Manager	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	7/20/2026 **DATE**	**DATE**

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INDEPENDENCE FIRE STATION #5
LUMP SUM
July 19, 2026

Turner

EXHIBIT A - COST SUMMARY

	BID PACKAGE NAME	SUBCONTRACTORS	Gross SF =	12,430
			Cost	Cost / SF
00.03	ELECTRICAL PROCUREMENT	SOURCEBLUE	$230,401	$18.54
00.04	HVAC PROCUREMENT	SOURCEBLUE	$60,819	$4.89
01.01	GENERAL REQUIREMENTS	TURNER CONSTRUCTION	$296,645	$23.87
01.02	FINAL CLEANING	ALLIED CLEANING SERVICES	$15,860	$1.28
02.01	DEMOLITION	KAW VALLEY WRECKING	$148,300	$11.93
03.01	STRUCTURAL CONCRETE	LEAVCON II	$1,029,621	$82.83
03.02	POLISHED & DENSIFIED CONCRETE	MUSSELMAN & HALL	$124,000	$9.98
04.01	MASONRY	5GEN MASONRY, LLC	$935,000	$75.22
05.01	STRUCTURAL STEEL	LICO STEEL	$442,490	$35.60
06.01	GENERAL TRADES	4 GEN CONSTRUCTION	$178,327	$14.35
06.02a	ARCH WOODWORK (MATERIAL)	HIGHLAND MILLSHOP	$172,251	$13.86
07.01	ROOFING & METAL PANELS	FLYNN MIDWEST LP.	$730,670	$58.78
07.02	WATERPROOFING	DH RESTORATION	$97,988	$7.88
07.05	FIRESTOPPING / FIRESAFING	BARRIER TECHNOLOGIES	$17,900	$1.44
08.01a	DOORS / FRAMES / HARDWARE (MATERIAL)	WALSH DOOR & SECURITY	$104,500	$8.41
08.02	COILING / OVERHEAD DOORS	DH PACE COMPANY, INC.	$206,151	$16.58
08.08	GLASS / GLAZING/WINDOW FILM	PERFORMANCE CONTRACTING, INC.	$175,066	$14.08
09.01	PLASTER AND GYPSUM BOARD / ACT	TOTAL INTERIORS	$474,923	$38.21
09.03	CARPET / VCT / SHEET FLOORING / RESILIENT BASE	DB FLOORING LLC DBA REGENTS FLOORING	$17,755	$1.43
09.04	TILE	DB FLOORING LLC DBA REGENTS FLOORING	$65,010	$5.23
09.05	PAINTING / WALLCOVERING	COLOR INC	$69,530	$5.59
09.06	RESINOUS FLOORING	DESCO COATINGS, INC.	$16,120	$1.30
09.11	ACOUSTIC TREATMENTS	Submatterial	$2,500	$0.20
10.01	SPECIALTIES (MATERIAL)	CWA SPECIALTIES, INC.	$70,530	$5.67
10.02	SIGNAGE	DIVERSEID, LLC	$5,862	$0.47
11.07	APPLIANCES	FERGUSON ENTERPRISES LLC	$41,324	$3.32
12.01	WINDOW TREATMENTS	CZARNIECKI CONSTRUCTION	$6,935	$0.56
21.01	FIRE SUPPRESSION	GENERAL FIRE SPRINKLER	$89,814	$7.23
22.01	PLUMBING	RAND CONSTRUCTION COMPANY	$604,617	$48.64
23.01	HVAC	KRUSE CORPORATION	$650,043	$52.30
26.01	ELECTRICAL	MARK ONE ELECTRIC Co., INC.	$1,521,663	$122.42
27.01	DATA / TELECOMMUNICATIONS (LOW VOLTAGE)	MARK ONE ELECTRIC CO. INC.	$152,277	$12.25
31.01	EARTHWORK	KAW VALLEY COMPANIES	$750,680	$60.39
32.01	ASPHALT PAVING	HANRAHAN ASPHALT PAVING	$89,370	$7.19
32.05	PERMANENT FENCING	CF FENCE LLC	$82,886	$6.67
32.07	LANDSCAPING	AUDRIE SEELEY & CO. LANDSCAPING	$61,420	$4.94
33.01	SITE UTILITIES (STORM, WATER & SANITARY)	KISSICK CONSTRUCTION COMPANY	$287,223	$23.11
	PERMITS - BUILDING W/O PLAN REVIEW	TURNER CONSTRUCTION	$0	$0.00
	SUBTOTAL		**$10,026,471**	**$806.63**
	INSURANCE AND BONDING	**Turner Construction Co.**	**$578,533**	**$46.54**
	SUBCONTRACT DEFAULT INSURANCE		$121,534	$9.78
	GENERAL LIABILITY & WORKMAN'S COMP INSURANCE		$302,521	$24.34
	BUILDER'S RISK INSURANCE		$25,746	$2.07
	PAYMENT AND PERFORMANCE BOND		$115,859	$9.32
	PROFESSIONAL LIABILITY, POLLUTION & CYBER INSURANCE		$12,873	$1.04
	ESCALATION AND CONTINGENCY	**Turner Construction Co.**	**$626,764**	**$50.42**
	DESIGN CONTINGENCY		$0	$0.00
	ESCALATION		$0	$0.00
	OWNER ALLOWANCE		$300,000	$24.14
	CONSTRUCTION CONTINGENCY		$326,764	$26.29
	SUBTOTAL - DIRECT COSTS		**$11,231,768**	**$903.60**
	CM SERVICES	**Turner Construction Co.**	**$1,641,446**	**$132.06**
	PRECONSTRUCTION		$20,000	$1.61
	CONSTRUCTION STAFF & REIMBURSABLES		$1,313,595	$105.68
	CM FEE		$307,851	$24.77
	FIRE STATION #5 TOTAL		**$12,873,215**	**$1,035.66**

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		OWNER		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
SITE ACQUISITION, INVESTIGATION, AND REMEDIATION						
Land Acquisition (includes all entitlement, planning, & zoning documentation)			X			
Property Surveys (Alta, Boundary, Topo)			X			
Wetlands Survey			X			
Cultural Survey			X			
Air Quality Analysis			X			
Water Quality Analysis			X			
Traffic Analysis			X			
Noise Analysis			X			
Habitat Survey						
Soils Borings and Geotech Report			X			
Environmental Audit			X			
Phase 1 and 2 Site Assessments			X			
Hazardous Contamination Reports			X			
Hazardous Material Abatement			X			
Regulatory Fees			X			
Environmental Cleanup			X			
Soil RHO Value testing			X			
FINANCING RELATED						
Feasibility Studies			X			
Legal Expenses			X			Related to project approval, design, and construction.
Bond Council			X			
Loan Acquisition Costs			X			
Construction Interest			X			
Plat Fees			X			
Zoning Fees			X			
Permanent Financing Costs			X			
Closing Costs			X			
PROFESSIONAL FEES						
A/E Fees and Reimbursable	-	-	-	-		
Architectural			X			
Structural			X			
Mechanical			X			
Electrical			X			
Lighting			X			
Plumbing			X			
Civil/Site/Utilities			X			
Landscape			X			
Interior Design			X			
Acoustical					X	
Contractor Delegated Design Where Specified	X					Fire Suppression, Fire Alarm, Storefront/Glazing, Cold Formed Metal Framing
Consultants	-	-	-	-		
Owners Representative					X	
Exterior Envelope			X			
Restaurant / Kitchen / Food Service					X	
LEED and WELL Certification					X	
Graphics			X			
Equipment Planning					X	
Security			X			
Testing and Inspections	-	-	-	-		
Test & Balance	X					
Commissioning Agent			X			
Commissioning Support	X					
Envelope Commissioning Agent			X			
Soils			X			
Concrete			X			
Steel			X			
Owners Representative			X			
PERMITS AND CONNECTION FEES						
Plan Review Fees			X			
Building Permit Fees					X	
EPA, NOI/Wetlands Permit Fees			X			
Watershed Management Fee			X			
Sewer Connection Fee			X			
Sewer Usage Fees			X			
Water Connection Fees			X			
Gas Connection Fees			X			
Electrical Utility Connection Fees			X			
Telephone and Internet Utility Connection Fees			X			
INSURANCE, BONDS, AND TAXES						
Contractor's General Liability	X					
Workers Compensation	X					
Contractor Controlled Insurance Program (CCIP)	X					
Builder's Risk	X					
Pollution Liability	X					
Professional Liability	X					TCCo limited to delegated design as indicated in project specifications
P&P Bond	X					
Subcontractor Default Insurance (Subguard)	X					
Insurance for Owner Direct Contracts			X			
Railroad Protective Liability Insurances					X	
Taxes (State, Local, and Use Tax)					X	
CONTINGENCIES AND COST ESCALATION						
Estimating Contingency					X	

Market Escalation Contingency					X	
Design Contingency					X	
Construction Contingency	X					
Project Contingency			X			
Inflation/Escalation Costs					X	
GENERAL REQUIREMENTS AND GENERAL CONDITIONS						
Construction Cleaning	X					
Final Cleaning	X					
Protection and Safety	X					Excludes owner direct contracts
Temporary Toilets	X					
Temporary Signage for Construction	X					
Temporary Project Identification Signage	X					
Construction Surveying	X					
Construction Layout	X					
Community Public Relations			X			
Travel Required for Project	X					For Turner staff only
Construction Personnel Relocation					X	
Site Security Guard					X	
Security Badges					X	
Drug Testing	X					
Construction Mobilization	X					
Contractor's Site Office / Trailer	X					
Owner's Site Office / Trailer					X	
A/E's Site Office / Trailer					X	
Operations and Maintenance Training	X					
Utility Service Charges/Consumption During Construction			X			
Utility Service Charges/Consumption After Substantial Completion			X			
Document Printing & Mail (Electronic)	X					
BIM Coordination - trade clash detection and coordination					X	
BIM Coordination - trade partner as-builts					X	
BIM Coordination - post-construction facility model					X	
Prevailing Wage Rates	X		X			
M/W/DBE Utilization Requirements					X	
Operating Supplies & Equipment	X					Turner has included its own operating supplies and equipment
Move-In / Startup Costs / Pre-Opening Operation Costs			X			
BUILDING DEMOLITION AND PATCHING						
On-site Demolition of Existing Buildings	X					
Hazardous Material Removal and Abatement			X			
FOUNDATIONS						
Foundations	X	X				
Slab on Grade	X	X				
STRUCTURAL FRAME						
Structural Frame	X	X				
Miscellaneous Steel	X	X				
ROOFING AND WATERPROOFING						
Roofing	X	X				
Waterproofing of Elevator Pits					X	
EXTERIOR WALL						
Exterior Wall Systems	X	X				
INTERIOR CONSTRUCTION						
Interior Walls & Doors	X	X				
Finishes	X	X				
Millwork / Casework	X	X				
Interior Glazing	X	X				
SPECIAL REQUIREMENTS/EQUIP.						
Commercial Food Service & Bar Equipment	-	-	-	-	-	
Kitchen Equipment					X	
Walk in Coolers, Remote Condensing Units and Refrigerant Lines					X	
Kitchen Equipment Connections					X	
Small Kitchen Appliances		X	X			
Kitchen Smallwares and Supplies			X	X		
Water Filters (first set only)			X	X		
Vending Machines					X	
Beer and Soda Conduits / Pathways					X	
Beer and Soda Tubing and Lines					X	
Point of Sale (POS) System					X	
Cooking Oil Container					X	
CO2 Bulk Storage					X	
Residential Grade Appliances	-	-	-	-	-	
Refrigerators	X	X				
Microwaves			X	X		
Under Counter Ice Makers	X	X				
Coffee Makers			X	X		
Freezers			X	X		
Stove and oven			X	X		
Dishwashers	X	X				
Laundry Equipment (Washer and Dryer)		X	X			E21 included, Future E17 & E18 excluded
Toilet Partitions and Accessories	-	-	-	-	-	
Toilet Partitions and Screens	X	X				
Toilet Accessories	X	X				
Toilet Supplies (toiletries, soap, etc.)			X	X		
Linens and Towels			X	X		
Fire Protection and Safety Specialties	-	-	-	-	-	
Fire Extinguishers, with cabinets where indicated	X	X				
First Aid Stations, Including Defibrillators					X	
Wall and Door Protection	-	-	-	-	-	
Wall Protection	X	X				
Corner Guards	X	X				
Lockers and Benches	-	-	-	-	-	

Lockers	X	X				
Benches	X	X				
Visual Displays	-	-	-	-	-	
Marker Boards	X	X				
Projection screens			X	X		
Projectors			X	X		
Signage	-	-	-	-	-	
Code Signage	X	X				
Room Identification Signage	X	X				
Building Identification Signage	X	X				
Monument Signage					X	
Window Treatments	-	-	-	-	-	
Mecho Shades					X	
Roller Shades	X	X				
Blinds					X	
Window curtains					X	
Other Specialties / Equipment / Furnishings	-	-	-	-	-	
Recessed walk-off mats					X	
Fixed tables and seating					X	
Operable walls					X	
Acoustical panels (interior)	X	X				2 located in wellness room
Cubicle curtain					X	
Dock equipment - levelers, bumpers, and seals					X	
Roof tie-back anchors for fall restraint					X	
Window washing equipment					X	
Vehicle service equipment					X	
Pool(s)					X	
Trash Compactor					X	
Dumpsters			X	X		
Athletic Equipment / Specialties	-	-	-	-	-	
Basketball goals					X	
Gym divider curtain					X	
Volleyball floor sleeves, stanchions, and nets					X	
Pickleball floor sleeves, stanchions, and nets					X	
Badminton floor sleeves, stanchions, and nets					X	
Wall padding					X	
Scoreboards - wall mounted					X	
Scoreboards - portable					X	
Seating, tip'n roll bleachers					X	
Fitness/Cardio equipment (treadmills, free weights, dumb bells, etc.)			X	X		
Balls, paddles, racquets, etc.			X	X		
Soccer nets			X	X		
Carts (balls, laundry, etc)			X	X		
Wrestling or exercise mats			X	X		
Racks and storage shelving			X	X		
Medicine Ball Rack			X	X		
Ice machine			X	X		
Other FF&E	-	-	-	-	-	
Movable Tables and Chairs	X	X	X	X		CFCI Stainless Steel Table in Personnel Decon/Laundry
Mobile marker boards			X	X		
Mobile teaching stations			X	X		
Office Cubicles					X	
Other office furniture (storage shelving, file cabinets, etc)			X	X		
Office equipment (computers, phones, printers, copiers, shredders, etc)			X	X		
Area rugs					X	
Trash cans (other than restroom trash cans)			X	X		
Work benches and tool racks	X	X	X	X		Turner includes steel bench shown in App Bay (Workshop 141)
Janitorial equipment and supplies			X	X		
Computer Workstations			X	X		
Printers, Copiers, Shredders			X	X		
Telephone System			X	X		
Reception/Lobby Area Furniture			X	X		
Back of House Shelving	X	X	X	X		CFCI Stainless Steel Shelf in Personnel Decon/Laundry
Display Cases			X	X		
Computer Server Equipment			X	X		
Interior Design Accessories			X	X		
VERTICAL TRANSPORTATION					X	Excluded. Not in project scope.
FIRE PROTECTION						
Fire Sprinkler System	X	X				
Fire Pump	X	X				
PLUMBING						
Plumbing Equipment	X	X				
Piping and Insulation	X	X				
Fixtures	X	X				
Compressed Air Service	X	X				
Leak Detection					X	
Medical Gasses					X	
Lab Vacuum System					X	
Deionization Water Treatment					X	
Kitchen Equipment Connections	X	X				
Water Softener System					X	
Water Softener Chemicals After Substantial Completion					X	
Commissioning Support		X				
Commissioning			X			
HVAC						
HVAC Equipment	X	X				
Temp filters and startup filters	X	X				
Extended warranty for temp construction use	X					Warranty will remain as specified from Substantial Completion
Ductwork, Piping, Accessories	X	X				
BMS / Controls	X	X				
Kitchen Equipment Connections	X	X				
Testing and Balancing	X	X				
Commissioning Support		X				
Commissioning			X			

ELECTRICAL						
Electrical Power Distribution Equipment	X	X				
Conduit, Cabling, and Devices for Power	X	X				
Conduit, Cabling, and Fixtures for Lighting	X	X				
Lighting Control	X	X				
Fire Alarm System	X	X				
Bi-directional amplifiers	X	X				
Technology & Telephone Systems Rough-in	X	X				
Technology & Telephone Systems Cabling	X	X				
Equipment racks	X	X				Excludes servers and network connections
Patch Panels	X	X				
AV Systems Rough-in	X	X				
AV Systems Cabling to Racks and Wall/Ceiling outlets	X	X				
AV Systems Cabling to Devices	X	X				
Security - Card Access Systems Rough-in	X	X				
Security - Card Access Cabling	X	X				
Security - Card Access Devices			X	X		
Security - Camera Systems Rough-in	X	X				
Security - Camera Systems Cabling	X	X				
Security - Cameras			X	X		
Security - System and device licenses			X	X		
Security - Video recording servers			X	X		
Security - Electronic key management system			X	X		
Security - Access cards			X	X		
Security - Monitoring			X	X		
Security - Subscription services and annual updates			X	X		
POS Systems Rough-in					X	
POS Systems Cabling					X	
POS Systems Devices					X	
Public Address Systems Rough-in	X	X				Paging system only
Public Address Systems Cabling	X	X				Paging system only
Generator	X	X				Not used for construction. Warranty from Substantial Completion as specified
Mobile generator connection cabinet					X	
Mobile generator					X	
Kitchen Equipment Connections	X	X				Pigtails provided with Kitchen Equipment
Commissioning Support		X				
Commissioning			X			
Landscaping						
Plantings (grass, trees, shrubs, etc.)	X	X				
Irrigation / Sprinkler system					X	
Spreading of on-site stockpiled topsoil	X	X				
Final grading of topsoil	X	X				
Planting beds					X	
Decorative rock					X	
Landscape edging	X	X				
Pavers					X	
Interior plants			X	X		
Landscaping maintenance prior to Substantial Completion	X	X				
Landscape maintenance after Substantial Completion			X	X		
Site Utilities						
Storm	X	X				
Subsurface drains	X	X				
Water	X	X				
Sanitary	X	X				
Sand Oil Interceptor	X	X				
Connection of new storm, water, and sanitary to existing	X	X				
Gas service to meter at the building			X	X		By Local Utility
Gas service from meter to locations in building	X	X				
Conduit for primary electric service to building service entrance	X	X				
Conductors (Wire) for primary electric service to building service entrance	X	X				From electric utility
Outdoor switchgear and transformers					X	
Relocation of Existing Utilities					X	
Site Lighting and Convenience Power						
Exterior building lighting	X	X				
Road and parking area lighting	X	X				
Landscape lighting					X	None shown on drawings
Electric vehicle charging stations					X	
Site convenience power outlets					X	
Emergency call stations					X	
Site Communications & Security						
Communications and security conduits / ductbanks and vaults	X	X				
Connection of new communications and security conduit to existing	X	X				
Communications and security cabling			X	X		
Communications and security devices and equipment			X	X		

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

These assumptions and clarifications present a written explanation clarifying the assumptions, exclusions, and other basis used in developing the Guaranteed Maximum Price (GMP) and its summary cost breakdown, as well as the Contract Time and project schedule referenced herein. Qualifications noted herein are intended to supplement the Contract Documents, clarify and document mutual understanding of any conflicting or incomplete scope or design items, and highlight dependencies on the Owner and its representatives. Where actual events on the Project differ from the Assumptions and Clarifications listed below, these differing conditions shall require adjustments to the GMP, resulting in adjustments to cost and/or schedule.

General Scope and Contract Qualifications, Clarifications, and Exclusions

1.) Design and estimating contingency are excluded. It is understood that the Owner, and Construction Manager will work together to monitor completion of the Contract Documents in accordance with the intent and scope based on these Assumptions and Clarifications. Should deviations from such intent and scope result in an increase to the GMP, Construction Manager will recommend possible solutions in order to protect the Project cost and/or schedule from increasing, and the Owner will adjust the GMP by Change Order accordingly, if necessary.

2.) The GMP is based on the *Contract Documents List* (Exhibit D), and these Assumptions and Clarifications. In the event of a discrepancy, these Assumptions & Clarifications shall take precedence over the Design Documents.

3.) *Cost Summary sheet* (Exhibit A) has been included in this document for information only. Totals are not intended to be stand alone or line-item guarantees.

The Construction Manager will provide the following insurance and/or bonds for the portion of the project scope included within the GMP. The price for these is within the GMP as lump sum amounts as indicated below and will be billed in the first application for payment following approval of the GMP. All amount listed are subject to additions if the volume of the GMP increases and will be added at the Fixed Rate Percentages indicated (on the total volume increase). Deductibles for Builders Risk Insurance, if necessary, shall be reimbursable as cost of the work within the GMP. GMP excludes insurance or bond coverage for Owner direct contractors.

Description	Lump Sum Amount	Fixed Rate %
Contractor Controlled Insurance Program	$302,521	2.35%
Subcontractor Default Insurance	$121,534	1.25%
Builder's Risk Insurance	$25,746	0.20%
Performance and Payment Bond	$115,859	0.90%
Pollution & Professional Liability Insurance	$12,873	0.10%

4.) Construction Manager reserves the right to selectively negotiate or re-bid trade packages as necessary to maintain the final GMP.

5.) Pursuant to Section 7.8.1, Construction Manager may self-perform General Requirements, General Conditions, Cleaning, and Safety.

6.) The Construction Contingency is for the Construction Manager and Owner's joint protection and is intended to cover possible additional costs for conditions not evident from the GMP documents and not quantifiable at the time of the GMP at the sole discretion of the Construction Manager with review by the Owner and/or Owner's Representative. The Construction Contingency may be used to pay for items included in the Cost of the Work. All expenditures of the Construction Contingency shall be tracked by the Construction Manager, with all savings retained by the Owner at Final Completion. Permissible uses of the Construction Contingency include but are not limited to:

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

a) Expediting of materials/labor beneficial to the Project but not due to an external delay.

b) Scope missed in subcontractor proposals or coordination of work by Construction Manager.

c) Scope omissions in the Contract Documents reasonably inferred.

d) Overtime, out of sequence work, and other acceleration costs required to maintain schedule at no fault of the Owner or Architect.

e) Buyout of a project scope of work that results in an overrun to a subcontract.

f) Additional temporary work, cleaning, safety, or protection required to maintain schedule.

g) Costs due to unrecoverable subcontractor defaults if not covered by insurance.

h) Overruns in staff and general conditions costs.

i) Cost to cover unidentifiable losses or damages not covered by insurance, including deductibles.

7.) In the event any Separate Contractor is retained by the Owner pursuant to Article 6.1, it is understood that such Separate Contractors shall follow the Construction Manager's safety policies and coordinate with other trades while the Construction Manager is on site as the controlling contractor. However, the Construction Manager is not responsible for the actions or performance of the Owner's contractors, and will not be included in the Construction Manager's insurance policies.

8.) Manufacturers' standard colors, sizes and materials have been included except where color selections have already been identified in the GMP documents.

9.) The GMP based on the following activities, some of which are Owner dependent. These dates are critical schedule dates:

Description	Date
City Council Approval of GMP	8/3/2026
Full Release to proceed with the Work prior to	9/1/2026

Reference Exhibit H – *Project Schedule* for additional clarifications regarding schedule.

10.) The overall Project Schedule is based on 5 day work weeks (Monday through Friday), 8 hours per day, exclusive of holidays.

11.) The Project Schedule and Substantial Completion date may fluctuate due to conditions outside the Construction Manager's control.

12.) The GMP includes 33 weather impact days in the schedule, reasonably anticipated from NOAA historical data in the Project area, when various types work will be occurring on the project, and other project specific parameters per Section 3.10.1 "Weather Days" shall be defined as days in which weather prevents critical activities from moving forward. Net impacts from Weather Days will be tracked cumulatively. The Weather Days noted below per month shall be used in establishing "normal" vs. "abnormal" weather conditions per Section 15.1.6.2.

Month	Days		Month	Days		Month	Days		Month	Days
January	4		April	3		July	2		October	2
February	4		May	3		August	2		November	2
March	4		June	2		September	2		December	3

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

13.) The following Exhibits are included in this GMP deliverable for your reference and understanding of scope that is included or excluded.

a) Exhibit B: *Scope of Work Responsibility Matrix*. This document outlines our understanding of project scope responsibilities required of the Construction Manager and Owner. The GMP excludes all costs for Owner furnished or installed scope as outlined in this Responsibility Matrix. Unless additional clarifications are required, the scope responsibility indicated in this exhibit is not repeated in these Assumptions and Clarifications.

b) Exhibit E: *Allowances.* This document highlights scope that is included in the GMP as an Owner Allowance. The GMP assumes an Allowance is a dollar value assigned to a scope of work, which is known about, but has not or cannot be clearly defined with firm pricing. Allowance overages and savings will be addressed through a Change Order and not from Construction Manager contingency.

c) Exhibit H: *Project Schedule*.

14.) SCOPE SPECIFIC ITEMS:

A. Equipment

1) Assumptions / Clarifications:

a) One-Line Diagram (Includes Siemens: MDP, LP1, LP2, LP3, LP4, M1, M2, (3) SPDs, DS1
b) Cummins Generator
c) CU-DOAS-1
d) SourceBlue Cost of Service Included
e) Some Breaker Types and Amperages not Available as Indicated in One-Line Diagrams and Panel Schedules
   (1) Breaker Types – Placed into Correct Panelboards to Meet Local Code
   (2) Amperages – Any Unavailable Amperages Increased 5A – 10A to Meet Design Intent
f) Progress payments and the staffing amounts shall be proportionally billed for each piece of equipment awarded by Approval Letter or Change Order in the following manner:
   (1) Issuance of Approval Letter for Award of Equipment/Material: 25%
   (2) Issuance of Purchase Order to Awarded Vendor: 10%
   (3) Issuance of Release to Fabrication to Awarded Vendor: 25%
   (4) Receipt of Equipment / Material at Jobsite and/or Offsite Storage Site: 35%
   (5) Successful Completion of Equipment / Material Startup: 5%

2) General Exclusions

a) Sales Tax
b) Arc Flash Study
c) Tariff Impacts on All Above Equipment

B. Substructure (Foundations, Slab on Grade, and Related Systems)

1) Assumptions / Clarifications:

a) Air monitoring throughout the course of demolition has been excluded.
b) We have assumed that all existing site utilities designated for removal will be disconnected and capped at the main, flow-filled as required, and abandoned in place.

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

c) No mock-ups included as same trade partner (GJS) is being carried for this GMP from IFS #8.

C. Shell (Superstructure & Envelope)

1) Assumptions / Clarifications:
   a) Insulation behind the metal panels at the parapet walls was not included per detail D10/A1.03.
   b) We have assumed the parapet wall at the upper roof to be all metal panel as called out in detail D10/A2.03 in lieu of the isometric drawing on sheet A2.02
   c) Specifications list applied film at aluminum windows; however none are found on the drawings. Therefore, this GMP does not include window film.

2) General Exclusions
   a) For windows & aluminum storefront, third party field testing is excluded. GMP includes water testing by Trade Partner.
   b) For windows and aluminum storefront, ASTM E1105 – Cyclic Static Air Pressure Test is excluded along with ASTM E783 Uniform Static Air Pressure Test.

D. Interiors

1) Assumptions / Clarifications:
   a) Specifications call for intumescent coatings, however, none are found in the drawings. Therefore, this GMP does not include intumescent paint.
   b) This proposal assumes that Desco can utilize proprietary products to obtain a single source warranty.
   c) Frameless mirrors shown in the fitness room are assumed to not be tempered, and installed with J-channel and mastic.
   d) Door keying will be coordinated at the beginning of the Work through end users, owner, and door contractor, facilitated by general contractor.

2) Exclusions
   a)

E. Services (Conveying & MEP)

1) Assumptions / Clarifications:
   a)

2) Exclusions:
   a) GMP excludes any rough-in for first responder electronic alert system (i.e. WestNet, G2, etc.)

F. Equipment & Furnishings

1) Assumptions / Clarifications:

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

a) GMP assumes E22 Ice Maker can be substituted with Manitowoc EV925971. Spec'd model URF-0140A is no longer manufactured. The only difference is the refrigerant.

H. Sitework & Utilities

1) Assumptions / Clarifications:
   a) No permanent irrigation system is included. Plumbing and electrical rough in for future irrigation system is included.
   b) Pricing for asphalt is current as of the GMP date. It is anticipated that the cost may be adjusted at the time of installation based upon the Asphalt index. This adjustment is not currently carried in the GMP price.

I. General Requirements

1) Exclusions
   a) All permit, plan review, development and tap fees.

END OF ASSUMPTIONS AND CLARIFICATIONS

Document Number	Title	Date	Revision Number	Most Recent Update
	DRAWINGS (FIRE STATION 5)			
GENERAL				
G0.00	COVER	5/29/2026	0	100% CD'S
ARCHITECTURAL				
A0.01	CODE REVIEW	5/29/2026	0	100% CD'S
A0.02	ACCESSIBILITY DIAGRAMS	5/29/2026	0	100% CD'S
A1.01	DIMENSION PLAN	5/29/2026	0	100% CD'S
A1.02	KEYNOTE PLAN	6/16/2026	0	ADD #1
A1.03	ROOF PLAN	5/29/2026	0	100% CD'S
A2.01	ELEVATIONS	6/16/2026	0	ADD #1
A2.02	3D VIEW	5/29/2026	0	100% CD'S
A2.03	BUILDING SECTIONS	6/16/2026	0	ADD #1
A2.04	BUILDING SECTIONS	6/16/2026	0	ADD #1
A3.01	WALL SECTIONS	6/16/2026	0	ADD #1
A3.02	WALL SECTIONS	5/29/2026	0	100% CD'S
A3.03	WALL SECTIONS & DETAILS	6/16/2026	0	ADD #1
A3.04	DETAILS	5/29/2026	0	100% CD'S
A4.01	INTERIOR ELEVATIONS	5/29/2026	0	100% CD'S
A4.02	INTERIOR ELEVATIONS	6/16/2026	0	ADD #1
A4.03	INTERIOR ELEVATIONS	6/16/2026	0	ADD #1
A4.04	INTERIOR ELEVATIONS	6/16/2026	0	ADD #1
A4.05	INTERIOR ELEVATIONS	5/29/2026	0	100% CD'S
A4.06	INTERIOR ELEVATIONS	5/29/2026	0	100% CD'S
A5.01	REFLECTED CEILING PLAN	5/29/2026	0	100% CD'S
A5.02	REFLECTED CEILING PLAN	6/16/2026	0	ADD #1
A5.03	REFLECTED CEILING PLAN	5/29/2026	0	100% CD'S
A6.01	DOOR SCHEDULE	6/16/2026	0	ADD #1
A6.02	OPENING DETAILS	5/29/2026	0	100% CD'S
A6.03	OPENING DETAILS	5/29/2026	0	100% CD'S
A7.01	FINISH SCHEDULE	6/16/2026	0	ADD #1
A7.02	FINISH PLAN	5/29/2026	0	100% CD'S
A7.03	FF&E PLAN	5/29/2026	0	100% CD'S
A7.04	INTERIOR SCHEDULES	5/29/2026	0	100% CD'S
A7.05	INTERIOR DETAILS	5/29/2026	0	100% CD'S
A7.06	INTERIOR DETAILS	6/16/2026	0	ADD #1
AD1.01	DEMOLITION PLAN	6/16/2026	0	ADD #1
AS0.01	SURVEY	5/29/2026	0	100% CD'S
AS1.01	SITE PLAN	6/16/2026	0	ADD #1
AS1.02	SITE DETAILS	5/29/2026	0	100% CD'S
STRUCTURAL				
S0.01	GENERAL NOTES	5/29/2026	0	100% CD'S
S0.04	GENERAL INFORMATION	5/29/2026	0	100% CD'S
S1.01	FOUNDATION PLAN	6/16/2026	0	ADD #1
S1.02	LOW HEADER PLAN	6/16/2026	0	ADD #1
S1.03	HIGH HEADER PLAN	6/16/2026	0	ADD #1
S1.04	ROOF FRAMING PLAN	5/29/2026	0	100% CD'S
S1.10	ENLARGED PLANS	5/29/2026	0	100% CD'S
S3.01	FOUNDATION SECTIONS	6/16/2026	0	ADD #1
S3.02	FOUNDATION SECTIONS	6/16/2026	0	ADD #1
S3.03	FOUNDATION SECTIONS	6/16/2026	0	ADD #1
S3.04	FOUNDATION SECTIONS	6/16/2026	0	ADD #1
S3.11	ROOF FRAMING SECTIONS	5/29/2026	0	100% CD'S
S3.12	ROOF FRAMING SECTIONS	6/16/2026	0	ADD #1
S3.13	ROOF FRAMING SECTIONS	6/16/2026	0	ADD #1
S3.14	ROOF FRAMING SECTIONS	6/16/2026	0	ADD #1
S3.21	MISC. SECTIONS AND DETAILS	5/29/2026	0	100% CD'S
S3.31	SITE RETAINING WALLS	5/29/2026	0	100% CD'S
S3.41	WALL ELEVATIONS	5/29/2026	0	100% CD'S
S3.42	WALL ELEVATIONS	5/29/2026	0	100% CD'S
S3.51	TYPICAL DETAILS	5/29/2026	0	100% CD'S
S3.52	TYPICAL DETAILS	5/29/2026	0	100% CD'S
S3.53	TYPICAL DETAILS	5/29/2026		100% CD'S
MEP				
M101	HVAN PLAN	6/16/2026	0	ADD #1
M201	HYDRONIC PLAN	5/29/2026	0	100% CD'S
M301	MECHANICAL CONTROLS	5/29/2026	0	100% CD'S
M401	MECHANICAL SCHEDULES	6/16/2026	0	ADD #1
M501	MECHANICAL DETAILS	6/16/2026	0	ADD #1
M502	MECHANICAL DETAILS	5/29/2026	0	100% CD'S
MEP001	MEP COVER SHEET	5/29/2026	0	100% CD'S
MEP002	PENETRATION DETAILS	5/29/2026	0	100% CD'S
MEP003	PENETRATION DETAILS	5/29/2026	0	100% CD'S
MEP101	MEP - SITE PLAN	6/16/2026	0	ADD #1
MEP201	MEP - ROOF PLAN	5/29/2026	0	100% CD'S
P101	DOMESTIC WATER PLAN	6/16/2026	0	ADD #1
P201	PLUMBING - WASTE & VENT	5/29/2026	0	100% CD'S
P301	PLUMBING RISER DIAGRAMS	5/29/2026	0	100% CD'S
P401	PLUMBING SCHEDULES	5/29/2026	0	100% CD'S
P501	PLUMBING DETAILS	5/29/2026	0	100% CD'S
P601	PLUMBING DETAILS	5/1/2026	0	90% CD's
E101	LIGHTING PLAN	6/16/2026	0	ADD #1
E201	POWER PLAN	5/29/2026	0	100% CD'S
E301	SPECIAL SYSTEMS PLAN	5/29/2026	0	100% CD'S
E302	SPECIAL SYSTEMS DETAILS & SCHEDULES	5/29/2026	0	100% CD'S
E303	SPECIAL SYSTEMS DETAILS & SCHEDULES	5/29/2026	0	100% CD'S
E304	SPECIAL SYSTEMS DETAILS & SCHEDULES	5/29/2026	0	100% CD'S
E305	SPECIAL SYSTEMS DETAILS & SCHEDULES	5/29/2026	0	100% CD'S

Document Number	Title	Date	Revision Number	Most Recent Update
E401	ELECTRICAL RISER & SCHEDULES	5/29/2026	0	100% CD'S
E402	ELECTRICAL PANEL SCHEDULES	5/29/2026	0	100% CD'S
E501	ELECTRICAL SCHEDULES & DETAILS	6/16/2026	0	ADD #1
E502	ELECTRICAL SCHEDULES & DETAILS	5/29/2026	0	100% CD'S
E503	ELECTRICAL SCHEDULES & DETAILS	5/29/2026	0	100% CD'S

DRAWINGS (SITE PACKAGE)

CIVIL

C-0.00	EXISTING CONDITIONS PLAN	6/16/2026	0	ADD #1
C-0.01	SITE DEMOLITION PLAN	6/16/2026	0	ADD #1
C-1.00	SITE DIMENSION & PAVING PLAN	6/16/2026	0	ADD #1
C-1.01	SITE UTILITY PLAN	6/16/2026	0	ADD #1
C-2.00	SITE GRADING PLAN	6/16/2026	0	ADD #1
C-2.01	SITE EROSION CONTROL PLAN PHASE 1	6/16/2026	0	ADD #1
C-2.02	SITE EROSION CONTROL PLAN PHASE 2	6/16/2026	0	ADD #1
C-2.03	SITE EROSION CONTROL PLAN PHASE 3	6/16/2026	0	ADD #1
C-2.04	TOP OF CURB ELEVATION PLAN	6/16/2026	0	ADD #1
C-3.00	STORM SEWER PLAN & PROFILES	6/16/2026	0	ADD #1
C-3.01	SITE STORM DRAINAGE MAP	6/16/2026	0	ADD #1
C-3.02	SITE DETENTION BASIN PLAN	6/16/2026	0	ADD #1
C-4.00	TYPICAL SITE DETAILS	6/16/2026	0	ADD #1
C-4.01	TYPICAL SITE DETAILS	6/16/2026	0	ADD #1
C-4.02	TYPICAL EROSION CONTROL DETAILS	6/16/2026	0	ADD #1
C-4.03	TYPICAL EROSION CONTROL DETAILS	6/16/2026	0	ADD #1
C-5.00	FIRE TRUCK TURNING PLAN	6/16/2026	0	ADD #1

LANDSCAPE

L-1.00	LANDSCAPE PLAN	6/16/2026	0	ADD #1

SPECIFICATIONS, REPORTS, NARRATIVES, PROJECT INFO & SKETCHES

PROCUREMENT & CONTRACTING REQUIREMENTS

000110	SUMMARY	5/29/2026	0	IFS #5 SPECS

GENERAL REQUIREMENTS

012000	PRICE AND PAYMENT PROCEDURES	5/29/2026	0	IFS #5 SPECS
012500	SUBSTITUTION PROCEDURES	5/29/2026	0	IFS #5 SPECS
013000	ADMINISTRATIVE REQUIREMENTS	5/29/2026	0	IFS #5 SPECS
014000	QUALITY REQUIREMENTS	5/29/2026	0	IFS #5 SPECS
014216	DEFINITIONS	5/29/2026	0	IFS #5 SPECS
014219	REFERENCE STANDARDS	5/29/2026	0	IFS #5 SPECS
014533	CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES	5/29/2026	0	IFS #5 SPECS
016000	PRODUCT REQUIREMENTS	5/29/2026	0	IFS #5 SPECS
017000	EXECUTION AND CLOSEOUT REQUIREMENTS	5/29/2026	0	IFS #5 SPECS
017800	CLOSEOUT SUBMITTALS	5/29/2026	0	IFS #5 SPECS
017900	DEMONSTRATION AND TRAINING	5/29/2026	0	IFS #5 SPECS

EXISTING CONDITIONS

024100	DEMOLITION	5/29/2026	0	IFS #5 SPECS

CONCRETE

033000	IN-PLACE CONCRETE	5/29/2026	0	IFS #5 SPECS
033500	INTERIOR CONCRETE FINISHING	6/16/2026	0	ADD #1
033543	POLISHED CONCRETE FINISHING	5/29/2026	0	IFS #5 SPECS
035114	CEMENTITIOUS WOOD FIBER COMPOSITE ACOUSTIC PLANK	6/16/2026	0	ADD #1

MASONRY

042000	UNIT MASONRY	5/29/2026	0	IFS #5 SPECS
042613	MASONRY VENEER	6/16/2026	0	ADD #1
047200	CAST STONE MASONRY	5/29/2026	0	IFS #5 SPECS

METALS

051200	STRUCTURAL STEEL FRAMING	5/29/2026	0	IFS #5 SPECS
052100	STEEL JOIST FRAMING	5/29/2026	0	IFS #5 SPECS
053100	STEEL DECKING	5/29/2026	0	IFS #5 SPECS
054000	FORMED METAL FRAMING	5/29/2026	0	IFS #5 SPECS
055000	METAL FABRICATIONS	5/29/2026	0	IFS #5 SPECS
055100	ARCHITECTURAL METAL FABRICATIONS	6/16/2026	0	ADD #1

WOOD, PLASTICS, & COMPOSITES

061000	ROUGH CARPENTRY	6/16/2026	0	ADD #1
061053	MISCELLANEOUS ROUGH CARPENTRY	5/29/2026	0	IFS #5 SPECS
062000	FINISH CARPENTRY	5/29/2026	0	IFS #5 SPECS
064100	ARCHITECTURAL WOOD CASEWORK	6/16/2026	0	ADD #1
066100	SOLID SURFACE SHOWER SURROUNDS	5/29/2026	0	IFS #5 SPECS
068316	FIBERGLASS REINFORCED PANELING	6/16/2026	0	ADD #1

THERMAL & MOISTURE PROTECTION

071113	BITUMINOUS DAMPPROOFING	5/29/2026	0	IFS #5 SPECS
071716	BENTONITE COMPOSITE SHEET WATERPROOFING	6/16/2026	0	ADD #1
072100	THERMAL INSULATION	6/16/2026	0	ADD #1
072700	AIR BARRIERS	5/29/2026	0	IFS #5 SPECS
074113	METAL ROOF PANELS	6/16/2026	0	ADD #1
074213	METAL WALL PANELS	6/16/2026	0	ADD #1
076200	SHEET METAL FLASHING AND TRIM	5/29/2026	0	IFS #5 SPECS
077200	ROOF ACCESSORIES	6/16/2026	0	ADD #1
078123	INTUMESCENT FIRE PROTECTION	5/29/2026	0	IFS #5 SPECS
078400	FIRESTOPPING	5/29/2026	0	IFS #5 SPECS

Document Number	Title	Date	Revision Number	Most Recent Update
079200	JOINT SEALANTS - PECORA	5/29/2026	0	IFS #5 SPECS
OPENINGS				
081113	HOLLOW METAL DOORS AND FRAMES	5/29/2026	0	IFS #5 SPECS
081416	FLUSH WOOD DOORS	5/29/2026	0	IFS #5 SPECS
083100	ACCESS DOORS AND PANELS	6/16/2026	0	ADD #1
083510	FOLDING PANEL DOORS AND GRILLES	5/29/2026	0	IFS #5 SPECS
083613	ALUMINUM SECTIONAL DOORS	5/29/2026	0	IFS #5 SPECS
084313	ALUMINUM-FRAMED STOREFRONTS	5/29/2026	0	IFS #5 SPECS
085113	ALUMINUM WINDOWS	6/16/2026	0	ADD #1
087100	DOOR HARDWARE	6/16/2026	0	ADD #1
087123	COMMERCIAL DOOR OPERATORS - LIFTMASTER	6/16/2026	0	ADD #1
088000	GLAZING	6/16/2026	0	ADD #1
088300	MIRRORS	5/29/2026	0	IFS #5 SPECS
FINISHES				
090561	COMMON WORK RESULTS FOR FLOORING PREPARATION	5/29/2026	0	IFS #5 SPECS
092116	GYPSUM BOARD ASSEMBLIES - USG	5/29/2026	0	IFS #5 SPECS
092216	NON-STRUCTURAL METAL FRAMING	5/29/2026	0	IFS #5 SPECS
092700	PLASTER FABRICATIONS	5/29/2026	0	IFS #5 SPECS
093000	TILING	6/16/2026	0	ADD #1
095100	ACOUSTICAL CEILINGS	5/29/2026	0	IFS #5 SPECS
096500	RESILIENT FLOORING	5/29/2026	0	IFS #5 SPECS
096566	RESILIENT ATHLETIC FLOORING	6/16/2026	0	ADD #1
096700	FLUID-APPLIED FLOORING	6/16/2026	0	ADD #1
096813	TILE CARPETING	6/16/2026	0	ADD #1
098430	SOUND-ABSORBING WALL AND CEILING UNITS	5/29/2026	0	IFS #5 SPECS
099113	EXTERIOR PAINTING	6/16/2026	0	ADD #1
099123	INTERIOR PAINTING	5/29/2026	0	IFS #5 SPECS
099600	HIGH-PERFORMANCE COATINGS	5/29/2026	0	IFS #5 SPECS
SPECIALTIES				
101100	VISUAL DISPLAY UNITS	5/29/2026	0	IFS #5 SPECS
101416	PLAQUES	5/29/2026	0	IFS #5 SPECS
101423	PANEL SIGNAGE	5/29/2026	0	IFS #5 SPECS
102113.19	PLASTIC TOILET COMPARTMENTS	5/29/2026	0	IFS #5 SPECS
102116	SOLID SURFACE SHOWER RECEPTORS	5/29/2026	0	IFS #5 SPECS
102600	WALL AND DOOR PROTECTION	5/29/2026	0	IFS #5 SPECS
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	5/29/2026	0	IFS #5 SPECS
104400	FIRE PROTECTION SPECIALTIES	5/29/2026	0	IFS #5 SPECS
105030	TURNOUT GEAR LOCKERS (WALL MOUNTED)	5/29/2026	0	IFS #5 SPECS
105126	PLASTIC LOCKERS	5/29/2026	0	IFS #5 SPECS
107316.13	METAL CANOPIES	5/29/2026	0	IFS #5 SPECS
107500	FLAGPOLES	5/29/2026	0	IFS #5 SPECS
EQUIPMENT				
113013	RESIDENTIAL APPLIANCES	5/29/2026	0	IFS #5 SPECS
FURNISHINGS				
122400	WINDOW SHADES	5/29/2026	0	IFS #5 SPECS
123553.13	METAL LABORATORY CASEWORK	5/29/2026	0	IFS #5 SPECS
123600	COUNTERTOPS	5/29/2026	0	IFS #5 SPECS
FIRE SUPPRESSION				
210000	DIVISION 21	5/29/2026	0	IFS #5 SPECS
210010	FIRE SUPPRESSION PROVISIONS	5/29/2026	0	IFS #5 SPECS
210011	BASIC FIRE SUPPRESSION MATERIALS AND METHODS	5/29/2026	0	IFS #5 SPECS
210013	PROJECT COORDINATION	5/29/2026	0	IFS #5 SPECS
210548	VIBRATION/SEISMIC CONTROLS FOR PIPING/EQUIPMENT	5/29/2026	0	IFS #5 SPECS
211313	WET PIPE FIRE PROTECTION SYSTEM	5/29/2026	0	IFS #5 SPECS
PLUMBING				
220000	DIVISION 22	5/29/2026	0	IFS #5 SPECS
220010	PLUMBING PROVISIONS	5/29/2026	0	IFS #5 SPECS
220011	BASIC PLUMBING MATERIALS AND METHODS	5/29/2026	0	IFS #5 SPECS
220013	PROJECT COORDINATION	5/29/2026	0	IFS #5 SPECS
220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING	5/29/2026	0	IFS #5 SPECS
220514	MOTOR CONTROL AND EQUIPMENT DISCONNECTS	5/29/2026	0	IFS #5 SPECS
220523	VALVES	5/29/2026	0	IFS #5 SPECS
220548	VIBRATION/SEISMIC CONTROLS FOR PLUMBING/EQUIPMENT	5/29/2026	0	IFS #5 SPECS
220700	PLUMBING INSULATION	5/29/2026	0	IFS #5 SPECS
221000	PLUMBING PIPING	5/29/2026	0	IFS #5 SPECS
221119	DOMESTIC WATER PIPING SPECIALTIES	5/29/2026	0	IFS #5 SPECS
221319	SANITARY WASTE PIPING SPECIALTIES	5/29/2026	0	IFS #5 SPECS
223300	ELECTRIC WATER HEATERS	5/29/2026	0	IFS #5 SPECS
223400	GAS WATER HEATERS	5/29/2026	0	IFS #5 SPECS
224000	PLUMBING FIXTURES	5/29/2026	0	IFS #5 SPECS
HVAC				
230000	DIVISION 23	5/29/2026	0	IFS #5 SPECS
230010	MECHANICAL PROVISIONS	5/29/2026	0	IFS #5 SPECS
230011	BASIC MECHANICAL MATERIALS AND METHODS	5/29/2026	0	IFS #5 SPECS
230013	PROJECT COORDINATION	5/29/2026	0	IFS #5 SPECS
230513	COMMON MOTOR REQUIREMENTS FOR HVAC SYSTEMS	5/29/2026	0	IFS #5 SPECS
230514	MOTOR CONTROL AND EQUIPMENT DISCONNECTS	5/29/2026	0	IFS #5 SPECS
230515	VARIABLE FREQUENCY CONTROLLERS	5/29/2026	0	IFS #5 SPECS
230523	VALVES	5/29/2026	0	IFS #5 SPECS
230548	VIBRATIONS AND SEISMIC CONTROLS FOR PIPING/EQUIPMENT	5/29/2026	0	IFS #5 SPECS
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	5/29/2026	0	IFS #5 SPECS
230593	SYSTEM TESTING & BALANCING	5/29/2026	0	IFS #5 SPECS
230713	DUCT INSULATION	5/29/2026	0	IFS #5 SPECS

Document Number	Title	Date	Revision Number	Most Recent Update
230719	PIPING INSULATION	5/29/2026	0	IFS #5 SPECS
230913	PROGRAMMABLE THERMOSTATS	5/29/2026	0	IFS #5 SPECS
232000	HVAC PIPING	5/29/2026	0	IFS #5 SPECS
232016	HVAC PIPING SPECIALTIES	5/29/2026	0	IFS #5 SPECS
232117	CLOSED SYSTEM CHEMICAL WATER TREATMENT	5/29/2026	0	IFS #5 SPECS
232119	GLYCOL AND GLYCOL FILL SYSTEM	5/29/2026	0	IFS #5 SPECS
232123	HYDRONIC PUMPS	5/29/2026	0	IFS #5 SPECS
233113	METAL DUCTS	5/29/2026	0	IFS #5 SPECS
233300	AIR DUCT ACCESSORIES	5/29/2026	0	IFS #5 SPECS
233400	HVAC FANS	5/29/2026	0	IFS #5 SPECS
233439	HIGH VOLUME, LOW SPEED FANS	5/29/2026	0	IFS #5 SPECS
233713	DIFFUSERS, REGISTERS, AND GRILLES	5/29/2026	0	IFS #5 SPECS
233750	HVAC LOUVERS	5/29/2026	0	IFS #5 SPECS
235216	CONDENSING BOILERS	5/29/2026	0	IFS #5 SPECS
238127	SPLIT SYSTEM FURNACES, EVAPORATORS AND CONDENSING UNITS	5/29/2026	0	IFS #5 SPECS
238305	INFRARED HEATERS	5/29/2026	0	IFS #5 SPECS
238316	RADIANT-HEATING HYDRONIC PIPING	5/29/2026	0	IFS #5 SPECS
ELECTRICAL				
260000	DIVISION 26	5/29/2026	0	IFS #5 SPECS
260010	ELECTRICAL PROVISIONS	5/29/2026	0	IFS #5 SPECS
260011	BASIC ELECTRICAL MATERIALS AND METHODS	5/29/2026	0	IFS #5 SPECS
260013	PROJECT COORDINATION	5/29/2026	0	IFS #5 SPECS
260519	WIRE AND CABLE	5/29/2026	0	IFS #5 SPECS
260526	GROUNDING	5/29/2026	0	IFS #5 SPECS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	5/29/2026	0	IFS #5 SPECS
260533	RACEWAYS AND BOXES	5/29/2026	0	IFS #5 SPECS
260536	CABLE TRAYS	5/29/2026	0	IFS #5 SPECS
260548	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	5/29/2026	0	IFS #5 SPECS
260553	ELECTRICAL IDENTIFICATION	5/29/2026	0	IFS #5 SPECS
260923	LIGHTING CONTROL DEVICES	5/29/2026	0	IFS #5 SPECS
260944	DISTRIBUTED DIGITAL LIGHTING CONTROL SYSTEM	5/29/2026	0	IFS #5 SPECS
262416	PANELBOARDS	5/29/2026	0	IFS #5 SPECS
262726	WIRING DEVICES	5/29/2026	0	IFS #5 SPECS
262813	FUSES	5/29/2026	0	IFS #5 SPECS
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	5/29/2026	0	IFS #5 SPECS
262913	ENCLOSED CONTROLLERS	5/29/2026	0	IFS #5 SPECS
263213	ENGINE GENERATORS	5/29/2026	0	IFS #5 SPECS
263350	LIGHTING SYSTEM MINI INVERTERS	5/29/2026	0	IFS #5 SPECS
263352	CENTRAL LIGHTING SYSTEM INVERTERS	5/29/2026	0	IFS #5 SPECS
263600	TRANSFER SWITCHES	5/29/2026	0	IFS #5 SPECS
264114	LIGHTING PROTECTION SYSTEM	5/29/2026	0	IFS #5 SPECS
264300	SURGE PROTECTION DEVICES	5/29/2026	0	IFS #5 SPECS
265000	LIGHTING	5/29/2026	0	IFS #5 SPECS
265100	INTERIOR LIGHTING	5/29/2026	0	IFS #5 SPECS
265600	EXTERIOR LIGHTING	5/29/2026	0	IFS #5 SPECS
COMMUNICATIONS				
270000	DIVISION 27	5/29/2026	0	IFS #5 SPECS
270500	COMMON WORK FOR COMMUNICATIONS	5/29/2026	0	IFS #5 SPECS
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	5/29/2026	0	IFS #5 SPECS
271300	COMMUNICATIONS CABLING AND EQUIPMENT	5/29/2026	0	IFS #5 SPECS
275150	PAGING SYSTEM	5/29/2026	0	IFS #5 SPECS
ELECTRONIC SAFETY & SECURITY				
280000	DIVISION 28	5/29/2026	0	IFS #5 SPECS
280500	COMMON WORK FOR ELECTRONIC SAFETY & SECURITY	5/29/2026	0	IFS #5 SPECS
284605	CONDUCTORS/CABLES FOR ELECTRONIC SAFETY & SECURITY	5/29/2026	0	IFS #5 SPECS
284611	FIRE SENSORS AND DETECTORS	5/29/2026	0	IFS #5 SPECS
284612	OTHER INITIATING DEVICES	5/29/2026	0	IFS #5 SPECS
284613	OTHER FIRE ALARM DEVICES	5/29/2026	0	IFS #5 SPECS
284621	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	5/29/2026	0	IFS #5 SPECS
284623	FIRE ALARM NOTIFICATION APPLIANCES	5/29/2026	0	IFS #5 SPECS
284624	FIRE ALARM INTERFACES TO REMOTE MONITORING	5/29/2026	0	IFS #5 SPECS
285500	EMERGENCY RADIO COMMUNICATION ENHANCEMENT SYSTEM	5/29/2026	0	IFS #5 SPECS
EXTERIOR IMPROVEMENTS				
323113	CHAIN LINK FENCING AND GATES	5/29/2026	0	IFS #5 SPECS
323113.10	AUTOMATIC GATE OPERATORS	5/29/2026	0	IFS #5 SPECS
329200	TURF AND GRASSES	5/29/2026	0	IFS #5 SPECS
329300	PLANTS	5/29/2026	0	IFS #5 SPECS

INDEPENDENCE FIRE STATION #5
LUMP SUM
July 19, 2026

Turner

EXHIBIT E - ALLOWANCES			
No.	**Description of Allowance**	**Amount**	**Notes / Scope of Work**
1	Owner Allowance	300,000	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Total Allowance Items Included in the GMP: **$ 300,000**

INDEPENDENCE FIRE STATION #5
LUMP SUM
July 19, 2026

Turner

EXHIBIT F - ALTERNATES				
No.	**Description of Alternate**	**Amount**	**Expiration Date****	**Notes / Scope of Work**
1	SNOW MELT SYSTEM	$ 67,000.00	9/1/26	ACCEPTED ON 7/16 AND CURRENTLY CARRIED IN GMP VALUE
2	*DEDUCT OF CANTILEVERED GATE	$ (35,308.00)	9/1/26	
3	*STANDING SEAM ILO TECTUM ROOF OVER APP BAY	$ (76,986.00)	9/1/26	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

*'Alternates are excluded from the GMP.
**Expiration date is the deadline to accept this alternate in order to incorporate it into the GMP via Change Order without cost and/or schedule impacts.

INDEPENDENCE FIRE STATION #5
LUMP SUM
July 14, 2026

Turner

EXHIBIT G - STAFF RATES

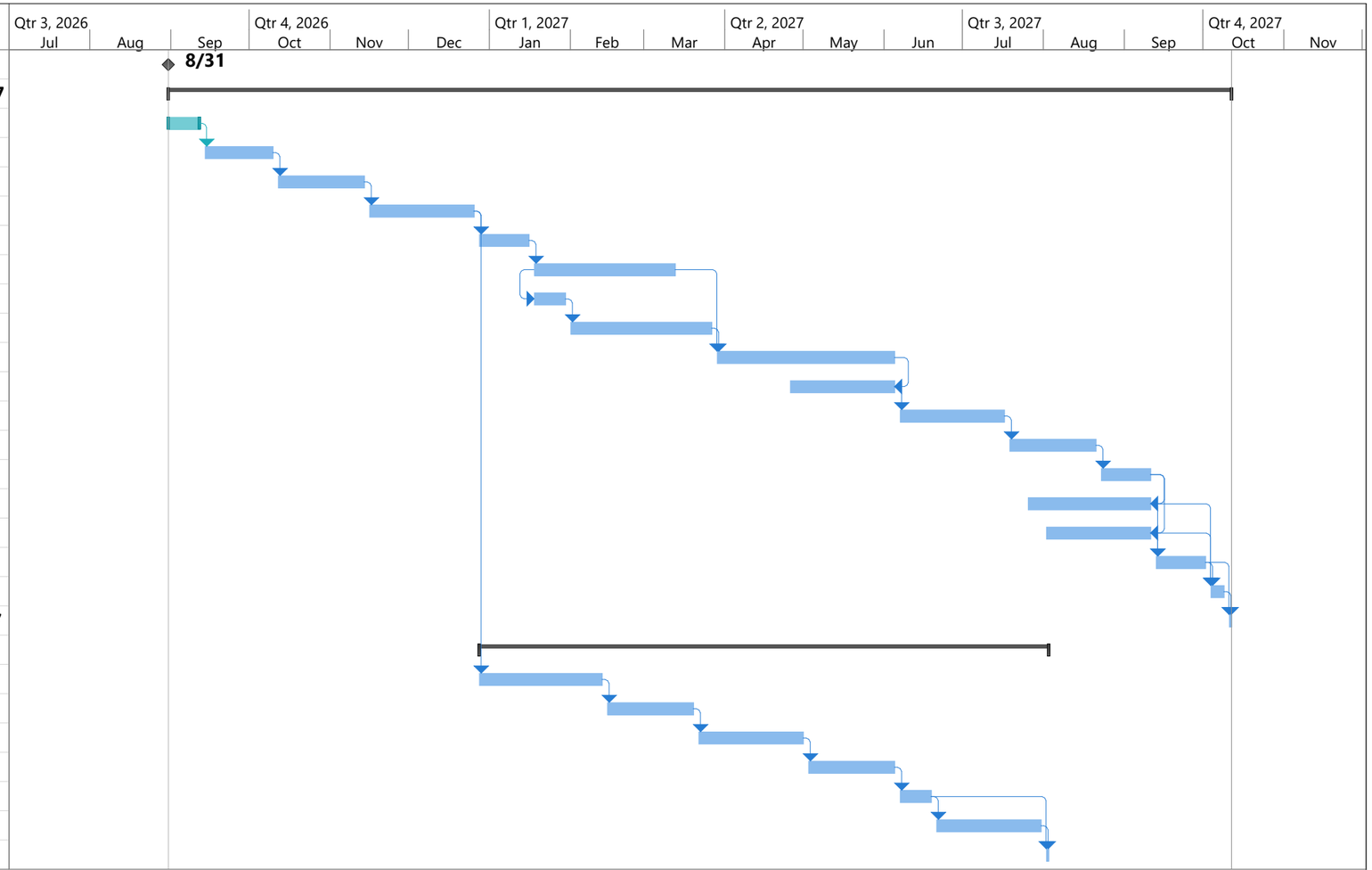
Title	Hourly Rate ($)*
Project Executive	193.00
Project Manager	145.00
Project Superintendent	145.00
Project Engineer	132.00
Assistant Super/Engineer	121.00
Quality Control Manager	157.00
Safety Manager	157.00
Lean Manager	145.00
VDC Manager	145.00
Intern	60.00
Accountant	108.00
Cost Engineer	121.00
Preconstruction Manager	193.00
Estimator	108.00
Purchasing Manager	157.00
Prevailing Wage Coordinator	108.00
Purchasing Agent	108.00
IT Engineer	75.00
Turner Support Services (TSS)	60.00
Clerical Staff	42.00

Title	Hourly Rate ($)*	Overtime	Double Time
**Carpenter Superintendent	118.11	177.17	236.22
**Carpenter Foreman	102.02	153.03	204.04
**Carpenter	97.02	145.53	194.04
**Laborer General Foreman	98.08	147.12	196.16
**Laborer Foreman	76.93	115.40	153.86
**Laborer	68.93	103.40	137.86

*Hourly rates are fixed, non-auditable rates rate which include salaries, benefits, payroll taxes, and all payroll insurances. Rates are valid through 12/31/2027.

**Hourly employees. Overtime and double time rates apply. Rates are effective through 12/31/2026 when new labor rates are negotiated.

ID	Task Name	Duration	Start	Finish
1	Independence Fire Station # 5	0 days	Mon 8/31/26	Mon 8/31/26
2	**Construction (Building)**	**291 days**	**Mon 8/31/26**	**Mon 10/11/27**
3	Mobilization	10 days	Mon 8/31/26	Fri 9/11/26
4	Utility Demo (Make Safe)	20 days	Mon 9/14/26	Fri 10/9/26
5	Building Demo	25 days	Mon 10/12/26	Fri 11/13/26
6	Footings/ Retaining wall	30 days	Mon 11/16/26	Fri 12/25/26
7	Underslab utilities	15 days	Mon 12/28/26	Fri 1/15/27
8	Masonry walls	40 days	Mon 1/18/27	Fri 3/12/27
9	Concrete Slab	10 days	Mon 1/18/27	Fri 1/29/27
10	Exterior & Interior wall framing	40 days	Mon 2/1/27	Fri 3/26/27
11	Cast Stone/ Brick install	50 days	Mon 3/29/27	Fri 6/4/27
12	Roof install	30 days	Mon 4/26/27	Fri 6/4/27
13	MEP Install	30 days	Mon 6/7/27	Fri 7/16/27
14	Drywall install and Finish	25 days	Mon 7/19/27	Fri 8/20/27
15	Paint	15 days	Mon 8/23/27	Fri 9/10/27
16	Finishes	35 days	Mon 7/26/27	Fri 9/10/27
17	Flooring	30 days	Mon 8/2/27	Fri 9/10/27
18	Final Paint	15 days	Mon 9/13/27	Fri 10/1/27
19	Final Clean	5 days	Mon 10/4/27	Fri 10/8/27
20	Substantial Completion	1 day	Mon 10/11/27	Mon 10/11/27
21	**Construction (Site)**	**156 days**	**Mon 12/28/26**	**Mon 8/2/27**
22	Site Retaining wall	35 days	Mon 12/28/26	Fri 2/12/27
23	Site Utilities	25 days	Mon 2/15/27	Fri 3/19/27
24	Site Grading	30 days	Mon 3/22/27	Fri 4/30/27
25	Site curb and concrete	25 days	Mon 5/3/27	Fri 6/4/27
26	Asphalt	10 days	Mon 6/7/27	Fri 6/18/27
27	Landscaping	30 days	Mon 6/21/27	Fri 7/30/27
28	Substantial Completion	1 day	Mon 8/2/27	Mon 8/2/27



Turner Construction Company
1220 Washington St. Suite 100
Kansas City, MO 64105

July 17, 2026

Project Advocates
5821 W. 137th Street
Overland Park, KS 66223

Via: Email

RE: Independence Fire Station #8 & Training Building
Project #250447
Change Order Request No. COR-004

Dear Jennifer Gerlach:

We have finalized gathering all the required quotations for the following extra work**: Training Building Unsuitable Soils Delay.** We have reviewed the proposals from the listed Subcontractors affected by this change and find them fair and reasonable. Please see the attached supporting documentation for a complete breakdown of the work, the following is a summary of these costs:

Item	Subcontractor	Description	Authorizing Party/Document	Amount Proposed
010	George Shaw/FSGC	Micropile Construction/Installation	N/A	$503,161
020	Kruse	DOAS Unit Storage	N/A	$980
030	FDC	Flooring Storage	N/A	$546
040	George Shaw	Structural Concrete Changes (Slab thickness, reinforcing, grade beam)	N/A	$163,907
050	George Shaw	Pad Preparation for new 12” Slab	N/A	$4,500
060	Cannon	PEMB Crew – Additional Mobilization	N/A	$7,260
070	Mark One	Electrical Schedule Extension/Labor Rate Increases	N/A	$91,965
080	PCI	Drywall/Framing Schedule Extension	N/A	$10,767
090		Transfer via Owners Allowance		($475,007)

Direct Work Subtotal:	$308,079.00
General Conditions Subtotal:	$166,590.00
General Requirements Subtotal:	$40,710.00
SDI:	$3,851.00

Turner Construction Company
1220 Washington St. Suite 100
Kansas City, MO 64105

CCIP:	$13,379.00
Builders Risk:	$1,139.00
Bond:	$5,124.00
Construction Contingency:	$17,080.00
Fee:	$13,379.00
Total Change Order #04:	**$569,331.00**

Original Contract Value:	$18,677,690
Pending Change Orders:	$0
Approved Change Orders:	$491,192
Revised Contract Value To Date:	$19,168,882
Change Order Request 004:	**$569,331**
Revised Contract Value Upon Approval:	$19,738,213

Please return one (1) copy of this letter indicating your approval of this Change Order Request which **increases** our contract by **$569,331.00 (FIVE HUNDRED SIXTY NINE THOUSAND, THREE HUNDRED THIRTY ONE DOLLARS AND ZERO CENTS**).

We clarify the following from the work indicated above:

- See attached subcontractor backup for clarifications on pricing breakdown.

Sincerely,

Malik Bieberle
Project Manager
Turner Construction Company

Turner Construction Company
1220 Washington St. Suite 100
Kansas City, MO 64105

Approved By: _____ Date: _____

Jennifer Gerlach – Project Advocates - Partner

Appendix A – Subcontractor Backup

Date: 07/17/26

250447 - IFS #8

Training Building Unsuitable Soils Schedule Delay ≈21 Weeks

SUBCONTRACTOR SCOPE OF WORK				
Item	**Description**	**WBS**	**Trade Partner**	**Sub Cost**
1	Micropile Construction/Installation		George Shaw/FSGC	$ 503,161
2	DOAS Unit Storage		Kruse	$ 980
3	Flooring Storage		FDC	$ 546
4	Structural Concrete Changes (Slab thickness, reinforcing, grade beam)		George Shaw	$ 163,907
5	Pad Preperation for new 12" Slab		George Shaw	$ 4,500
6	PEMB Additional Mobilization		Cannon	$ 7,260
7	Electrical Schedule Extension/Labor Rate Increases		Mark One	$ 91,965
8	Drywall/Framing Schedule Extension		PCI	$ 10,767
9	Funded via Owners Allowance			$ (475,007.00)
			Subtotal:	$ 308,079

GENERAL CONDITIONS MATERIAL				
Item	**Description**	**Duration (mo)**	**Rate**	**Cost**
1	Jobsite Office	5	$ 1,270	$ 6,350.00
2	Scheduling Software - InTakt	5	$ 260	$ 1,300.00
3	Change Order Software - Clearstory	5	$ 260	$ 1,300.00
4	Internet	5	$ 300	$ 1,500.00
5	Technology Fee	1	$ 3,900	$ 3,900.00
6	Procore	1	$ 560	$ 560.00
			Subtotal:	$ 14,910.00

TURNER GENERAL CONDITIONS STAFF				
Item	**Description**	**Hours**	**Rate**	**Cost**
1	Sam Gibbs - Superintendent	840	$ 120	$ 100,800.00
2	Malik Bieberle - Project Manager	0	$ 120	$ -
3	Marissa Plath - Project Engineer	0	$ 90	$ -
4	Christy Turner - Project Executive	84	$ 160	$ 13,440.00
5	Austin Kuhlman - Project Safety	120	$ 130	$ 15,600.00
6	Kellen Kempf - Safety Manager	42	$ 130	$ 5,460.00
7	Sarah Spooner - Accountant	42	$ 90	$ 3,780.00
8	Jessica Larson - Cost Engineer	42	$ 100	$ 4,200.00
9	Amy Kirschenmann - Prevailing Wage Coordinator	168	$ 50	$ 8,400.00
			Subtotal:	$ 151,680.00

TURNER GENERAL REQUIREMENTS LABOR				
Item	**Description**	**Hours**	**Rate**	**Cost**
1	Carpenter Foreman**		$ 97.50	$ -
2	Carpenter**		$ 92.50	$ -
3	Laborer General Foreman**		$ 77.00	$ -
4	Laborer Foreman**		$ 72.00	$ -
5	Laborer**		$ 67.00	$ -
	** Above rates subject to change April 1, 2027		**Subtotal:**	$ -

TURNER GENERAL REQUIREMENTS MATERIALS				
Item	**Description**	**Duration**	**Rate**	**Cost**
1	Jobsite Fencing	1	$ 2,500	$ 2,500.00
2	Dumpsters	0	$ 1,500	$ -
3	Equipment Rental	3	$ 3,500	$ 10,500.00
4	Mobile Medical Coverage	5	$ 1,500	$ 7,500.00
5	Temporary Toilets	5	$ 4,042	$ 20,210.00
			Subtotal:	$ 40,710.00

Subtotal of Direct Costs, Insurances, and Fee				
1	Subtotal of Direct Costs			$ 308,079
2	Subtotal of General Conditions Material			$ 14,910
3	Subtotal of General Conditions Staff			$ 151,680
4	Subtotal of General Requirements Material			$ 40,710
5	SDI		1.25%	$ 3,851
6	GL & Work Comp (CCIP)		2.35%	$ 13,379
7	Builder's Risk		0.20%	$ 1,139
8	Bond		0.90%	$ 5,124
9	Construction Contingency		3.00%	$ 17,080
10	Fee		2.35%	$ 13,379
			Total Proposal Request:	$ 569,331

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to authorize the City Manager to accept a Special Warranty Deed for real property located at 15707 East U.S. 24 Highway, Independence, Missouri.

Recommendations:
Council approval is recommended.

Background:
The City sold this property to a developer in 2020. The property was not developed as required by the purchase agreement, so ownership of the property is reverting to the City.

Emergency Justification:

Fiscal Impact:
None

Council Action:

Department / Contact Legal /

REVIEWERS
Jeremy Cover
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Special Warranty Deed DFT signed
2. COI Signature Page, 7-23-26

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

TITLE OF DOCUMENT:	**Special Warranty Deed**
DATE OF DOCUMENT:	**May , 2026**
GRANTOR(S):	**Ramos Properties, LLC**
GRANTEE(S):	**City of Independence, Missouri**
STATUTORY ADDRESS:	**15707 E. US 24 Hwy** **Independence, MO 64050**
LEGAL DESCRIPTION:	**HIGHWAY 24 AT MAYES ROAD ADDITION, LOTS 1-4 & TRACT-I OF LEXINGTON ROAD ACRES, in the City of Independence, Jackson County, Missouri.** **And** **LEXINGTON ROAD ACRES, PT TR 3 DAF: BEG SW COR TR TH N 232' THE 67' TH S 232' TH W, 67' TO POB in the City of Independence, Jackson County, Missouri.**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (Deed), made on this ____ day of May, 2026, by and between RAMOS PROPERTIES LLC, a former Missouri Limited Liability Company which was terminated on April 30, 2026 by the Missouri Secretary of State but pursuant to Chapter 347 of the Revised Missouri Statutes is authorized to transfer property of the limited liability company as part of winding up the business (Grantor), having a mailing address of 14200 E 32nd Street South Unit 1596, Independence, Missouri 64055, and, THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city organized and existing under the laws of the State of Missouri, (Grantee), having a mailing address of 20201 East Jackson Drive, Independence, Missouri 64057.

WITNESSETH, THAT THE GRANTOR, in consideration of the Grantee's dismissal of petition in 2616-CV02471 and release of the lis pendens filed on March 27, 2026 in document number 2026E0022173 and other good and valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does hereby GRANT, BARGAIN and SELL, convey and confirm, to the Grantee, and the Grantee's successors and assigns, the lots, tracts or parcels of land lying, being and situate in the County of Jackson and the State of Missouri, described on Exhibit "A" attached to this Deed and incorporated herein (Property).

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto the Grantee and unto the Grantee's successors and assigns forever; the Grantor hereby covenants that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that the Grantor will warrant and defend the title to said premises unto the Grantee and the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under the Grantor, but none other, and except as herein provided or shown subject to above.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Special Warranty Deed as of the day and year above written.

(Remainder of page intentionally left blank)

GRANTOR: RAMOS PROPERTIES, LLC
a terminated Missouri Limited Liability Company
and authorized to transfer LLC property for the wind
up of business pursuant to Chapter 347, Revised
Statutes of Missouri by the only managing members,
Ezequiel Ramos and Karla Ramos.

By: E. R
Ezequiel Ramos
Managing Member of Ramos Properties, LLC

ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.
COUNTY OF Florence)

On this 7th day of May, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EZEQUIEL RAMOS, to me personally known, who, being by me duly sworn did say that he is an authorized officer of RAMOS PROPERTIES, LLC, a terminated Missouri Limited Liability Company and authorized to transfer Ramos Properties, LLC property for the wind up of business pursuant to Chapter 347, Revised Statutes of Missouri, and acknowledged the foregoing instrument to be the free act and deed of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said State, the day and year last above written.



{Notarial Seal / Stamp}:

Jennifer Dauphin
(Signature of Notary Public)

Jennifer Dauphin
Printed Name of Notary Public

My Commission Expires:
10/08/2029

By: _____
Karla Ramos
Managing Member of Ramos Properties, LLC

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 7th day of May, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KARLA RAMOS, to me personally known, who, being by me duly sworn did say that she is an authorized officer of RAMOS PROPERTIES, LLC, a terminated Missouri Limited Liability Company and authorized to transfer Ramos Properties, LLC property for the wind up of business pursuant to Chapter 347, Revised Statutes of Missouri, and acknowledged the foregoing instrument to be the free act and deed of said corporation, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said State, the day and year last above written.

HEATHER HUBBARD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 4, 2029
JACKSON COUNTY
COMMISSION #13499122

_____
(Signature of Notary Public)

{Notarial Seal / Stamp}:

Heather Hubbard
Printed Name of Notary Public

My Commission Expires:

July 4 2029

Exhibit A

to

Special Warranty Deed

Legal Description of the Property

HIGHWAY 24 AT MAYES ROAD ADDITION, LOTS 1-4 & TRACT-I OF LEXINGTON ROAD ACRES, in the City of Independence, Jackson County, Missouri.

And

LEXINGTON ROAD ACRES, PT TR 3 DAF: BEG SW COR TR TH N 232' THE 67' TH S 232' TH W, 67' TO POB in the City of Independence, Jackson County, Missouri.

GRANTEE:
CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

[SEAL]

ATTEST:

_____
Susanne Holland, City Clerk

ACKNOWLEDGMENT OF SPECIAL WARRANTY DEED

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TROY ANDERSON and SUSANNE HOLLAND, to me personally known, who, being by me duly sworn did say that they are the City Manager and City Clerk of the CITY OF INDEPENDENCE, MISSOURI, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged the foregoing instrument to be the free act and deed of said city, and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said State, the day and year last above written.

_____
(Signature of Notary Public)

{Notarial Seal / Stamp}:

_____
Printed Name of Notary Public

My Commission Expires:

_____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to SHEDIGS IT, LLC for an amount not to exceed $527,303, and to authorize change orders of up to ten percent (10%) of the authorized amount to complete emergency stormwater and sanitary repairs at various locations throughout the City as part of the Emergency Stormwater Project (No. 131802) and the Lateral Reroute and Replacement Program (No. 302604).

Recommendations:

Council approval is recommended.

Background:

Three bids were received in response to ITB #26023. SHEDIGS IT, LLC was determined to be the the lowest, most responsive bidder. Seven locations throughout the City have been identified for emergency repairs. These site locations and the price quoted for repairs are as follows:

Site Location	Cost Estimate
Redwood Culvert Repair	$109,291
Phelps Invert Repair	$106,000
Bundschu Headwall Repair	$ 54,962
Willis Channel Repair	$111,150
43rd Street Invert Repair	$ 55,250
2020 Berry Lane Sanitary Sewer Improvements	$ 40,650
Reconnection & Modification of Existing Facilities	$ 50,000
Total Cost:	$527,303

The breakdown of the funding sources is as follows:

- Sanitary Sewer: $50,650 (Project No. 131802)
- Stormwater: $476,653 (Project No. 302604)

SHEDIGS IT, LLC has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for approval.

Pricing for this bid is based on a cooperative contract (No. 2023-045) with Johnson County, KS. Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used,

they will first have been established pursuant to generally accepted governmental purchasing practices.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $580,033.30, including a ten percent (10%) contingency. Funding for the Emergency Stormwater Project (No. 131802) is included in the Fiscal Year 2026-2027 budget, on page 203, in account 131802-C-0587058-5406. Funding for the Lateral Reroute and Replacement Program (No. 302604) is included in the Fiscal Year 2026-2027 adopted budget, on page 202, in account 302604-C-0317031-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. 2026 Emergency Stormwater and Sanitary Repairs Bid Tab
2. Project locations and descriptions - 2026 Emergency SW & SS
3. 2023-045 On_Call Infrastructure Repairs Final Contract Renewal No. 2 - (SheDigsIt)

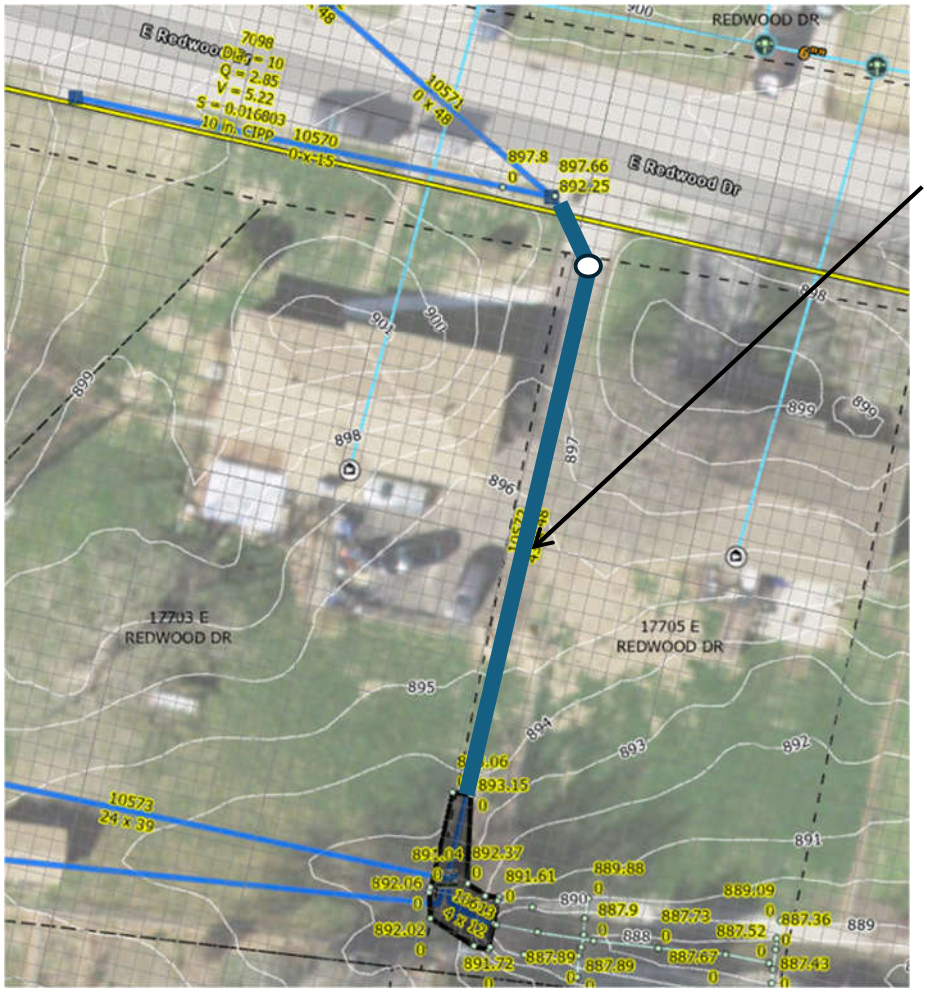
BID TABULATION

2026 Emergency Projects

Item No.	Site Location	Bidders		
		SDI	Wiedenmann	T.C. Fuller
1	Site 1 - Redwood Culvert Repair	$109,291.00	$119,970.00	$180,250.00
2	Site 2 - Phelps Invert Repair	$106,000.00	$112,125.00	$73,130.00
3	Site 3 - Bundschu Headwall Repair	$54,962.00	$69,860.00	$414,575.00
4	Site 5 - Willis Channel Repair	$111,150.00	$182,467.00	$257,500.00
5	Site 6 - 43rd Street Invert Repair	$55,250.00	$78,491.00	$62,830.00
6	Site 9 - 2820 Berry Lane Sanitary Sewer Improvements	$40,650.00	$76,669.00	$206,000.00
7	Reconnection & Modification of Existing Facilities	$50,000.00	$50,000.00	$50,000.00
	TOTAL	$527,303.00	$689,582.00	$1,244,285.00

Site 1 - REDWOOD RCB REPAIR

Existing 48” x 43” reinforced concrete box culvert’s lid is structurally failing. Work will consist of excavating to the top of the box, removing the lid, and replacing with a reinforced top slab per MoDOT standard design. Backfill and compact with aggregate and replaced entire driveway with concrete per City standards. Extent of the lid replacement is shown below. A cast access manhole will be placed at the bend.



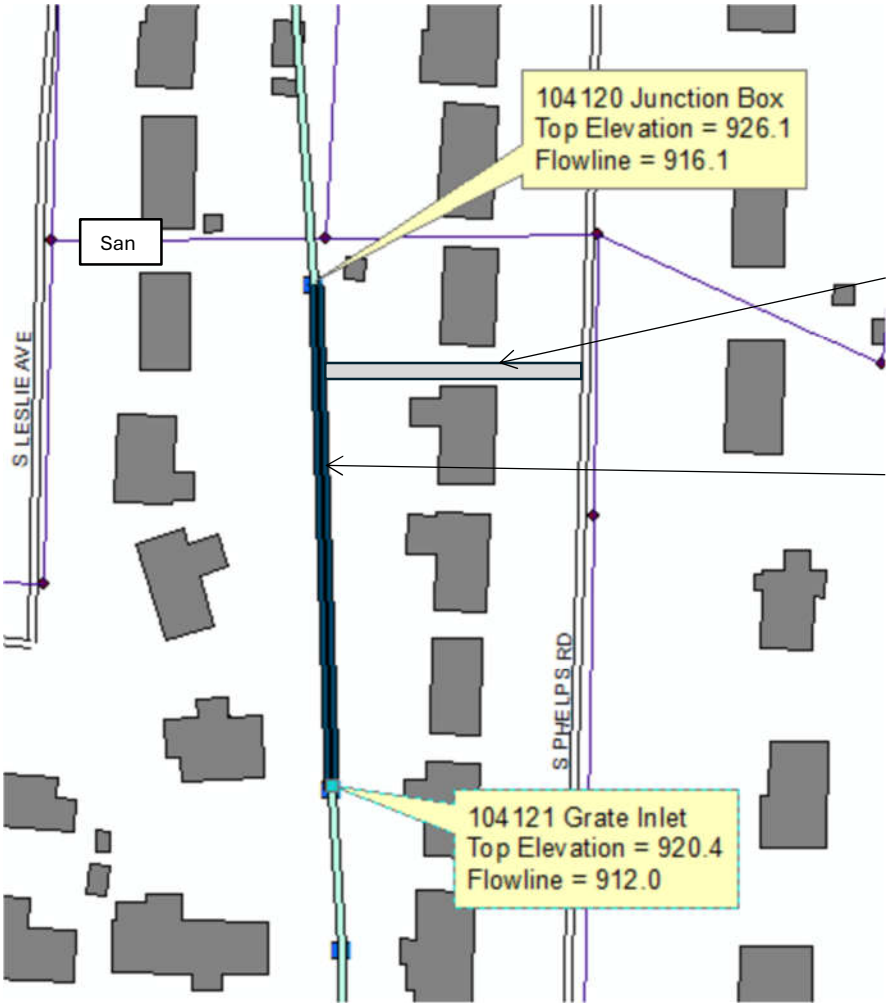
Location of RCB lid failure to be replaced

Existing easement with City acquiring right of entry for additional space. Work shall include installation and startup of sod for any grassed areas disturbed by the work. Contractor shall be responsible for all required traffic and sediment control, permits, street repairs, and cleanup.

SDI bid… $109,291.00

Site #2 - 3528 S. PHELPS ROAD INVERT REPAIR

The existing pipe system is a 85”x70” corrugated metal pipe with corrosion along the flowline. Project consist of inspecting, cleaning, and installing 265’ of concrete invert.



3528 S Phelps Rd Access Through Driveway

Existing 85’ x 70” Corrugated Metal Pipe. Install 265’ of Concrete Invert per APWA standard

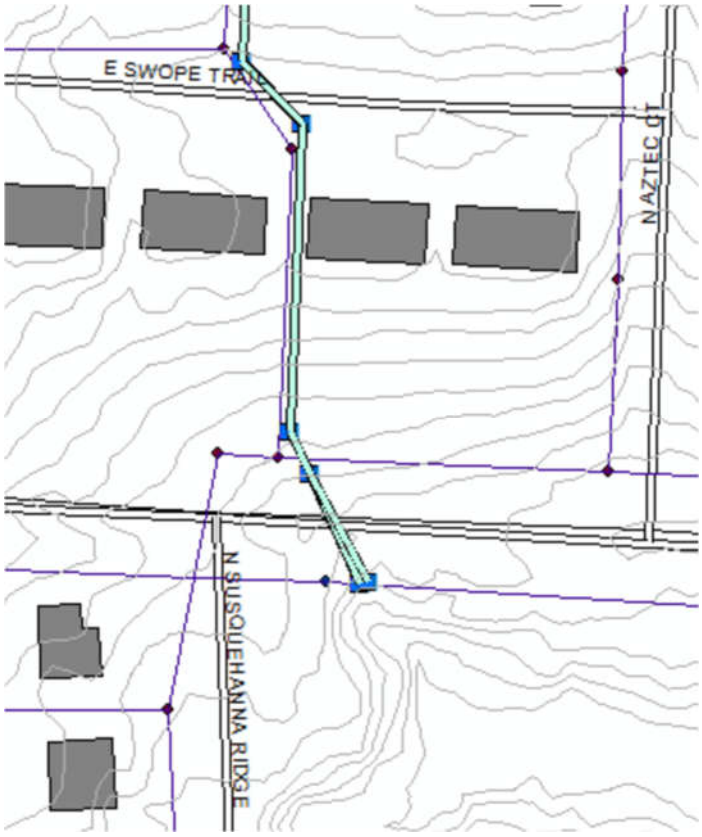
There is an existing easement for the pipe, but a right of entry will be acquired by the City based upon the contractor’s preferred access location. Contractor shall be responsible for all restoration including sodding and driveway repairs.

SDI bid… $106,000.00

Site 3 - 19200 BUNDSCHU ROAD CULVERT HEADWALL

This project will repair the headwall of an existing road culvert located under Bundschu Road and between Susquehanna Ridge and Aztec Court.

The upstream headwall has a vertical crack above the RCB and it leans outward approximately 8” from top to bottom. The existing headwall appears to be about 8” thick and 25’ long centered over the RCB. The vertical crack appears to be all the way through the wall thickness and runs the full height of the headwall. Currently wood temporary shoring is supporting the headwall from more serious failure and potential collapse. It appears most, if not all, of the underground utilities cross the RCB near the downstream end.



Repair the interior deterioration, excavate behind the headwall, push it horizontally, install helical anchors into the backfill on a horizontal steel channel, inject the crack in the headwall and backfill the excavation. Traffic control with possible road closure is required to be performed by the contractor.

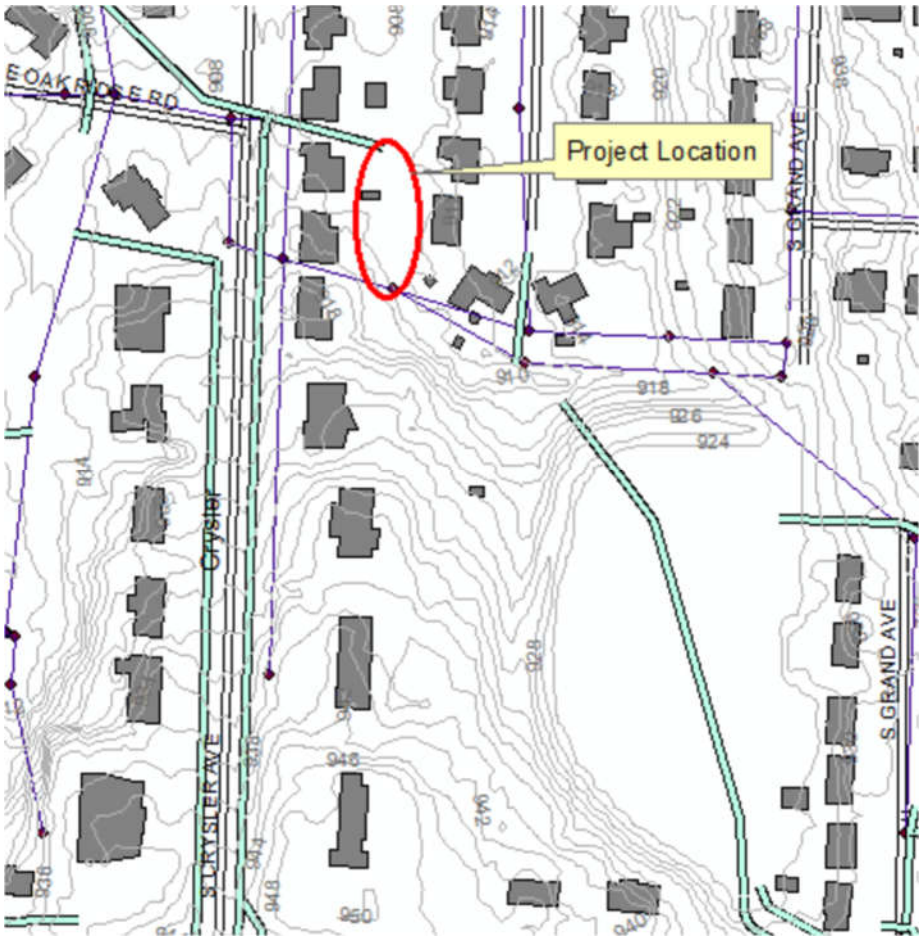


Keystone KC, LLC has performed the engineering and can perform the work as a subcontractor to the GC bidder.

SDI bid… $54,962.00

Site 4 – 33RD AND WILLIS CHANNEL RESTORATION

Work at this location includes the removal and disposal of a failed rock gabion walled channel. Fill and grade existing channel and construct a reinforced concrete trapezoidal channel.

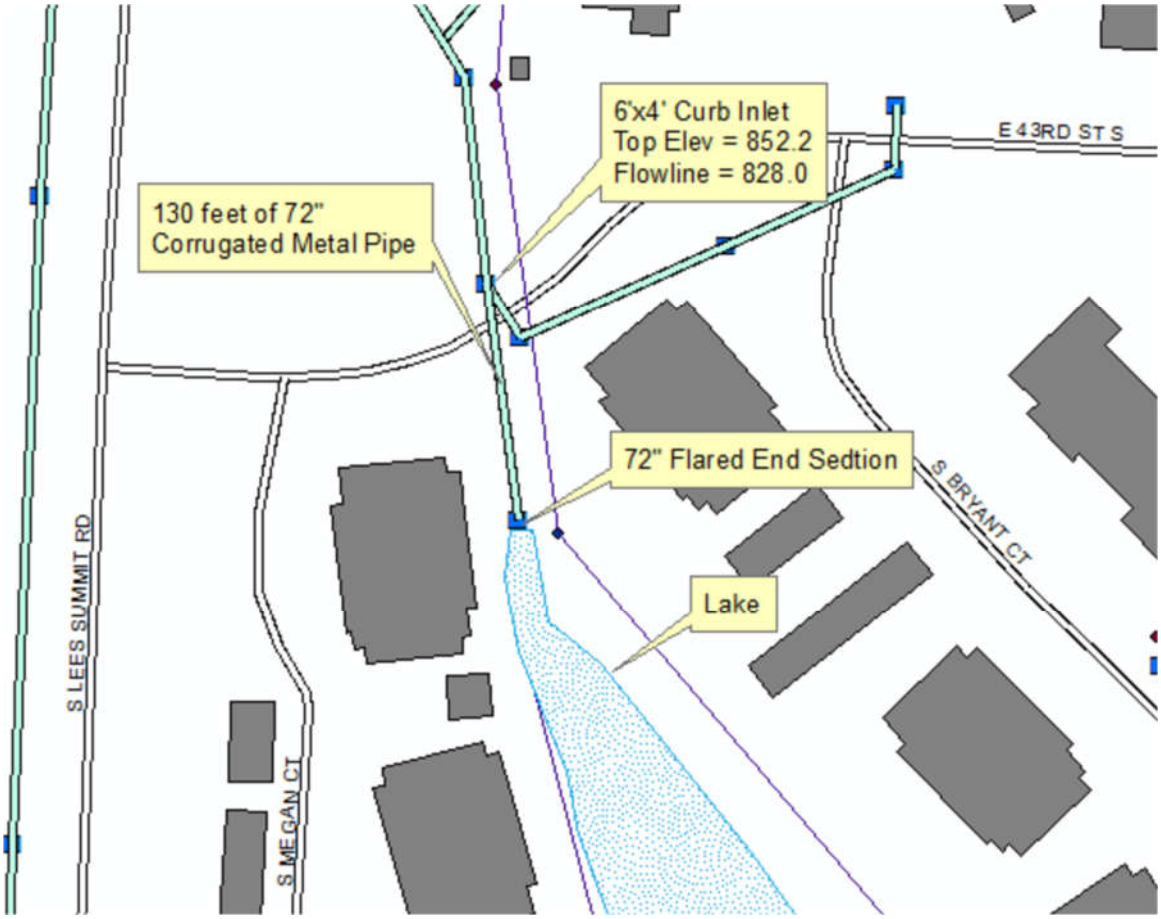


Contractor shall be responsible for all site restoration including concrete driveways, finish grading, sod, and street repair. Traffic control shall be in accordance with City Standards and the Right of Way Permit. City is currently acquiring easements.

SDI bid… $111,150.00

Site 5 – 43rd STREET CULVERT INVERT REPAIR

The existing pipe system is a 72” corrugated metal pipe with corrosion along the flowline. Project consist of inspecting, cleaning, and installing 130’ of concrete invert.

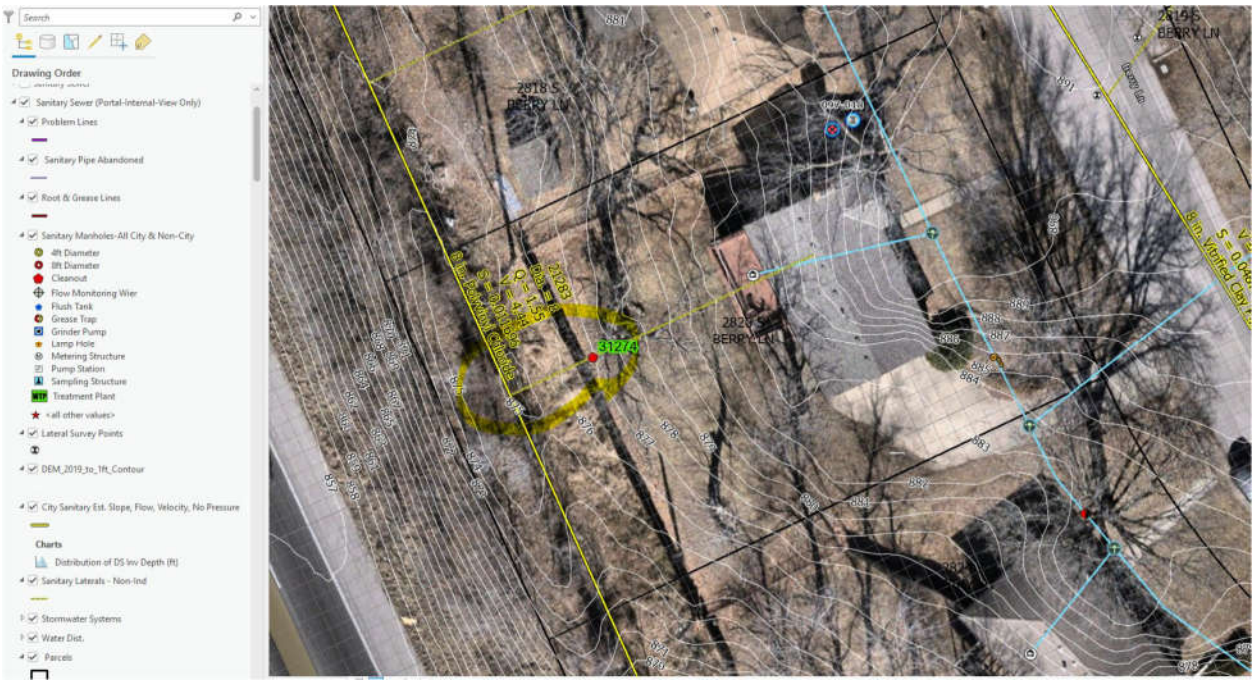


All work should be within existing City ROW. City is working with property owners to lower lake level.

SDI bid… $55,250.00

Site 6 – 2820 BERRY LANE SANITARY SEWER IMPROVEMENTS

Work at this project location includes the repair/replacement of one 4” sanitary service lateral to an existing 8” PVC sanitary sewer main. If pipe is abandoned in place it shall be flowable filled. Contractor is required to coordinate with homeowners regarding access to structures and prior to excavation. Plan view above is not survey-grade.



SDI bid… $40,650.00

JOHNSON COUNTY KANSAS
111 S. Cherry, Suite 2400
Olathe, Kansas 66061
Ph: 913-715-0525

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Contract Renewal No. 2

   Effective Date: 1/01/2026

2. Contract No.: 2023-045

   Effective Date: 1/01/2024

3. Purchasing Administrator: Nicole Averell

   Telephone Number: 913.715.0595

   E-Mail: nicole.averell@jocogov.org

4. Issued By:
   Johnson County, Kansas
   Financial Management and Administration,
   Purchasing Division
   County Administration Building
   111 South Cherry Street, Suite 2400
   Olathe, KS 66061-3486
   913-715-0525

5. Contractor-Name and address:

   SheDigsIt, L.L.C.
   Sheri Gerstner
   600 SE Central Drive
   Blue Springs, MO 64014
   shedigsit@yahoo.com

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the written modification. A final copy will be available when all signatures are obtained and should be attached to the original contract.

7. DESCRIPTION OF MODIFICATION:

Pursuant to Paragraph 8.15 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/01/2026 and ending on 12/31/2026 (Renewal No. 2 of 4). The parties agree that all other terms and conditions of the Contract shall remain in full force and effect.

Billing Rates & Percentage Markups for this renewal term are attached for reference.

8. Contractor's Signature

Cheryl Gerstner
Cheryl Gerstner (11/21/2025 09:29:04 CST)

Name

Operating Manager

Title

11/21/2025

Date

9. Johnson County, Kansas

By:

Robin Lynch (11/24/2025 09:51:14 CST)

Purchasing Manager

This day 11/24/2025

10. Distribution:

Original - Bid File
Copies - Departments as applicable

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS			
Form 6 Cost Proposal Labor & Markups	**BILLING RATE ($/Hr)[1]** **Initial Contract Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)**		
Table 6-1 Labor Billing Rates **Management, Supervision, Engineering:**	**Regular**	**Overtime[2]**	**Premium[3]**
Project Manager/Project Engineer	$ 98.00	$ 118.00	$ 155.00
Project Supervisor/Superintendent	$ 87.00	$ 99.00	$ 120.00
Foreman	$ 72.00	$ 93.00	$ 116.00
Documents Coordinator	$ 32.00		
Restoration/Landscape Project Manager / Project Engineer	$ 70.00	$ 105.00	$ 140.00
Restoration/Landscape Project Supervisor/Superintendent	$ 70.00	$ 105.00	$ 140.00
Restoration/Landscap Foreman	$ 70.00	$ 105.00	$ 140.00
Construction Trades:			
Equipment Operator	$ 70.00	$ 90.00	$ 117.00
Apprentice	N/A	N/A	N/A
Laborer	$ 60.00	$ 81.00	$ 102.00
Truck Driver/Hauler/Teamster	$ 64.00	$ 86.00	$ 110.00
Restoration/Landscape Laborer	$ 60.00	$ 90.00	$ 120.00

[1]Refer to RFP General Requirements, Measurement and Payment for what is included in the Billing Rates

[2]Defined as hours in excess of regular daily or weekly work hours - not reimbursable unless negotiated in advance with JCW

[3]Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS	
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS	
Contract Markups: **Table 6-2 - Overhead & Profit[1]**	**Initial Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)**
Subtotal 1: Less than $100,000	22%
Subtotal 1: $100,001 - $500,000	20%
Subtotal 1: $500,001+	18%
Table 6-3 - General Contractor Markup on Subcontractor Work[2]	
Line F:	10%
Table 6-4 - Bonds & Insurance[3]	
Subtotal 4: Less than $100,000	3.0%
Subtotal 4: $100,001 - $500,000	2.0%
Subtotal 4: $500,001+	2.0%
Table 6-5 - Johnson County Purchasing Card Charges[4]	
Decimal Percent Charge for Use of P-Card	N/A

[1]Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs to perform the work. This does not include markups on subcontractor or preferred subcontractor work.

[2]Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

[3]Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

[4]For small expenditures (generally under $10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS							
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS							
Form 7 - Equipment	**BILLING RATE[1]**						
	Initial Contract Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)						
Table 7-1 Contractor's Equipment Billing Rates							
EQUIPMENT TYPE AND SIZE	**Mobilization Charge**	**Hourly Active**	**Daily Active**	**Weekly Active**	**Weekly Standby**	**Monthly Active**	**Monthly Standby**
Large Excavator (greater than 45,000 lbs)	$ 750.00	$ 94.00	$ 752.00	$ 3,760.00	$ 1,880.00	$ 15,040.00	$ 7,520.00
Medium-Sized Excavator (20,000 lbs to 45,000 lbs)	$ 600.00	$ 68.00	$ 544.00	$ 2,720.00	$ 1,360.00	$ 10,880.00	$ 5,440.00
Small Excavator (20,000 lbs or less)	$ 500.00	$ 42.00	$ 336.00	$ 1,680.00	$ 840.00	$ 6,720.00	$ 3,360.00
Lull/Telehandler/Shooting Boom Forklift (8,000 lbs to 9,000 lbs)	$ 500.00	$ 60.00	$ 480.00	$ 2,400.00	$ 1,200.00	$ 9,600.00	$ 4,800.00
Skid Loader (bobcat)	$ 200.00	$ 50.00	$ 400.00	$ 2,000.00	$ 1,000.00	$ 8,000.00	$ 4,000.00
Dump Truck (Tandem Axle)	$ 100.00	$ 28.00	$ 224.00	$ 1,120.00	$ 560.00	$ 2,240.00	$ 1,120.00
Track Loader	$ 750.00	$ 97.00	$ 776.00	$ 3,880.00	$ 1,940.00	$ 15,520.00	$ 7,760.00
Rubber Tire Backhoe	$ 300.00	$ 44.00	$ 352.00	$ 1,760.00	$ 880.00	$ 7,040.00	$ 3,520.00
Wheel Loader	$ 300.00	$ 44.00	$ 352.00	$ 1,760.00	$ 880.00	$ 7,040.00	$ 3,520.00
Pump with Generator	N/A	$ 40.00	$ 320.00	$ 1,600.00	$ 800.00	$ 6,400.00	$ 3,200.00
Pickup with Tools	N/A	$ 12.00	$ 96.00	$ 480.00	$ 240.00	$ 1,920.00	$ 960.00
Truck (2 ton or equal)	N/A	$ 32.00	$ 256.00	$ 1,280.00	$ 640.00	$ 5,120.00	$ 2,560.00
Trailer	N/A	$ 9.00	$ 72.00	$ 360.00	$ 180.00	$ 1,440.00	$ 720.00
Air Compressor and Jackhammer	N/A	$ 30.00	$ 240.00	$ 1,200.00	$ 600.00	$ 4,800.00	$ 2,400.00
Trench Shoring	N/A	$ 20.00	$ 160.00	$ 800.00	$ 400.00	$ 3,200.00	$ 1,600.00

[1]Refer to RFP General Requirements, Section 4 - B.3 - Measurement and Payment, for a list of all that is included in Contractor Equipment Rates.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Table 8-1 - Call Out Fee Cost Structure Rates **Callout Timeframe**	**Call Out Fee** **Initial Term (2024), Renewal No. 1 (2025) & Renewal No, 2 (2026)**	
Called out during a normal work shift, immediate response[1]	$	400.00
Called out after normal work shift[2]	$	750.00
Called out during the weekend[3]	$	1,000.00
Call out during a Holiday[4]	$	1,500.00

[1]Contractor normal work shift is defined as Monday, Tuesday, Wednesday, Thursday, Friday from 8:00 am – 5:00 pm. This fee only applies if Contractor work crew is required to pull off an active job during a normal work shift to respond and mobilize to an unplanned or emergency project. A notification during Contractor's normal workday that can be scheduled to fit into the Contractor's work schedule will be billed under the standard Time & Material rates and no Call-Out fee will be applied.

[2]This fee applies when Contractor is required to respond and mobilize to a new unplanned project site after the workday is over, or immediately after the shift ends, or on a non-workday.

[3]This fee applies when Contractor is required to respond and mobilize outside of the normal work week (Friday after 5:00 pm through Monday at 8:00 am)

[4]This fee applies when Contractor is required to respond and mobilize

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve expenses to Blue Springs Winwater in the amount of $340,000 and authorizing change orders of up to ten percent (10%) of the authorized amount, for inventory purchases to support the Sanitary Collection Maintenance Division and the Stormwater Maintenance Division of the Municipal Services Department.

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to issue a purchase order in the amount of $340,000 to Blue Springs Winwater for materials necessary to maintain the City's sanitary and stormwater infrastructure. This includes manhole frames and lids, riser rings, and various other structures.

The cost breakdown for this purchase order is $200,000 for Sanitary Sewer (fund 030) and $140,000 for Stormwater (fund 013).

The pricing of these purchases is based on a City of Lee's Summit, Missouri cooperative contract (No. 2022-024-1/4R). Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5 of the Independence City Code, which states that when cooperative bids or contracts are used, they will have been established pursuant to generally accepted governmental practices and the competitive bidding process.

These are budgeted operational funds.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $374,000, including contingency. Funding for these expenses is included in the Fiscal Year 2026-2027 budget, on page 201, in accounts 0305230-5314 (Sanitary Fund) and 0135262-5312 (Stormwater Fund).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2022-024-1-4R FINAL Contract Document-amended

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

DATE: February 23, 2026

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Water Operations Material

Bid#: 2022-024
Contract#: 2022-024-1/4R

Vendor Name & Address	Blue Springs WinWater 808 SE Sunnyside School Road Blue Springs, MO 64014
Phone & Fax	816-224-5700
Contact Person	Jerry Parks
Ordering Instructions	○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. ○ Requisition must include each item as a separate line item. ○ Invoices will be paid against Lawson System Receiver and Purchase Order. ○ Reference Contract Number in the comments section of the requisition as well as comments to print on the purchase order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	March 17, 2026 through March 16, 2027

cc: Bid File- Original memo
Intranet

LEE'S SUMMIT
MISSOURI

NOTICE OF RENEWAL

December 4, 2025

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/4R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2026 through March 16, 2027. This is the final renewal term.

Should any changes to the current pricing need proposed, the Vendor should contact the Procurement Officer within thirty (30) business days of this notification and will be required to provide justification and all details surrounding the request. Otherwise, the current contract shall auto renew exactly as written.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

LEE'S SUMMIT
MISSOURI

NOTICE OF RENEWAL

December 30, 2025

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/3R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2025 through March 16, 2026. The City may at its option, renew the agreement for up to one (1) additional one (1) year term.

Should any changes to the current pricing need proposed, the Vendor should contact the Procurement Officer within thirty (30) business days of this notification and will be required to provide justification and all details surrounding the request. Otherwise, the current contract shall auto renew exactly as written.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

LEE'S SUMMIT
MISSOURI

NOTICE OF RENEWAL

January 18, 2024

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/2R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2024 through March 16, 2025. The City may at its option, renew the agreement for up to two (2) additional one (1) year terms.

Should any changes to the current pricing need proposed, the Vendor should contact the Procurement Officer within thirty (30) business days of this notification and will be required to provide justification and all details surrounding the request. Otherwise, the current contract shall auto renew exactly as written.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

LEE'S SUMMIT
MISSOURI

NOTICE OF RENEWAL

January 23, 2023

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/1R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2023 through March 16, 2024. The City may at its option, renew the agreement for up to three (3) additional one (1) year terms.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

LEE'S SUMMIT
MISSOURI

NOTICE TO PROCEED

March 30, 2022

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

Re: Award of Yearly Contract for Water Operations Material
Contract Number: 2022-024-1

Dear Mr. Parks:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be March 17, 2022 through March 16, 2023 with four (4) possible one (1) year renewal terms. A copy of the contract document is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	2022-024
Solicitation Title:	Water Operations Material
Release Date:	October 13, 2021
Final Date and time for Inquiries:	October 21, 2021 at Noon Local Time
Bid Deadline:	November 3, 2021 at 3:00 PM Local Time
Procurement Officer:	DeeDee Tschirhart | 816-969-1087 | deedee.tschirhart@cityofls.net

In accordance with the City of Lee's Summit Procurement Policy, competitive sealed Bids for the specified items herein will be received until the date and time referenced above (the "Bid Deadline). Bids may be submitted electronically via www.PublicPurchase.com per the instructions contained within the Bid. Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City staff prior to the Bid Deadline. Late Bids shall not be considered.

* The City of Lee's Summit reserves the right to amend the solicitation schedule as necessary.

OFFER

The undersigned (the "Bidder") offers this Bid as an offer to contract with the City under the terms and conditions set forth below, and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by all the terms and conditions set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (collectively the "Contract Documents").

By submission of this Offer, Bidder understands the City may award the contract by line item, groups of line items, or multiple award, whichever is deemed most advantageous to the City, pursuant to Section 2.16 "Award of Contract" set forth below.

Missouri Charter No: F00480850

Federal EIN: 43-1881944

Blue Springs Winwater
Bidder's Full Legal Name

Bidder's d/b/a (if applicable)

808 SE Sunnyside school Rd
Address

Blue Springs Mo 64014
City State Zip Code

For Clarification of this Bid contact:

Name: Jerry Parks

Telephone: 816-224-5700

Email: JLParks@Winwaterworks.com

Signature of Person Authorized to Bind Bidder

Jerry Parks
Printed Name

Sales
Title

ACCEPTANCE OF OFFER (FOR CITY OF LEE'S SUMMIT USE ONLY)

Effective Date: March 17, 2022

Contract No. 2022-024

CITY OF LEE'S SUMMIT, Missouri a municipal corporation

3/30/22

Stephen A. Arbo, City Manager Date

ATTEST:

Office of City Clerk

APPROVED AS TO FORM:

City Attorneys' Office

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1. "**Bid**" or "**Offer**" means a responsive bid or quotation submitted by a Bidder in response to this IFB.

1.2. "**Bid Deadline**" means the date and time set forth on the cover of this IFB for the Procurement Officer to be in actual possession of the sealed Bids.

1.3. "**Bid Opening**" means the date and time set forth on the cover of this IFB for opening of sealed Bids.

1.4. "**Bidder**" means any person or firm submitting a Bid in response to this IFB.

1.5. "**City**" means the City of Lee's Summit, Missouri, a municipal corporation. For purposes of solicitations by the Parks and Recreation Department, the term "City" may be substituted with "LSPR" per Section 2.2 of the City of Lee's Summit Procurement Policy.

1.6. "**City Manager**" means the City Manager of the City or his/her authorized designee. For purposes of solicitations by the Parks and Recreation Department, the term "City Manager" may be substituted with "Parks Administrator" per Section 2.2 of the City of Lee's Summit Procurement Policy.

1.7. "**City Representative**" or "**Project Manager**" means a City employee who has been designated to act as a contact person to the Procurement Officer, and who is responsible for (i) monitoring and overseeing the Vendor's performance under the Contract and (ii) providing information regarding details pertaining to the Contract.

1.8. "**Confidential Information**" means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.9. "**Contract" or "Contract Documents"** means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed and/or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor's Certificates of Insurance, endorsements, and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications, or other documents attached, appended, or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.10. "**Day(s)**" means calendar day(s) unless otherwise specified.

1.11. "**Invitation for Bids**" or "**IFB**" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City's Procurement Policy.

1.12. "**Materials**" means any personal property, including equipment, materials, replacements, and supplies provided by the Vendor in conjunction with the Contract.

1.13. "**Multiple Award**" means an award of an indefinite quantity contract for one or more similar products, commodities, or Services to more than one Bidder.

1.14. "**Price**" means the total expenditure for a defined quantity of a commodity or service.

1.15. "**Procurement Officer**" means the City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Vendors relating to their Invitation for Bids.

1.16. "**Procurement Policy**" means the City Procurement Policy, as amended from time to time.

1.17. "**Public Purchase**" means the City's procurement website, www.publicpurchase.com/.

1.18. "**Services**" means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract.

1.19. "**Specification**" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply, or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.20. "**Subcontractor**" means both (i) those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and (ii) those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.21. "**Substitutions**" means Vendor's proposed changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1.22. "**Substitutions for Cause**" means changes proposed by Vendor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.23. "**Substitutions for Convenience**" means changes proposed by Vendor or City that are not required in order to meet other Project requirements, but which may offer advantage to Vendor or City.

1.24. "**Unit Price**" means the unit cost of a defined unit of measure of a commodity or service.

1.25. "**Vendor**" means the individual, partnership, corporation, or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials and/or Services by the City.

ARTICLE II – BID PROCESS; BID AWARD

2.1. **Scope of Work**. This IFB is to secure a qualified Vendor(s) to provide the City with Water Operations Material (the "Materials") as more particularly described in the Specifications/Price Sheet, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications/Price Sheet.

a. **Contract Amounts**. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the City's needs. The City does not guarantee any minimum or maximum amount of purchases will be requested by the City pursuant to a Contract. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Contract, the Vendor shall provide the specific Materials to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written contract describing the Materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Contract and (ii) be attached hereto as Exhibit F and incorporated herein by reference. A Materials Order submitted without referencing this Contract will be subject to rejection.

b. **Unauthorized Provisions**. Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of the Contract, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.2. **Amendment of IFB**. No alteration may be made to this IFB or the resultant Contract withoutthe express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Policy. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.

2.3. **Preparation/Submission of Bid**. Bidders are invited to participate in the competitive bidding process for the Materials specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

a. **Non-responsive or Non-responsible Bids**. The City will consider as "non- responsive" or "non-responsible" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive or non-responsible at any time during the evaluation process if, in the sole opinion of the City, any of the following, but not limited to, are true:

i. Bidder does not provide required documentation or authorized signature.

ii. Bidder does not meet the minimum required skill, experience, or requirements to provide the Materials.

iii. Bidder has a past record of failing to fully perform or fulfill contractual obligations, regardless of whether the contract was with the City, particularly obligations similar to those included in this IFB.

iv. Bidder cannot demonstrate financial stability.

v. The Bid submission contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Bid.

b. **Specification Minimums**. Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features

specifically listed in this IFB. Bids offering less than the minimums specified will be deemed non-responsive. Any catalog, brand name, or manufacturer's reference used is considered descriptive and not restrictive, and is indicative of the type and quality of Materials the City desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

c. **Required Submittal**. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents in order to be considered a responsive Bid:
i. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
ii. Price Sheet (Exhibit A or as subsequently replaced by Addendum).
iii. Professional Licenses/Certifications as required in Exhibit A.
iv. DBE/WBE and Missouri Service-Disabled Veteran Status, (Exhibit C).
v. References (Exhibit D).
vi. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).
The Bidder's documents are uploaded to Public Purchase prior to the Bid Deadline

d. **Bidder Responsibilities**. All Bidders shall (1) examine the entire Bid package, (2) seek clarification from the Procurement Officer, prior to the deadline for inquiries, of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(c) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed (which includes an electronic signature as defined by 351.1222, RSMo., as amended)** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the BidDeadline.

e. **Sealed Bids**. Bids submitted on paper, if allowed under Subsection 2.3(c), shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid. Bids submitted on Public Purchase remain sealed until the Bid Deadline.

f. **Address**. Samples and bids submitted on paper, if allowed, shall be directed to the following address: Procurement and Contract Services, 220 Southeast Green Street, Lee's Summit, Missouri 64063, or hand-delivered to the Procurement and Contract Services' office.

g. **Bid Forms**. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if needed.

h. **Bidder Notations**. Additions, notations, or other revisions to the IFB document shall be initialed in original ink by the authorized person signing the Bid. The City reserves the right to accept or reject any Bidder Notations.

i. **Withdrawal**. At any time prior to the specified Bid Deadline, a Bidder (or designated representative) may amend or withdraw its Bid. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted in writing by the Procurement and Contract Services Manager.

j. **Clarifications**. The City reserves the right to contact Bidder to obtain clarification on submitted bids, including but not limit to contents that are unclear due to poor image quality, the meaning of abbreviations or acronyms, meaning of hand-written information, or other information as deemed necessary by the City.

2.4. **Inquiries; Interpretation of Specifications; Scope of Work**.

a. **Inquiries**. Any question related to the IFB, including any part of the Specifications, Scope of Work, or other Contract Documents, shall be submitted only via Public Purchase before the final date and time for inquiries using the Questions section for the IFB on Public Purchase. Questions unrelated to the IFB may be directed via email to the Procurement Officer whose name appears on the cover page of this IFB. Hand-delivered, mailed, verbal, or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this IFB, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Bidder is responsible to look at Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Bidder's failure to comply with any requirements of the IFB.

The City will not respond to inquiries submitted after the Final Date and time for Inquiries. Any interpretations or corrections of the proposed Contract Documents will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

b. **Addenda**. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City relating to this IFB will be available on Public Purchase, the City's e-procurement website.

c. **Approval of Substitutions**. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

d. **Use of Equals**. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product, or equipment for which the item is sought to be considered an equal, and a complete description of the proposed equal including any drawings, performance and test data, and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

e. **Bid Quantities**. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the City shall not be held responsible if any of the quantities are subsequently found to be incorrect and the Vendor shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Materials as estimated and the Materials actually provided. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder, or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.

2.5. **Pre-Bid Conference**. A Pre-Bid Conference may be held. If scheduled, the date and time of the Pre-Bid Conference will be indicated on the cover page of this IFB. The Pre-Bid Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Pre-Bid Conference. Bidders are strongly encouraged to attend those Pre-Bid Conferences designated as non-mandatory. The purpose of the Pre-Bid Conference will be to review the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Bidders must present to the City any questions as to the requirements of this IFB or any apparent omission or discrepancy at the Pre-Bid Conference. The City will then determine if any action is necessary and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to the IFB. When applicable, site visits may be a component of the Pre-Bid Conference and noted on the cover page of this IFB.

2.6. **New Materials**. All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7. **Prices**. Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable taxes, if any. In the event of a disparity between the unit price and

extended price, the unit price shall prevail. If there is no cost for a line item, Bidder shall indicate such by entering a zero (0) or "included" as it applies to the line item in the unit price field. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item**.

2.8. **Payment/ Discounts**. The City's standard payment terms are net 30 days. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9. **Taxes**. Items required for this contract qualify for exemption from taxes in accordance with Section 144.062, RSMo. as well as 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, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If Bidder is located outside the State of Missouri and does not recognize the City of Lee's Summit's State of Missouri tax exempt status, all unit pricing submitted shall include any and all applicable taxes. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10. **Federal Funding**. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11. **Cost of Bid/Proposal Preparation**. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting, or providing any response to this IFB; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12. **Public Record**. All Bids shall become the property of the City. After Bid Opening, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid Opening to the extent permitted by Missouri law.

2.13. **Confidential Information**. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., a statement, including the legal citation supporting advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Vendor or Bidder, in writing, of such determination.

2.14. **Vendor Licensing and Registration**. The awarded Bidder shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall be provided to the Procurement Officer. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, https://cityofls.net/development-services/doing-business/business-and-contractor-licensing, for information to obtain business licenses.

2.15. **Certification**. By submitting a Bid, the Bidder certifies:

a. **No Collusion**. The submission of the Bid did not involve collusion or other anti-competitive practices.

b. **No Discrimination**. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

c. **No Gratuity**. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee,

officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Section 3.27(c) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

d. **Financial Stability**. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

e. **No Signature/False Statement**. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.16. **Award of Contract.**

a. **Multiple Award**. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

b. **Line Item Award**. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

c. **Evaluation**. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide, and past performance providing, the Materials.

d. **Waiver; Rejection; Reissuance**. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

e. **Offer**. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for at least **120** Days after the Bid Opening.

f. **Protests**. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City's Procurement Policy.

2.17. **Required Contract Documents.** Awarded Bidder(s) shall provide the following applicable documents within 10 days after the City issues Bidder a Notice of Award. The City shall not execute the Contract until all of the documents are received.

a. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
b. City of Lee's Summit Business License;
c. Certificate of Insurance naming the City of Lee's Summit and complete endorsement documents for endorsements required in Section 3.25 "Insurance" of this Contract;
d. Completed Vendor Information Form with a current signed W-9;
e. E-verify Signature Page; and
f. Work Authorization Affidavit.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1. **Term**.

a. **Initial Term**. This Contract shall be effective from the date it is fully executed by the City, as identified on the Offer page, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

b. **Renewal Terms**. After the expiration of the Initial Term, this Contract may automatically renew for up to four successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

c. **Price Increase Requests.** The City's Procurement Officer will only review fully documented requests for price increases after a Contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

d. **Non-Default**. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Contract and (ii) any and all Vendor claims, known and unknown, relating to the Contract and existing on or before the commencement date of the Renewal Term are forever waived.

3.2. **Compensation**. The City shall pay the Vendor for Materials delivered and accepted by the City at the rates set forth in the Price Sheet, Exhibit A. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the City.

3.3. **Payments**. The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If an invoice is subject to a payment discount, the discount period will be calculated from the date of receipt of the claim or the Material, whichever is later.

3.4. **Documents**. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5. **Deliveries**. Time is of the essence for all orders placed under this Contract. Deliveries shall be made within the period identified in Exhibit A to the addresses listed in the Scope of Work/Specification in Exhibit A. If no period is identified in Exhibit A, deliveries shall be made within 21) Days of the date the Purchase Order. Product documentation required by Section 3.14 shall be delivered to the City upon delivery of the Materials. Delivery shall not be considered complete until the City is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Materials upon default by Vendor in time, rate, or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

3.6. **Quantity**. The quantity of Materials ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances.

3.7. **Changes; Cancellation**. The City reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Vendor shall submit the adjusted price, if any, in writing to the City within 10 Days from when the change is ordered. Should a Purchase Order be canceled, the City may, but is not required to, reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The City will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.

3.8. **F.O.B. Destination** Unless otherwise agreed to in writing, signed by the City Manager, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

3.9. **Packing**. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must have the correct quantity, product identification, Purchase Order number, receiving address, and product department plainly marked on all packages. Cars or trucks must be

loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. If Vendor is charged with excess freight costs, Vendor is solely responsible for such costs and shall not to pass them on to the City.

3.10. **General Warranty**. All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for such Materials). Any defects in design, workmanship, or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract, Exhibit A, or by federal, state, or local statutes, ordinances, regulations, or rules. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.

3.11. **Price Warranty**. Vendor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.

3.12. **Inspection; Acceptance**. All Materials are subject to final inspection and acceptance by the City within seven (7) days after receipt. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all storage and return costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the City may elect to do any or all of the following by written notice to the Vendor: (A) waive the non- conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.

3.13. **Waiver**. Waiver by the City of a condition in any shipment shall not be considered a waiver of any other terms of this Contract or that condition for subsequent shipments.

3.14. **Product Documentation**. Books, manuals, or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components, and accessories, as supplied to comply with the Specifications. If changes, modifications, additions, or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings, and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair, and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The City shall have the right to reproduce any equipment/product documentation for City maintenance and educational purposes only.

3.15. **Product Discontinuance**. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model, and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

3.16. **No Replacement of Defective Delivery**. Every delivery of Materials shall fully comply with all provisions of the Contract and any resulting order. If a delivery is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.17. **Shipment Under Reservation Prohibited**. Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.18. **Liens**. All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

3.19. **Right to Assurance**. Whenever one party to this Contract has a good faith reason to question the other party's intent to perform, such party may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five (5) Days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

3.20. **Right to Inspect Plant**. The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.

3.21. **Patents and Copyrights**. All services, information, computer program elements, reports, and other deliverables which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.

3.22. **Advertising**. Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

3.23. **Licenses; Materials**. Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment, or material to Vendor.

3.24. **Indemnification**. Vendor shall indemnify, defend, and hold harmless the City and each council member, officer, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the acts, misconduct, errors, mistakes, or omissions, in connection with the performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor or person for which Vendor may be legally liable in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25. **Anti-Discrimination Against Israel Act**: If this Contract has a total potential value of $100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

3.26. **Insurance**.

a. **General**.

i. **Insurer Qualifications**. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

ii. **No Representation of Coverage Adequacy**. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

iii. **Additional Insured**. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

iv. **Coverage Term**. All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

v. **Primary Insurance**. Vendor's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

vi. **Claims Made**. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

vii. **Waiver**. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

viii. **Policy Deductibles and/or Self-Insured Retentions**. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

ix. **Automatic Escalator**. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is $2,905,664 for all claims arising out of a single accident or occurrence.

x. **Use of Subcontractors**. If any portion of this Contract is subcontracted in any way, Vendor shall execute written contract(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any contracts with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

xi. **Notice of Claim**. The Vendor shall upon receipt of notice of any claim in connection with this Contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Vendor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.

xii. **Evidence of Insurance**. Prior to commencing any Work or Services under this Contract, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

1. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04 or their equivalents.

b. Auto Liability - Under ISO Form CA 20 48 or equivalent.
c. Excess Liability - Follow Form to underlying insurance.

2. Vendor's insurance shall be primary insurance with respect to performance of the Contract.
3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Vendor's performance under this Contract.
4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

xiii. **Endorsements**. Vendor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

b. **Required Insurance Coverage**.

i. **Commercial General Liability**. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $2,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

ii. **Vehicle Liability**. Vendor shall maintain Business Automobile Liability insurance with an unimpaired limit of $1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Vendor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Vendors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

iii. **Workers' Compensation Insurance**. If Vendor employs anyone who is required by law to be covered by workers' compensation insurance, Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

c. **Cancellation and Expiration Notice**. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.27. **Applicable Law; Venue**. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri and any suit pertaining to this Contract may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

3.28. **Termination; Cancellation**.

a. **For City's Convenience**. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Vendor shall be paid, for all undisputed Materials that were delivered prior to the termination date.

b. **For Cause**. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non- defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Vendor in default for the following reasons, which set forth examples, but are not the only reasons the Vendor may declared in default:

1. Upon a breach by the Vendor of a material term or condition of this Contract, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Vendor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Vendor for the benefit of creditors;
3. If the Vendor refuses or fails to proceed with the services under the Contract when and as directed by the City;
4. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
   a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
   b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
   c. a criminal violation of any state or federal antitrust law;
   d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
   e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
   f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders,

principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

c. **Gratuities**. The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent, employee, or elected official of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

d. **Subject to Non-Appropriation**. The City is obligated only to pay its obligations set forth in this Contract from funds lawfully appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Contract. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The obligation of the City to make any payment pursuant to this Contract is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Contract pursuant to this section.

3.29. **Miscellaneous**.

a. **Independent Contractor**. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Contract.

b. **Laws and Regulations**. The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal statutes and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

c. **Amendments**. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

d. **Provisions Required by Law**. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

e. **Severability**. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract

which may remain in effect without the invalid provision or application.

f. **Entire Contract; Interpretation; Parol Evidence**. This Contract represents the entire contract of the parties with respect to its subject matter, and all previous contracts, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral contracts have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written contract executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

g. **Assignment; Delegation**. No right or interest in this Contract shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor. The requirements of this Contract are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

h. **Subcontracts**. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials specified herein without the prior, written approval of the City. The Vendor is responsible for performance under this Contract whether or not Subcontractors are used.

i. **Rights and Remedies**. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

j. **Offset for Damages**. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

k. **Notices and Requests**. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 Southeast Green Street
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services Office

With a copy to: City of Lee's Summit
220 Southeast Green Street
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Vendor: Blue Springs WinWater
808 Sunnyside School Road
Blue Springs, MO 64014
Attn: Jerry Parks

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered

to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

l. **Confidentiality of Records**. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract. Vendor shall ensure its subcontractors are aware of and comply with this provision.

m. **Conflicting Terms**. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any City-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

n. **Non-Exclusive Contract**. This Contract is entered into with the understanding and contract that it is for the sole convenience of the City of Lee's Summit. The City reserves the right to obtain like Materials from another source when necessary.

o. **Cooperative Purchasing**. The Vendor by submitting a bid acknowledges that other Public Agencies may use this contract (Piggyback) under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract PiggyBacks on a case-by-case basis. Before a Public Agency is allowed to PiggyBack any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot PiggyBack. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

p. **Signatory Authority**. Each person signing this Contract represents that such person has the requisite authority to execute this Contract on behalf of the entity the person represents and that all necessary formalities have been met.

q. **E-Signature and Counterparts**. The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

r. **Time of the Essence**. Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in Vendor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

s. **Work Authorization/E-verify**. Pursuant to§ 285.530, RSMo. if Contract exceeds five thousand dollars ($5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services

and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

t. **Prevailing Wages**. Pursuant to § 290.230.5, RSMo. if this Contract, or a project of which this Contract is a part, exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Vendor shall pay all its workers the applicable prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Contract is subject to prevailing wages as required by §§ 290.210, et. seq., RSMo. the City's determination shall control.

u. **Force Majeure**. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

EXHIBIT A
SPECIFICATIONS

1. Scope. The Vendor(s) shall provide (the "Materials") in accordance with the specifications, quantities and delivery schedule to the City locations listed below. The Vendor(s) shall also provide transportation, delivery and off-loading of the Materials.

2. Specifications. Suppliers, please reference the included excel spreadsheet for a complete list of product and estimated quantities.

3. Delivery Schedule and Locations. All deliveries require a one-hour minimum notice prior to delivery. Deliveries shall be made to:

Water Utilities Operations Division
Attn: Brent Dye
1200 SE Hamblen Rd.
Lee's Summit, MO 64081
816-969-1940

Between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday

PRICE SHEET

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Specifications/Price Sheet shall be deemed as a NO BID entry for that item.

~~~SUPPLIERS MUST UTILIZE THE INCLUDED (SEPARATE FILE) EXCEL PRICING TABLE~~~

~~~SUPPLIERS MUST UPLOAD THEIR PRICING TABLE IN EXCEL FORMAT NOT PDF~~~

Company Name: Blue Springs Winwater Date: 11/3/21

						2026 PRICING			
						Fusion Based Epoxy		Zinc Coated	
MaterialUID	Description	Unit	Sub	Mfr.	Est. Qty	Unit Cost	Total Cost	Unit Cost	Total Cost
4 Way 10x10x8x8	10x8 MJ Cross (I) Cp Di C153	EA	Y		1		$0.00		$0.00
4 Way 16x16x12x12	16x12 MJ Cross	EA	Y		1		$0.00		$0.00
4 Way 16x16x8x8	16x8 MJ Cross	EA	Y		1		$0.00		$0.00
Acc. Kit 02" SS Flg	2" Flg Accessories	EA	Y		2		$0.00		$0.00
Acc. Kit 03" SS Flg	3" SS FGL Acc Kit-Steel for 3" meter	EA	Y		2		$0.00		$0.00
Acc. Kit 04" SS Flg	4" Flg Accessories	EA	Y		5		$0.00		$0.00
Acc. Kit 06" SS Flg	6" Flg Accessories	EA	Y		5		$0.00		$0.00
Acc. Kit 08" SS Flg	8" Flg Accessories	EA	Y		5		$0.00		$0.00
Acc.Kit 12" SS Flg	12" Flg Accessories	EA	Y		2		$0.00		$0.00
ALOCK 12"	12" ALOK G3-1208	EA	Y		1		$0.00		$0.00
Anchr 06" MJ 90	Anchor MJ 6" 90	EA	Y		1		$0.00		$0.00
Angle Valve 01"	1" Yoke Valve	EA	Y	AY MCD.	20		$0.00		$0.00
Angle Valve 01" comp	Angle Valve 1" compression AV94-444WNL	EA	Y	AY MCD.	10		$0.00		$0.00
Angle Valve 3/4"	74602Y 3/4X02 YOKE VALVE	EA	Y	AY MCD.	350		$0.00		$0.00
Angle Valve 3/4" Com	AV92-323W-NL 5/8x3/4" Ang Mtr Vlv w/ LW CFxMtr No Lead	EA	Y	AY MCD.	25		$0.00		$0.00
Angle Valve 3/4" FIP	3/4 Angle Valve FIP	EA	Y	AY MCD.	25		$0.00		$0.00
Angle Valve 3/4" Str	3/4" Angle Valve straight meter x fl	EA	Y	AY MCD.	25		$0.00		$0.00
Bnd 06" GXSP 22-1/2	Bnd 06" GXSP 22-1/2	EA	Y		4		$0.00		$0.00
Bnd 01" Brass 90	L44-44NL 1" NL 90 Degree Bend	EA	Y	AY MCD.	5		$0.00		$0.00
Bnd 01" FL 90	L22-44NL 1" 90 degree bend	EA	Y	AY MCD.	5		$0.00		$0.00
Bnd 02" 45 HxH	2" PVC 45 degree Bend (glue)	EA	Y		10		$0.00		$0.00
Bnd 02" 90	Bnd 90 2" bend Size 2	EA	Y		2		$0.00		$0.00
Bnd 02" 90 HxH	2" pvc 90 degree Bend (glue)	EA	Y		10		$0.00		$0.00
Bnd 02" Comp 90	2" Compression 90 degree Bend L44-77NL	EA	Y	AY MCD.	4		$0.00		$0.00
Bnd 03" GXG 11-1/4	3" 11-1/4 GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 03" GXG 22-1/2	3" 22-1/2 GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 03" GXG 45	3" 45 GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 03" GXG 90	3" 90° GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 03" HXH 11-1/4	3" 11-1/4 GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 03" HXH 22-1/2	3" 22-1/2 HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 03" HXH 45	3" 45° HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 03" HXH 90	3" 90° HXH bend	EA	Y		2		$0.00		$0.00
Bnd 04" 90 flg x flg	4" Flange X Flange 90 degree Bend	EA	Y		2		$0.00		$0.00
Bnd 04" GXG 11-1/4	4" 11-1/4 GXG Bend	EA	Y		10		$0.00		$0.00
Bnd 04" GXG 22-1/2	4" 22-1/2 GXG Bend	EA	Y		10		$0.00		$0.00
Bnd 04" GXG 45	4" 45° Bend	EA	Y		10		$0.00		$0.00
Bnd 04" GXG 90	4" 90° GXG BEND	EA	Y		4		$0.00		$0.00
Bnd 04" GXSP 22-1/2	4" 22-1/2 GxStreet Bend	EA	Y		4		$0.00		$0.00

BND 04" GXSP 45	4" 45 GxStreet Bend	EA	Y		4		$0.00		$0.00
Bnd 04" GxSP 90	4" 90 GxStreet Bend	EA	Y		2		$0.00		$0.00
Bnd 04" HXH 11-1/4	4" 11-1/4 HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 04" HXH 22-1/2	4" 22-1/2 HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 04" HXH 45	4" 45° HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 04" HXH 90	4" 90° HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 04" MJ 11 1/4	Bend, 11 1/4, mj x mj Size 4	EA	Y		10	$110.84	$1,108.44	$82.00	$820.00
Bnd 04" mj 22 1/2	Bend 22 1/2, mj x mj Size4	EA	Y		10	$116.64	$1,166.44	$86.00	$860.00
Bnd 04" mj 45	Bend, 45, mj x mj Size4	EA	Y		10	$110.84	$1,108.44	$82.00	$820.00
Bnd 04" mj 90	Bend, 90, mj x mj Size4	EA	Y		10	$135.33	$1,353.33	$98.00	$980.00
Bnd 06" GXG 11-1/4	6" 11-1/4 GXG Bend	EA	Y		4		$0.00		$0.00
Bnd 06" GXG 22 1/2	6" 22 1/2 GXG Bend	EA	Y		4		$0.00		$0.00
Bnd 06" GXG 45	6" 45° GXG Bend	EA	Y		4		$0.00		$0.00
Bnd 06" GXG 90	6" 90° GXG Bend	EA	Y		4		$0.00		$0.00
Bnd 06" GXSP 45	Bnd 06" GXSP 45	EA	Y		4		$0.00		$0.00
Bnd 06" GXSP 90	Bnd 06" GXSP 90	EA	Y		2		$0.00		$0.00
Bnd 06" mj 11 1/4	Bend, 11 1/4 mj x mj Size 6	EA	Y		4	$170.78	$683.11	$123.00	$492.00
Bnd 06" mj 22 1/2	Bend, 22 1/2, mj x mj Size6	EA	Y		4	$164.33	$657.33	$120.00	$480.00
Bnd 06" mj 45	Bend, 45, mj x mj Size6	EA	Y		4	$179.80	$719.20	$131.00	$524.00
Bnd 06" mj 90	Bend, 90, mj x mj Size6	EA	Y		4	$219.78	$879.12	$160.00	$640.00
Bnd 08" Flg 22 1/2	8 Flg 22-1/2 Bend (I) Di C110	EA	Y		1		$0.00		$0.00
Bnd 08" GXG 11-1/4	8" 11-1/4 GXG Bend	EA	Y		20		$0.00		$0.00
Bnd 08" GXG 22-1/2	8" 22-1/2 GXG Bend	EA	Y		20		$0.00		$0.00
Bnd 08" GXG 45	8" 45° GXG Bend	EA	Y		20		$0.00		$0.00
Bnd 08" GXG 90	8" 90° GXG Bend	EA	Y		2		$0.00		$0.00
Bnd 08" HXH 22-1/2	8" 22-1/2 HXH Bend	EA	Y		2		$0.00		$0.00
Bnd 08" mj 11 1/4	Bend, 11 1/4, mj x mj Size8	EA	Y		4	$230.71	$922.84	$167.00	$668.00
Bnd 08" mj 22 1/2	Bend, 22 1/2, mj x mj Size8	EA	Y		4	$254.56	$1,018.22	$184.00	$736.00
Bnd 08" mj 45	Bend, 45, mj x mj Size8	EA	Y		4	$261.00	$1,044.00	$189.00	$756.00
Bnd 08" mj 90	Bend, 90, mj x mj Size8	EA	Y		2	$320.93	$641.87	$232.50	$465.00
Bnd 10" 22 1/2 Flg	Bend 22 1/2 flg x flg Size 10	EA	Y		2	$871.29	$1,742.58	$451.82	$903.64
Bnd 10" mj 22 1/2	Bend, 22 1/2, mj x mj Size10	EA	Y		2	$373.78	$747.55	$270.00	$540.00
Bnd 10" mj 90	Bend, 90, mj x mj Size10	EA	Y		1	$502.67	$502.67	$360.00	$360.00
Bnd 12" mj 11 1/4	Bend, 11 1/4, mj x mj Size12	EA	Y		2	$454.33	$908.67	$328.02	$656.04
Bnd 12" mj 22 1/2	Bend, 22 1/2, mj x mj Size12	EA	Y		2	$490.42	$980.84	$354.00	$708.00
Bnd 12" mj 45	Bend, 45, mj x mj Size12	EA	Y		2	$558.28	$1,116.56	$404.00	$808.00
Bnd 12" mj 90	Bend, 90, mj x mj Size12	EA	Y		2	$674.09	$1,348.18	$487.00	$974.00
Bnd 16" mj 22 1/2	Bend, 22 1/2, mj x mj Size16	EA	Y		1	$1,036.27	$1,036.27	$750.00	$750.00
Bnd 20" MJ 11 1/4	Bend 11 1/4, mj x mj Size 20	EA	Y		1	$1,800.58	$1,800.58	$1,299.50	$1,299.50
Bnd 20" MJ 22 1/2	Bend 22 1/2, mj x mj Size 20	EA	Y		1	$1,935.91	$1,935.91	$1,400.00	$1,400.00
Bnd 20" MJ 45	Bend 45, mj x mj Size 20	EA	Y		1	$1,848.27	$1,848.27	$1,334.00	$1,334.00

Bnd 24" MJ 11 1/4 Spig	Bend 11 1/4, mj x spigot Size 24	EA	Y		1	$2,194.33	$2,194.33	$1,590.00	$1,590.00
Bnd 3/4" Comp 90	3/4 PJCTS 90 Bend BRASS - L44-33NL	EA	Y	AY MCD.	10		$0.00		$0.00
Bnd 3/4" FCTxFL 45	3/4 45 Bend Female swivel x Fl	EA	Y	AY MCD.	10		$0.00		$0.00
Bnd 3/4" FL 90	L22-33NL 3/4" 90 degree bend	EA	Y	AY MCD.	10		$0.00		$0.00
Bnd 30" MJ 45	Bend 45, mj x mj Size 30	EA	Y		1	$5,605.38	$5,605.38	$5,605.38	$5,605.38
Bush 3/4"FIPx01"MIP	Bushing, brass Size3/4 FIP x 1 mip	EA	Y	AY MCD.	10		$0.00		$0.00
Bush Incrsr 3/4"x01"	Bushing, increaser Size3/4 mip x 1 fl ay74753	EA	Y	AY MCD.	4		$0.00		$0.00
Cadweld Shots	Cadweld Shots for Anodes (CA25PLUSXF19)	EA	N	NVENT	200		$0.00		$0.00
Cap 02" Brass	Caps, Brass 2" pipe threads	EA	Y		10		$0.00		$0.00
Cap 03"	3" GXG Cap	EA	Y		5		$0.00		$0.00
Cap 03" w 02" outlet	3" MJ Cap w/ 2" Outlet	EA	Y		1	$102.47	$102.47	$77.18	$77.18
Cap 04"	Caps Size4	EA	Y		1	$58.64	$58.64	$58.64	$58.64
Cap 04" Swr	4" GXG Cap	EA	Y		10		$0.00		$0.00
Cap 04" w/02" outlet	4x2 MJ Tapt cap (I) CP DI	EA	Y		10	$104.40	$1,044.00	$87.91	$879.10
Cap 06"	Caps Size6	EA	Y		4	$103.11	$412.44	$88.78	$355.12
Cap 06" Swr	6" GXG Cap	EA	Y		5		$0.00		$0.00
Cap 06" w/02" out MJ	06" Cap with 02" outlet MJ	EA	Y		4	$148.87	$595.46	$113.98	$455.92
Cap 08"	8" GXG Cap	EA	Y		4		$0.00		$0.00
Cap 08" MJ	8 MJ Cap CP DI C153	EA	Y		4	$144.36	$577.42	$148.22	$592.88
Cap 08" w/02" outle	Caps w/2" outlet Size8	EA	Y		4	$186.89	$747.55	$177.87	$711.48
Cap 10"	10" GXG Cap	EA	Y		1		$0.00		$0.00
Cap 12"	12" GXG Cap	EA	Y		1		$0.00		$0.00
Cap 12" di	Cap, 12" di	EA	Y		4	$295.16	$1,180.62	$305.13	$1,220.52
Cap 16"	Cap, 16" di	EA	Y		1	$598.69	$598.69	$624.58	$624.58
Cap 16" w/02" Outlet	16" Cap with 2" Outlet	EA	Y		1	$668.93	$668.93	$673.64	$673.64
Cap 18" w/02" Outlet	18" Cap with 2" Outlet	EA	Y		1	$855.18	$855.18	$805.00	$805.00
Cap 20"	20 MJ Cap (I) Cp Di 153	EA	Y		1	$959.58	$959.58	$1,017.11	$1,017.11
Cap 20" w/02" Outlet	20" Cap with 2" Outlet	EA	Y		1	$1,069.13	$1,069.13	$1,079.47	$1,079.47
Cap 24"	24" MJ Cap	EA	Y		1	$1,317.89	$1,317.89	$1,482.73	$1,482.73
CCW-704 (Mastic)	30 oz tube of Mastic	EA	Y		48		$0.00		$0.00
Clmp 01"x03"	Clamp, repair fc Size 1x3	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 01"x06"	Clamp, repair fc Size 1x6	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 02"x03"	Clamp, repair, fc Size 2x3	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 02"x06"	Clamp, repair, fc Size2 x 6	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 02"x06"x01"	Clamp, Repair FC 1cc Size 2X6	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 02"x06"x3/4"	Clamp, Repair, BSWW Smith-Blair 26400023807007 Style 264	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 02"x12"	Clamp, repair, fc size 2x12	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 02"x15"	Clamp, repair, fc Size 2x15-16	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 03"x06"x3/4"	Clamp, Repair fc .75cc Size 3x6	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 03"x08"	Clamp, repair, fc size 3x8	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 03"x12"	Clamp, repair, fc Size 3x12	EA	Y	SMITH BLAIR	1		$0.00		$0.00

Clmp 04"x08"	Clamp, repair, fc Size 4x8	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 04"x12"	Clamp, repair, fc Size 4 x 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 04"x12"x01"	Clamp, repair, fc 1cc Size4 X 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 04"x12"x02"	Clamp, repair fc 2cc 4 x 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 04"x12"x3/4"	Clamp, repair, fc .75cc Size4 X 12	EA	Y	SMITH BLAIR	8		$0.00		$0.00
Clmp 04"x20"	Clamp, repair, fc Size 4 x 20	EA	Y	SMITH BLAIR	20		$0.00		$0.00
Clmp 04"x20"x01"	Clamp, repair, fc 1cc Size4 X 20	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 04"x20"x3/4"	Clamp, repair, fc .75cc Size4 X 20	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 06"x08"	Clamp, Repair-FC Sz 6 x 8 FS1-724x7.5 Repair Clamp	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 06"x08"x01"	Clamp, Repair fc 1cc Size 6x8	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 06"x12"	Clamp, 6 x 12.5 Repair SS FS1-724x12.5 SS RC 6X12-1/2 OD	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 06"x12"x01"	Clamp, repair, fc 1cc Size6 X 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 06"x12"x02"	Clamp, repair, fc 2cc Size6 X 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 06"x12"x02" IP	Clamp, repair, fc 2ip Size6 X 12	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 06"x12"x3/4"	Clamp, repair, fc .75cc Size6 X 12	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 06"x20"	Clamp, 6 x 20 Repair SS FS1-724-20-SS REP CLAMP 6X20 OD	EA	Y	SMITH BLAIR	50		$0.00		$0.00
Clmp 06"x20"x01"	FS1-724-20CC4 6x20x1CC SS Tapt	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 06"x20"x3/4"	Clamp, Repair fc .75cc Size 6x20	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 08"x12"	Clamp, repair, fc Size 8 x 12	EA	Y	SMITH BLAIR	20		$0.00		$0.00
Clmp 08"x12"x01"	Clamp, repair, fc 1cc Size8 X 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 08"x12"x02"	Clamp, repair, fc 2cc Size8 X 12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 08"x12"x02" IP	Clmp 8x12x2 IP (NPT)	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 08"x12"x3/4"	Clamp, repair, fc .75cc Size8 X 12	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 08"x20"	Clamp, repair, fc Size 8x20	EA	Y	SMITH BLAIR	75		$0.00		$0.00
Clmp 08x20x01	Clmp 08x20x01	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 08x20x3/4	Clmp 08x20x3/4	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 10"x12"	Clamp, repair fc Size 10 X 12	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 10"x12"x01"	Clamp, repair, fc 1cc Size 10 x 12	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 10"x12"x02"	Clamp, repair, fc 2cc Size 10x12	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 10"x12"x02" IP	Clamp, repair, fc 2ip Size10 x12	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 10"x12"x3/4"	Clamp, Repair fc .75cc Size 10x12	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 10"x20"	Clamp, repair, fc Size10 x 20	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 12"x12"	Clamp, repair fc Size 12	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Clmp 12"x12"x01"	Clamp, repair, fc 1cc Size 12x12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 12"x12"x02"	Clamp, repair, fc 2cc Size 12 X 12	EA	Y	SMITH BLAIR	20		$0.00		$0.00
Clmp 12"x12"x3/4"	Clamp, Repair .75cc Size 12x12	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 12"x20"	Clamp, repair, fc Size12 x 20	EA	Y	SMITH BLAIR	20		$0.00		$0.00
Clmp 16"x12"	FS2-1790-12.5 SS RC 16x12-1/2 OD 17.15-17.90	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Clmp 16"x20"	FS2-1790-20 SS Rep Clamp 16x20 OD 17.15-17.90	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 18"x20"	Clmp, repair, fc Size 18 x 20	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 20"x12"	Clamp, repair fc Size 20" x 12"	EA	Y	SMITH BLAIR	2		$0.00		$0.00

Clmp 20"x30"	Clamp, repair fc Size 20" x 30"	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Clmp 24"x30"	Clamp, repair fc Size 24" x 30"	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Clmp 30"x30"	Clamp, repari, fc Size 30" x 30"	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Corp Stop 01"	Corp Stop 01" F600-4-nl	EA	Y	AY MCD.	25		$0.00		$0.00
Corp Stop 01" Comp	C44-44NL 1" No lead Coupling PJCTS	EA	Y	AY MCD.	5		$0.00		$0.00
Corp Stop 02"	Corp Stop 02" CC X CTS	EA	Y	AY MCD.	50		$0.00		$0.00
Corp Stop 2" IP	74704B-22 2" COMP BALL CORP STP	EA	Y	AY MCD.	2		$0.00		$0.00
Corp Stop 3/4"	74701 3/4 CRP STP AWWAXFLR	EA	Y	AY MCD.	350		$0.00		$0.00
Corp Stop 3/4" Comp	3/4" compression corp stop	EA	Y	AY MCD.	20		$0.00		$0.00
Corp Stop 3/4" IP	Corp Size3/4 ip	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 01" Comp	1" CTSxCTS Compression Coupling	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 01" FLxFIP	1" Coupling Flare x Female Iron Pipe	EA	Y	AY MCD.	4		$0.00		$0.00
Coup 01" FLXFL	Coupling 1" 3 part cf x cf no lead	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 01" FLxMIP	C28-44-NL 1 CFXMIP CPLG	EA	Y	AY MCD.	4		$0.00		$0.00
Coup 01" Mtr Str	Coupling, meter, straight Size1	EA	Y	AY MCD.	4		$0.00		$0.00
Coup 01" PtrBurg L	Coupling, Petersburg ell Size1	EA	Y	AY MCD.	4		$0.00		$0.00
Coup 02" Comp PVC	Coupling, pvc compression Size 2	EA	Y		4		$0.00		$0.00
Coup 02" Comp.	C44-77NL 2" No lead coupling PJCTS	EA	Y	AY MCD.	20		$0.00		$0.00
Coup 02" HYMAX	860-56-0054-16 2" Hymax Cplg	EA	Y	HYMAX	2		$0.00		$0.00
Coup 03" Comp.	3" IPS Compression Coupling	EA	Y		4		$0.00		$0.00
Coup 03" HXH	Coupling Sewer HXH Glue 3"	EA	Y		4		$0.00		$0.00
Coup 03" Hymax	3" Hymax coupling	EA	Y	HYMAX	2		$0.00		$0.00
Coup 03" PXP Fernco	3" PXP Strongback Coupling	EA	Y	FERNCO	2		$0.00		$0.00
Coup 04" Comp PVC	4" IPS Compression Coupling	EA	Y		2		$0.00		$0.00
Coup 04" CXP Fernco	4" CXP Strongback Coupling	EA	Y	FERNCO	10		$0.00		$0.00
Coup 04" GXG	Coupling, Sewer, GXG 4"	EA	Y		8		$0.00		$0.00
Coup 04" HXH	Coupling sewer, 04" Glue	EA	Y		4		$0.00		$0.00
Coup 04" HYMAX	Couplings, water Size4.25-5.63 - 4" HYMAX	EA	Y	HYMAX	8		$0.00		$0.00
Coup 04" Hymax Grip		EA	Y	HYMAX	2		$0.00		$0.00
Coup 04" mj x flg	4" mj x flange coupling	EA	Y		2		$0.00		$0.00
Coup 04" PXP Fernco	4" PXP Strongback Coupling	EA	Y		10		$0.00		$0.00
Coup 04"x12" Sw Anch	4x1ft Swivel Anchor Coupling	EA	Y		1	$208.80	$208.80	$174.77	$174.77
Coup 04"x4' Flg x Spigot	04" x 4' coupling flange x spigot	EA	Y		3		$0.00		$0.00
Coup 06" CXP Fernco	6" CXP Strongback Coupling	EA	Y	FERNCO	10		$0.00		$0.00
Coup 06" HYMAX	Couplings, water 6" HYMAX	EA	Y	HYMAX	20		$0.00		$0.00
Coup 06" Max Adapter		EA	N	MAXADAPTER	10		$0.00		$0.00
Coup 06" PXP Fernco	6" PXP Strongback Coupling	EA	Y	FERNCO	16		$0.00		$0.00
Coup 06" Sch40	Coup 6" Sch40 HXH	EA	Y		20		$0.00		$0.00
Coup 06"x12" sw anch	6x1ft Swivel Anchor Coupling	EA	Y		2	$250.28	$500.56	$345.42	$690.84
Coup 08" CXP Fernco	8" CXP Strongback Coupling	EA	Y	FERNCO	20		$0.00		$0.00
Coup 08" GXG	Coupling, Sewer, GXG Size 8	EA	Y		5		$0.00		$0.00

Coup 08" HYMAX	Couplings, water Size 8.54-9.84 - 8" HYMAX	EA	Y	HYMAX	30		$0.00		$0.00
Coup 08" maxadapter		EA	N	MAXADAPTER	10		$0.00		$0.00
Coup 08" PXP Fernco	8" PXP Strongback Coupling	EA	Y	FERNCO	10		$0.00		$0.00
Coup 08"x12" Sw Anch	8x1ft Swivel Anchor Coupling	EA	Y		4	$498.80	$1,995.20	$393.63	$1,574.52
Coup 08"x8' Flg x Spigot	Coupling di Size 08 flange x spigot	EA	Y		1		$0.00		$0.00
coup 1 1/2 compxmip		EA	Y	AY MCD.	2		$0.00		$0.00
Coup 1 1/2" Comp.	Coupling, compression 1.50"	EA	Y	AY MCD.	4		$0.00		$0.00
Coup 1 1/4" Comp	Coupling compression size 1 1/4"	EA	Y	AY MCD.	1		$0.00		$0.00
Coup 10" CXP Fernco	10" CXP Strongback Coupling	EA	Y	FERNCO	2		$0.00		$0.00
Coup 10" HYMAX	Couplings, water Size 10.70-11.37 - 10" HYMAX	EA	Y	HYMAX	4		$0.00		$0.00
Coup 10" Max Adapter		EA	N	MAXADAPTER	2		$0.00		$0.00
Coup 10" PXP Fernco	10" PXP Strongback Coupling	EA	Y	FERNCO	5		$0.00		$0.00
Coup 12" CXP Fernco	12" CXP Strongback Coupling	EA	Y	FERNCO	10		$0.00		$0.00
Coup 12" HYMAX	Couplings, water Size 12.40-13.66 - 12" HYMAX	EA	Y	HYMAX	20		$0.00		$0.00
Coup 12" Max Adapter		EA	N	MAXADAPTER	8		$0.00		$0.00
Coup 12" PXP Fernco	12" PXP Strongback Coupling	EA	Y	FERNCO	4		$0.00		$0.00
Coup 12"x3' Flg x Spigot	Coupling, Size 12 Flange x Spigot	EA	Y		2		$0.00		$0.00
Coup 12"x8' Flg x Spigot	Coupling di Size 12 Flange x Spigot	EA	Y		1		$0.00		$0.00
Coup 15" CXP Fernco	15" CXP Strongback Coupling	EA	Y	FERNCO	2		$0.00		$0.00
Coup 15" PXP Fernco	15" PXP Strongback Coupling	EA	Y	FERNCO	2		$0.00		$0.00
Coup 16" HYMAX	Couplings, water Size 16" HYMAX	EA	Y	HYMAX	2		$0.00		$0.00
Coup 18" HYMAX	Couplings, water Size 18" HYMAX	EA	Y	HYMAX	2		$0.00		$0.00
Coup 2" Cmprs PJxMIP	Compression Coupling 2" Pack Joint x Male Iron Pipe	EA	Y	AY MCD.	50		$0.00		$0.00
Coup 20" HYMAX	Couplings, water Size 20" HYMAX	EA	Y	HYMAX	2		$0.00		$0.00
Coup 20" x 4' Flg x Spigot	Coupling di flg x spigot Size 20	EA	Y		1		$0.00		$0.00
Coup 24"x36" FlgxFlg	Flange Coupling 24" x 36"	EA	Y		1		$0.00		$0.00
Coup 2x1 1/2 mip		EA	Y		2		$0.00		$0.00
Coup 3/4 copper fl	C-22-33-NL 3/4" copper flare x copper flare	EA	Y	AY MCD.	40		$0.00		$0.00
Coup 3/4" Comp	C44-33nl 3/4" No Lead Cplg PJ CTS	EA	Y	AY MCD.	40		$0.00		$0.00
Coup 3/4" CompxFL	Coupling 3/4 CFxPJCTS compression fitting pack joint-n	EA	Y	AY MCD.	20		$0.00		$0.00
Coup 3/4" CompxMIP	C84-33NL 3/4" MIPxPJ No lead	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 3/4" FLxMIP	Coupling 3/4 CFxMIP compression fitting male iron pipe	EA	Y	AY MCD.	5		$0.00		$0.00
Coup 3/4" PtrBurg L	Coupling, Petersburg, ell Size3/4	EA	Y	AY MCD.	2		$0.00		$0.00
Coup 3/4"x01" Fl	C22-34-NL 3/4 in x 1in (3 part) cfxcf cplg no lead	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 3/4"x01" Str PJ	Coupling, straight, pj Size 3/4'" x 1	EA	Y	AY MCD.	10		$0.00		$0.00
Coup 30"x16" FlgxFlg	Flange Coupling 30" x 16"	EA	Y		1		$0.00		$0.00
Coup 36"x18" FlgxFlg	Flange Coupling 36" x 18"	EA	Y		1		$0.00		$0.00
Coup Anch 06"x2'	6" Anchor Coupling Size 2	EA	Y		2		$0.00		$0.00
Coup Anch 06"x3'	6" Anchor coupler size 3	EA	Y		2		$0.00		$0.00
Coup Anch 06"x4'	6" Anchor coupling Size 4	EA	Y		2		$0.00		$0.00
Coup Anch 06"x5'	6" Anchor Coupling Size 5	EA	Y		2		$0.00		$0.00

Coup Anch 16"x2'	16" Anchor Coupling Size 2	EA	Y		1		$0.00		$0.00
Curb Stop 01" FL	Curb stop 1" flare	EA	Y		1		$0.00		$0.00
Curb stop 3/4	Curb stop Size3/4	EA	Y		1		$0.00		$0.00
Custom Setter 02"	Custom Setter 02"	EA	Y	AY MCD.	50		$0.00		$0.00
Fire Hydrant 3'	Fire Hydrant 3' Bury	EA	Y	KENNEDY	1		$0.00		$0.00
Fire Hydrant 4'	Fire Hydrant 4' Bury	EA	Y	KENNEDY	5		$0.00		$0.00
Fire Hydrant 5'	Fire Hydrant 5' Bury	EA	Y	KENNEDY	5		$0.00		$0.00
Fire Hydrant 6'	Fire Hydrant 6' Bury	EA	Y	KENNEDY	3		$0.00		$0.00
Fire Hydrant 7'	Fire Hydrant 7' Bury	EA	Y	KENNEDY	2		$0.00		$0.00
Fire Hydrant 8'	Fire Hydrant 8' Bury	EA	Y	KENNEDY	1		$0.00		$0.00
Fire Hydrant 9'	Fire Hydrant 9' Bury	EA	Y	KENNEDY	1		$0.00		$0.00
Gasket 01" Copper	Copper Gaskets for 1" flare	EA	Y		20		$0.00		$0.00
Gasket 03" MJ	MJ 3" Gasket	EA	Y		4		$0.00		$0.00
Gasket 04" MJ	MJ 4" Gasket	EA	Y		10		$0.00		$0.00
Gasket 06" MJ	MJ 6" Gasket	EA	Y		20		$0.00		$0.00
Gasket 08" MJ	MJ 8 Gasket	EA	Y		20		$0.00		$0.00
Gasket 10" MJ	MJ 10 Gasket	EA	Y		10		$0.00		$0.00
Gasket 12" MJ	MJ 12" Gasket	EA	Y		20		$0.00		$0.00
Gasket 12"x1/8" Flg	12x1/8" Flg FF RR Gasket	EA	Y		4		$0.00		$0.00
Gasket 20" MJ	MJ 20" Gasket	EA	Y		1		$0.00		$0.00
Gland 03" MJ	Gland, mj Size3	EA	Y		4		$0.00		$0.00
Gland 04" MJ	Gland, mj Size4	EA	Y		4		$0.00		$0.00
Gland 04" Split MJ	Gland, split, mj Size4	EA	Y		2		$0.00		$0.00
Gland 06" MJ	Gland, mj Size6	EA	Y		2		$0.00		$0.00
Gland 06" Split MJ	Gland, split, mj Size6	EA	Y		2		$0.00		$0.00
Gland 08" MJ	Gland, mj Size8	EA	Y		2		$0.00		$0.00
Gland 08" Split MJ	Gland, split, mj Size8	EA	Y		2		$0.00		$0.00
Gland 10" MJ	Gland, mj Size10	EA	Y		2		$0.00		$0.00
Gland 12" MJ	Gland, mj Size12	EA	Y		2		$0.00		$0.00
Gland 12" Split	Gland 12" Split	EA	Y		2		$0.00		$0.00
Gland 16" MJ	Gland, mj Size16	EA	Y		2		$0.00		$0.00
Gland 18" MJ	Gland, mj Size 18	EA	Y		2		$0.00		$0.00
Gland 20" MJ	Gland 20"	EA	Y		2		$0.00		$0.00
Gland 24" MJ	Gland, mj Size 24	EA	Y		2		$0.00		$0.00
Gland 30" MJ	Gland, mj Size 30	EA	Y		2		$0.00		$0.00
Hyd Bonnet Rpr Kit K	Hydrant Bonnnet Repair Kit Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Bonnet Rpr Kit M	Hydrant Bonnnet Repair Kit Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Bonnet Rpr Kit W	Hydrant Bonnnet Repair Kit Waterous	EA	N	WATEROUS	1		$0.00		$0.00
Hyd Drain Valve K	K8456 Drain Valve f/5-1/4VO	ea	N	KENNEDY	1		$0.00		$0.00
Hyd Ext Kit 06" AVK	6" AVK Hydrant Extension Kit	EA	N	AVK	1		$0.00		$0.00
Hyd Ext Kit 12" AVK	12" AVK Hydrant Extension Kit	EA	N	AVK	1		$0.00		$0.00

Hyd Ext Kit 24" AVK	24" AVK Hydrant Extension Kit	EA	N	AVK	1		$0.00		$0.00
Hyd Ft Vlv Rpr Kit M	Hydrant foot valve kit Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Ft Vlv Rpr Kit W	Hydrant foot valve repair kit Waterous	EA	N	WATEROUS	1		$0.00		$0.00
Hyd Mn Vlv Rpr Kit K	Hydrant Main Valve Repair Kit Size Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Riser Kit 06" K	Hydrant riser kit Size6 Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Riser Kit 06" M	Hydrant riser kit Size6 Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Riser Kit 06" W	Hydrant riser kit Size6 Waterous	EA	N	WATEROUS	1		$0.00		$0.00
Hyd Riser Kit 12" K	Hydrant riser kit Size12 Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Riser Kit 12" M	Hydrant riser kit Size12 Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Riser Kit 12" W	Hydrant riser kit Size12 Waterous	EA	N	WATEROUS	1		$0.00		$0.00
Hyd Riser Kit 24" K	Hydrant riser kit size 24 Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Riser Kit 24" M	Hydrant riser kit Size24 Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Riser Kit 24" W	Hydrant riser kit Size24 Waterous	EA	N	WATEROUS	1		$0.00		$0.00
	Hydrant repair kit - Size Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Sfty Fl Rpr Kt M	Hydrant Safety Flange Repair Kit Mueller	EA	N	MUELLER	10		$0.00		$0.00
Hyd Shoe Rpr Kit K	Hydrant Shoe Repair Kit Kennedy Size 5.25 VO	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Shoe Rpr Kit M	Hydrant Shoe Repair Kit Mueller Size 5.25 VO Before 1997	EA	N	MUELLER	1		$0.00		$0.00
Hyd Trf Rpr Kit - M	Hydrant Traffic Repair Kit - Mueller - 1972 & Older	EA	N	MUELLER	1		$0.00		$0.00
Hyd Trf Rpr Kit AVK	AVK Traffic Repair Kit 2700	EA	N	AVK	4		$0.00		$0.00
Hyd Trf Rpr kit K	Hydrant collision repair kit Kennedy	EA	N	KENNEDY	20		$0.00		$0.00
Hyd Trf Rpr kit M	Hydrant Traffic Repair Kit - Mueller - 1973 & Newer	EA	N	MUELLER	20		$0.00		$0.00
Hyd Trf Rpr kit W	Hydrant traffic repair kit Waterous	EA	N	WATEROUS	20		$0.00		$0.00
Hyd Upper Barrel K	Hydrant upper barrell Kennedy	EA	N	KENNEDY	1		$0.00		$0.00
Hyd Upper Barrel M	Hydrant Upper Barrel Mueller	EA	N	MUELLER	1		$0.00		$0.00
Hyd Upper Oper Rod K	K8114 Upper Stem F/K81 Hydrant	EA	N	KENNEDY	1		$0.00		$0.00
Hyperflex 300 MIL	SG-HF6 Hyperflex 300 MIL 6 PK	EA	N	HYPERFLEX	20		$0.00		$0.00
Mega Lug 03"	3" Mega Lug	EA	N	MEGALUG	2	$28.89	$57.78	$28.27	$56.54
Mega Lug 04"	Glands, retaining/mega lug Size4	EA	N	MEGALUG	10	$30.67	$306.70	$30.00	$300.00
Mega Lug 04" PVC	4 PVC 4004 Stargrip Restr Gland Only	EA	N	MEGALUG	20	$37.33	$746.60	$36.52	$730.40
Mega Lug 04" Split	Gland, split, mega lug Size4	EA	N	MEGALUG	2	$98.67	$197.33	$96.52	$193.04
Mega Lug 06"	Glands, retaining/mega lug Size6	EA	N	MEGALUG	10	$36.00	$360.00	$35.22	$352.20
Mega Lug 06" PVC	6" PVC Mega Lug	EA	N	MEGALUG	20	$45.33	$906.60	$44.36	$887.20
Mega Lug 06" Split	Gland, split, mega lug Size6	EA	N	MEGALUG	2	$139.11	$278.22	$136.30	$272.60
Mega Lug 08"	Glands, retaining/mega lug Size8	EA	N	MEGALUG	10	$54.22	$542.20	$53.04	$530.40
Mega Lug 08" PVC	Mega Lug 08" PVC	EA	N	MEGALUG	20	$66.67	$1,333.34	$65.22	$1,304.40
Mega Lug 08" Split	Gland, split mega lug Size8	EA	N	MEGALUG	2	$171.11	$342.22	$167.39	$334.78
Mega Lug 10"	Glands, retaining/mega lug Size10	EA	N	MEGALUG	2	$80.44	$160.88	$78.70	$157.40
Mega Lug 10" Split	10 3010S Split Stargrip w/acc f/DIP	EA	N	MEGALUG	1	$213.40	$213.40	$209.13	$209.13
Mega Lug 12"	Glands, retaining/mega lug Size12	EA	N	MEGALUG	10	$116.89	$1,168.89	$114.36	$1,143.60
Mega Lug 12" Split	Gland, split, mega lug Size12	EA	N	MEGALUG	1	$265.33	$265.33	$259.57	$259.57
Mega Lug 16"	Glands, retaining/mega lug Size16	EA	N	MEGALUG	2	$220.89	$441.78	$216.09	$432.18

Mega Lug 16" Split	Gland, split, mega lug Size16	EA	N	MEGALUG	1	$650.22	$650.22	$636.09	$636.09
Mega Lug 20"	20 EBAA Megalug MJ Di 1120 Rst F/Di Pipe, Black	EA	N	MEGALUG	2	$388.89	$777.78	$380.43	$760.86
Mega Lug 30"	Glands, retaining/mega lug Size30	EA	N	MEGALUG	2	$1,362.67	$2,725.33	$1,333.04	$2,666.08
MH Cleanout Ring & Lid	2238 Ring & Lid	EA	Y		5		$0.00		$0.00
MH Ring & Lid 23.5"x4"/0" Low Pro	MH-142N Ring & Lid	EA	Y		10		$0.00		$0.00
MH Ring 23.5" Stndrd	250-24A Import Manhole Ring Only	EA	Y		4		$0.00		$0.00
MH Ring 24" Low Prof	24" Low Profile 3" MH ring	EA	Y		10		$0.00		$0.00
MH Ring 24" Standard	LS101A Manhole Ring & Lid LS101B	EA	Y		20		$0.00		$0.00
MH Ring 24x4" Lo Pro	24" Low Profile 4" MH Ring	EA	Y		10		$0.00		$0.00
MH Ring Std. boltdo	Slab Bolt Down Manhole Ring Size	EA	Y		40		$0.00		$0.00
MH Riser Rng HDPE 1"	24R125 1-1/4" Ladtech Riser	EA	Y		50		$0.00		$0.00
MH Riser Rng HDPE 2"	MH Riser Ring HDPE 24" x 2"	EA	Y		50		$0.00		$0.00
MH Riser Rng HDPE 4"	MH Riser Ring HDPE 24" x 4"	EA	Y		50		$0.00		$0.00
MH Slp Riser HDPE 1"	24S150 1-1/2" Slope Ladtech	EA	Y		50		$0.00		$0.00
MH St. Riser 23.25x1	1 Manhole Riser 23.25x1" Street Riser	EA	Y		10		$0.00		$0.00
MH St. Riser 23.25x2	250-24Ax2" IMPT MANHOLE RISER	EA	Y		10		$0.00		$0.00
MH St. Riser 23.25x3	250-24AX3" IMPT Manhole Riser	EA	Y		10		$0.00		$0.00
MH St. Riser 24"x1"	1 Manhole Riser 24x1" Street Riser	EA	Y		20		$0.00		$0.00
MH St. Riser 24"x2"	3101 2" Manhole Riser Import	EA	Y		20		$0.00		$0.00
MH St. Riser 24"x3"	300-24Ax3" Impt MH Riser	EA	Y		20		$0.00		$0.00
Mtr Adpt 03" Flg	912-90039603-000 3" Flg Adpt	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Mtr Adpt 04" Flg	912-90048604-000 4" Flg Adpt	EA	Y	SMITH BLAIR	8		$0.00		$0.00
Mtr Adpt 06" Flg	912-90069606-000 6" Flg Adpt	EA	Y	SMITH BLAIR	8		$0.00		$0.00
Mtr Adpt 08" Flg	912-90091108-000 8" Flg Adpt	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Mtr Adpt 1 1/2"x02"	710J67 MTR ADAPTER 1-1/2X2 NL	EA	Y	AY MCD.	50		$0.00		$0.00
Mtr Adpt 12" Flg	12" Flg Adpt	EA	Y	SMITH BLAIR	1		$0.00		$0.00
Mtr Adpt 3/4"x01"	Meter adapter Size5/8 3/4 to 1	EA	Y	AY MCD.	10		$0.00		$0.00
Mtr Expan. 3/4"	Expansion Connection .75"	EA	Y	AY MCD.	350		$0.00		$0.00
Mtr Expan.01"	Expansion Connection "1	EA	Y	AY MCD.	50		$0.00		$0.00
Mtr Ext 06"	McDonald (718-207WX) Horiz Resetter NL	EA	Y	AY MCD.	2		$0.00		$0.00
Mtr Ext 12"	Meter Extension 12" Horiz Resetter NL	EA	Y	AY MCD.	2		$0.00		$0.00
Mtr Gasket 02" Flg	Flange Water Meter Gasket, 2" drop in	EA	Y		150		$0.00		$0.00
MW 18"x36" PVC	Meter Well 18x36 PVC	EA	Y		250		$0.00		$0.00
MW 24"x36" PVC	Meter Well 24x36 PVC	EA	Y		50		$0.00		$0.00
MW 36"x36" PVC	Meter Well 36x36 PVC	EA	Y		75		$0.00		$0.00
MW Ext 18" Sltd	18x22 Slanted Meter Well Ext.	EA	Y		20		$0.00		$0.00
MW Ext 18"x12"	18"x12" Meter Box Extension	EA	Y		20		$0.00		$0.00
MW EXT 18"x3"	18"x3" Meter Box Extension	EA	Y		20		$0.00		$0.00
MW EXT 18"x6"	18"x6" Meter Box Extension	EA	Y		20		$0.00		$0.00
MW Ext 24"x12"	Meter box extension Size 24x12	EA	Y		6		$0.00		$0.00
MW Ext 36"x03"	Meter box extensions Size36 x 3	EA	Y		2		$0.00		$0.00

MW Ext 36"x04"	36 ADS N-12 Solid 36x4 Riser	EA	Y		2		$0.00		$0.00
MW Flg 36"	Meter Well Monitor Flange 36"	EA	Y		50		$0.00		$0.00
MW Lid 18" 2210	2210 MP Lid Only (IMP)	EA	Y		350		$0.00		$0.00
MW Lid 24"	Meter Well Lid 24"	EA	Y		20		$0.00		$0.00
MW Lid 36"	Meter Well Monitor Lid 36"	EA	Y		50		$0.00		$0.00
MW Ring 18" 2210	2210 18" IMP Ring Only SIP	EA	Y		350		$0.00		$0.00
MW Ring 24"	Meter Well Ring 24"	EA	Y		20		$0.00		$0.00
MW Ring 36"	Meter Well Monitor Ring 36"	EA	Y		50		$0.00		$0.00
MW Ring Adpt 18"x24"	Ring MW Adptr 18x24	EA	Y		2		$0.00		$0.00
MW Ring Adpt 18"x36"	Ring MW Adptr 18x36	EA	Y		1		$0.00		$0.00
Nipple 01"x03" SS	1"x3" Nipple	EA	Y		10		$0.00		$0.00
Nipple 01"x04"	1"x4" Brass Nipple	EA	Y		10		$0.00		$0.00
Nipple 02"x03" SS	2"x3" Nipple	EA	Y		10		$0.00		$0.00
Nipple 02"x04" Brass	2"x4" Brass Nipple	EA	Y		5		$0.00		$0.00
Nipple 02"x04" SS	2"x4" Nipple	EA	Y		10		$0.00		$0.00
Nipple 02"x06" Brass	Nipple, brass Size 2x6	EA	Y		10		$0.00		$0.00
Nipple 02"x06" SS	02"x06" Stainless Steel Nipple	EA	Y		10		$0.00		$0.00
Nipple 02"x08" SS	2x8 SS Nipple	EA	Y		10		$0.00		$0.00
Nipple 02"x12" Brass	Nipple, brass Size 2x12	EA	Y		20		$0.00		$0.00
Nipple 03"x03" SS	3"x3" Nipple	EA	Y		5		$0.00		$0.00
Nipple 04"xCL SS	4"x4" Nipple	EA	Y		5		$0.00		$0.00
Nipple 1/2"x02" Bras	1/2"x2 Brass Nipple No Lead	EA	Y		5		$0.00		$0.00
Nipple 3/4"x 02" SS	3/4"x 02" SS Nipple	EA	Y		5		$0.00		$0.00
Nipple 3/4"x02" Bras	3/4"x2 Brass Nipple No Lead	EA	Y		5		$0.00		$0.00
Nipple 3/4"x06" SS	3/4 x 6 SS Nipple	EA	Y		10		$0.00		$0.00
Nipple 3/4"xCL Brass	Nipple 3/4 cl brass	EA	Y		5		$0.00		$0.00
Pipe 01 1/2" Poly	Pipe 1 1/2" Poly	FOOT	Y		100		$0.00		$0.00
Pipe 01" Copper	Copper tubing Size 1	FOOT	Y		100		$0.00		$0.00
Pipe 01" Poly	1" Poly Pipe	LN FT	Y		100		$0.00		$0.00
Pipe 01" Sch40	Pipe, water 1" SCH40 (10' Stick)	LN FT	Y		20		$0.00		$0.00
Pipe 02" Copper	Copper tubing, type k Size2	LN FT	Y		50		$0.00		$0.00
Pipe 02" Sch40	Pipe, water 2" SCH40 (10' Stick)	LN FT	Y		20		$0.00		$0.00
Pipe 03" Sch40	Pipe 03" Sch40 PVC, 20'/Stick	LN FT	Y		40		$0.00		$0.00
Pipe 04"	4" SDR26 Sewer Pipe	LN FT	Y		100		$0.00		$0.00
Pipe 04" C900	Pipe, Water C900 Size 4" (10' Stick)	LN FT	Y		200		$0.00		$0.00
Pipe 04" Sch40	Pipe, Water Schedule 40 Size 4"	LN FT	Y		20		$0.00		$0.00
Pipe 06"	6" SDR26 Sewer Pipe	LN FT	Y		100		$0.00		$0.00
Pipe 06" C900	Pipe, water C900 Size 6" (20' Stick)	LN FT	Y		400		$0.00		$0.00
Pipe 06" Sch40	Pipe, water Schedule 40 Size 6" (10)	LN FT	Y		100		$0.00		$0.00
Pipe 08"	8" SDR26 Sewer Pipe (14' Sticks)	LN FT	Y		200		$0.00		$0.00
Pipe 08" C900	Pipe, water C900 Size 8" (20' Stick)	LN FT	Y		800		$0.00		$0.00

Pipe 08" Sch40	Pipe, water Schedule 40 Size 8"	LN FT	Y		20		$0.00		$0.00
Pipe 1 1/2" Copper	Copper tubing, 1 1/2" Type K, (60' Rolls)	LN FT	Y		50		$0.00		$0.00
Pipe 1 1/2" Sch40	Pipe, water 1.5" SCH40 (10' Stick)	LN FT	Y		20		$0.00		$0.00
Pipe 1 1/4" Copper	Copper tubing, type k Size1.25	LN FT	Y		50		$0.00		$0.00
Pipe 1 1/4" Sch40	Pipe, water 1.25' SCH40 (10' Stick)	LN FT	Y		20		$0.00		$0.00
Pipe 10"	10" SDR26 Sewer Pipe	LN FT	Y		100		$0.00		$0.00
Pipe 10" C900	Pipe, water C900 Size 10" (20" Stick)	LN FT	Y		100		$0.00		$0.00
Pipe 12"	12" SDR26 Sewer Pipe	LN FT	Y		100		$0.00		$0.00
Pipe 12" C900	Pipe, water C900 Size 12" (20' Stick)	LN FT	Y		400		$0.00		$0.00
Pipe 15"	15" SDR26 Sewer Pipe, (14' Stick)	LN FT	Y		80		$0.00		$0.00
Pipe 16" C900	Pipe, water C900 Size 16" (20' Stick)	LN FT	Y		40		$0.00		$0.00
Pipe 18"	18 SDR 26 Sewer Pipe	LN FT	Y		20		$0.00		$0.00
Pipe 18" C900	Pipe, water C900 Size 18" (20ft Stick)	FOOT	Y		20		$0.00		$0.00
Pipe 2" Poly	2X100' CTS PE Tubing 200 PSI	FOOT	Y		100		$0.00		$0.00
Pipe 20" C900	Pipe, water C900 Size 20" (20' Stick)	LN FT	Y		20		$0.00		$0.00
Pipe 3/4" Copper	3/4 " copper tubing type k size .75	LN FT	Y		600		$0.00		$0.00
Pipe 3/4" Poly	3/4" Poly Pipe	LN FT	Y		200		$0.00		$0.00
Pipe Patch 06"x24" W	6"X24" Pipe Patch Kit	EA	N	SOURCE ONE	2		$0.00		$0.00
Pipe Patch 06"x48" W	6"x48" Pipe Patch Kit	EA	N	SOURCE ONE	2		$0.00		$0.00
Pipe Patch 08"x24" W	8"x24" Pipe patch Kit	EA	N	SOURCE ONE	2		$0.00		$0.00
Pipe Patch 08"x48" W	8" X 48" Pipe Patch Kit	EA	N	SOURCE ONE	4		$0.00		$0.00
Pipe Patch 10"x24" W	10"x24" Pipe Patch Kit	ea	N	SOURCE ONE	1		$0.00		$0.00
Pipe Patch 10"x48" W	10"X48" Pipe Patch Kit	EA	N	SOURCE ONE	1		$0.00		$0.00
Pipe Patch 12"x24" W	12"X24" Pipe Patch Kit	EA	N	SOURCE ONE	1		$0.00		$0.00
Pipe Patch 12"x48" W	12"x48" Pipe Patch Kit	EA	N	SOURCE ONE	2		$0.00		$0.00
Plug 01" Brass	Plug, brass Size1 IP	EA	Y		10		$0.00		$0.00
Plug 01" CC Brass	Plug, brass, cc Size1	EA	Y		30		$0.00		$0.00
Plug 04" MJ	Plug, mj Size4	EA	Y		6	$69.60	$417.60	$58.27	$349.62
Plug 04" Sewer SDR35	Sewer Service Plug 04"	EA	Y		15		$0.00		$0.00
Plug 04" w/02" Out	Plug, mj w/2" outlet Size4	EA	Y		10	$115.37	$1,153.66	$87.91	$879.10
Plug 06" MJ	Plug, mj Size6	EA	Y		4	$128.24	$512.98	$94.56	$378.24
Plug 06" Sewer SDR35	Sewer Plug 06 SDR35	EA	Y		2		$0.00		$0.00
Plug 06" w/02" Out	Plug, w/2" outlet Size6	EA	Y		10	$172.71	$1,727.11	$125.73	$1,257.30
Plug 08" Gripper	08" Gripper Plug	EA	Y		3		$0.00		$0.00
Plug 08" MJ	Plug, mj Size8	EA	Y		4	$186.24	$744.96	$168.16	$672.64
Plug 08" Sewer Sdr35	8" sewer plug SDR35	EA	Y		2		$0.00		$0.00
Plug 08" w/02" Out	Plug w/2" inch outlet Size 8	EA	Y		4	$207.71	$830.84	$197.29	$789.16
Plug 10" MJ	Plug, mj Size10	EA	Y		1	$318.36	$318.36	$246.36	$246.36
Plug 12" Gripper	12" Gripper plug sewer	EA	Y		1		$0.00	$410.00	$410.00
Plug 12" MJ	Plug, mj Size12	EA	Y		2	$324.80	$649.60	$324.56	$649.12
Plug 12" w/02" Out	Plug, mj x 2 ip Size12	EA	Y		2	$368.62	$737.24	$354.71	$709.42

Plug 16" MJ	Plug MJ Size 16"	EA	Y		1	$857.11	$857.11	$620.00	$620.00
Plug 16" w/02" Out	Plug MJ w/ 2" Outlet Size 16	EA	Y		1	$901.58	$901.58	$650.00	$650.00
Plug 18" MJ	Plug MJ Size 18	EA	Y		1	$1,097.49	$1,097.49	$800.00	$800.00
Plug 20" MJ	Plug MJ Size 20	EA	Y		1	$1,419.71	$1,419.71	$1,030.00	$1,030.00
Plug 20" w/ 02" Out	20x2 MJ Tapt Plug (I) Cp Di C153	EA	Y		1	$1,414.56	$1,414.56	$1,080.00	$1,080.00
Plug 3/4" Brass	3/4 Brass SQ Head Cored Plug	EA	Y		30		$0.00		$0.00
Plug 3/4" Brass IP	Plug, brass, ip Size 3/4	EA	Y		10		$0.00		$0.00
Plug 30" MJ	Plug MJ Size 30	EA	Y		1		$0.00		$0.00
Proselect	Self Leveling Proselect Sealant	EA	N	PROSELECT	20		$0.00		$0.00
Ram-nek 1" (Kent Sl)	Kent Seal (14.5 LF per Roll) - 1 box = 8 rolls	ROLL	Y	HAWK SEAL	50		$0.00		$0.00
Reducer 02"x3/4" Bra	2x3/4" Brass Bell Reducer No Lead	EA	Y		5		$0.00		$0.00
Reducer 06"x03"	Reducer 6" x 3"	EA	Y		1	$164.98	$164.98	$125.50	$125.50
Reducer 06"x04"	Reducer, fl Size6 x 4	EA	Y		3	$288.07	$864.21	$227.45	$682.35
Reducer 08"x06" flg	Reducer flg x flg 8" x 6"	EA	Y		1	$470.44	$470.44	$361.50	$361.50
Reducer 08"x06" mj	Reducer mj 8"x6"	EA	Y		2	$187.53	$375.06	$140.00	$280.00
Reducer 10"x6"	Reducer 10" x 6"	EA	Y		1	$259.71	$259.71	$190.50	$190.50
Reducer 10"x8"	Reducer 10" x 8"	EA	Y		2	$284.84	$569.68	$212.50	$425.00
Reducer 12"x8"	Reducer 12" x 8"	EA	Y		2	$322.87	$645.74	$239.50	$479.00
Reducer 20"x18"	Reducer 20"MJ x 18" Spigot	EA	Y		1	$1,634.31	$1,634.31	$1,290.50	$1,290.50
Reducer 24"x20"	Reducer 24"x20" MJ	EA	Y		1	$2,412.80	$2,412.80	$1,799.00	$1,799.00
Reducer 30"x12"	Reducer 30"Spigot x 12" MJ	EA	Y		1		$0.00		$0.00
SealGuard II	SealGuard II Reorder Kit - 1 kit = 6 tubes	EA	N	SEALGUARD II	20		$0.00		$0.00
Solid Slv 03" Short	Solid sleeve, short size3	EA	Y		1	$94.09	$94.09	$69.00	$69.00
Solid Slv 04" Long	Solid sleeve, long Size4	EA	Y		2	$117.93	$235.86	$88.00	$176.00
Solid Slv 04" Short	Solid sleeve, short Size4	EA	Y		2	$90.87	$181.74	$68.00	$136.00
Solid Slv 06" Long	Solid sleeve, long Size6	EA	Y		2	$206.87	$413.74	$152.00	$304.00
Solid Slv 06" PVC	Solid sleeve, pvc Size6	EA	Y		2		$0.00		$0.00
Solid Slv 06" Short	Solid sleeve, short Size6	EA	Y		2	$148.87	$297.74	$110.00	$220.00
Solid Slv 08" Long	Solid sleeve, long Size8	EA	Y		2	$324.80	$649.60	$236.00	$472.00
Solid Slv 08" Short	Solid sleeve, short Size8	EA	Y		2	$211.38	$422.76	$155.00	$310.00
Solid Slv 10" Long	Solid Sleeve, long Size 10	EA	Y		2	$384.09	$768.18	$280.00	$560.00
Solid Slv 10" Short	Solid sleeve, short Size10	EA	Y		2	$366.04	$732.08	$270.00	$540.00
Solid Slv 12" Long	Solid sleeve, long Size12	EA	Y		2	$500.09	$1,000.18	$365.00	$730.00
Solid Slv 16"	Solid sleeve Size16	EA	Y		2	$955.71	$1,911.42	$695.00	$1,390.00
Solid Slv 16" Long	Solid Sleeve, long Size 16	EA	Y		2	$982.13	$1,964.26	$715.00	$1,430.00
Solid Slv 18" Long	Solid sleeve, long size18	EA	Y		2	$1,392.64	$2,785.28	$1,100.00	$2,200.00
Solid Slv 20" MJ	20 MJ L/P Sleeve (I) Cp Di C153	EA	Y		2	$1,684.58	$3,369.16	$1,300.00	$2,600.00
Solid Slv 24" Long	Solid sleeve, long size24	EA	Y		2	$2,030.64	$4,061.28	$1,600.00	$3,200.00
Solid Slv 30" Long	Solid sleeve, long size30	EA	Y		2	$4,561.38	$9,122.76	$3,600.00	$7,200.00
Swr Inside Drop Bowl 6"	Inside Manhole Drop Bowl size 6	EA	Y	Reliner	2		$0.00		$0.00
Swr Inside Drop Bowl 8"	Inside Manhole Drop Bowl size 8	EA	Y	Reliner	2		$0.00		$0.00

Swr Inside Drop Bowl 10"	Inside Manhole Drop Bowl size 10	EA	Y	Reliner	2		$0.00		$0.00
Swr Inside Drop Bowl 12"	Inside Manhole Drop Bowl size 12	EA	Y	Reliner	2		$0.00		$0.00
T 01" flx3/4"fl serv	Tee, Service Size1 fl x 3/4 fl	EA	Y		8		$0.00		$0.00
T 01"x01"x01"	Tee, service Size1" X 1" X 1"	EA	Y		6		$0.00		$0.00
T 01"x01"x01" Comp.	Tee, size 1x1x1 Compression	EA	Y		4		$0.00		$0.00
T 01"x01"x3/4" Comp	01"x01"x3/4" Compression Tee	EA	Y		10		$0.00		$0.00
T 02" Sch40	Tee 2" S40 pvc HxH	EA	Y		2		$0.00		$0.00
T 03"x03" Sch40	Tee 3x3 S40 pvc HxH	EA	Y		2		$0.00		$0.00
T 04"x04"x04"	Tee, mj Size4	EA	Y		3	$197.84	$593.52	$150.00	$450.00
T 04"x04"x04" Flg	04"x04"x04" Flange Tee	EA	Y		2	$322.22	$644.44	$235.00	$470.00
T 06"X06"x04"	Tee, mj di Size 6 x 4	EA	Y		2	$319.64	$639.28	$233.00	$466.00
T 06"x06"x06"	Tee, mj Size6 x 6 x 6	EA	Y		2	$317.71	$635.42	$238.00	$476.00
T 08"x08"x06"	Tee, mj Size8 x 8 x 6	EA	Y		3	$393.76	$1,181.27	$290.00	$870.00
T 08"x08"x08"	Tee, mj Size 8 x 8 x 8	EA	Y		2	$476.24	$952.48	$345.00	$690.00
T 10"x10"x06"	10x6 MJ Tee (I) CP Di C153	EA	Y		1	$502.67	$502.67	$370.00	$370.00
T 10"x10"x06" fl	Tee 10"mj x 10"mj x 6"flg	EA	Y		1	$790.09	$790.09	$580.00	$580.00
T 10"x10"x08" mj	Tee 10"x10"x8"mj	EA	Y		1	$588.38	$588.38	$435.00	$435.00
T 10x10x10	10x10 MJ Tee (I) CP DI C153	EA	Y		1	$672.16	$672.16	$499.00	$499.00
T 12"x12"x06"	Tee, fl, di Size12 x 12 x 6	EA	Y		2	$1,765.78	$3,531.55	$1,300.00	$2,600.00
T 12"x12"x08"	Tee, mj, di Size12 x 12 x 8	EA	Y		2	$732.09	$1,464.18	$550.00	$1,100.00
T 16"x16"x08" mj	Tee, mj di Size16x16x08	EA	Y		2	$1,419.07	$2,838.13	$1,075.00	$2,150.00
T 20"x20"x16" mj	Tee, mj di Size 20x20x16	EA	Y		1	$2,874.22	$2,874.22	$2,200.00	$2,200.00
T 3/4" fl	Tee 3/4" Flare Brass	EA	Y		20		$0.00		$0.00
T 3/4"x01" Comp	3/4x1" T444-334NL CTS TEE NO Lead	EA	Y		10		$0.00		$0.00
T 3/4"x3/4"x01" fl	Tee 3/4"x3/4"x01" Flare Brass	EA	Y		10		$0.00		$0.00
T 3/4"x3/4"x3/4" Ser	74760-22 3/4 TEE CTS NL	EA	Y		10		$0.00		$0.00
T 3/4"x3/4"x3/4"comp	Tee 3/4"x3/4"x3/4" Compression Brass T444-333NL	EA	Y		10		$0.00		$0.00
T 30"x30"x30"	Tee, fl di Size 30x30x30	EA	Y		1	$10,570.18	$10,570.18	$8,500.00	$8,500.00
Tap Clmp 04"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5		$0.00		$0.00
Tap Clmp 04"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	4		$0.00		$0.00
Tap Clmp 04"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	2		$0.00		$0.00
Tap Clmp 06"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	50		$0.00		$0.00
Tap Clmp 06"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Tap Clmp 06"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Tap Clmp 08"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	200		$0.00		$0.00
Tap Clmp 08"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Tap Clmp 08"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	25		$0.00		$0.00
Tap Clmp 10"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5		$0.00		$0.00
Tap Clmp 10"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5		$0.00		$0.00
Tap Clmp 10"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5		$0.00		$0.00
Tap Clmp 12"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	50		$0.00		$0.00

Tap Clmp 12"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10		$0.00		$0.00
Tap Clmp 12"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	30		$0.00		$0.00
Tap Sdl 02"x01"	Tapping saddle w/ 1" cc outlet Size2	EA	Y	AY MCD.	1		$0.00		$0.00
Tap Sdl 02"x3/4"	Tapping saddle w/ 3/4" cc Size2	EA	Y	AY MCD.	1		$0.00		$0.00
Tap Sdl 03"x01"	Tapping saddle w/ 1" cc Size 3 brass	ea	Y	AY MCD.	1		$0.00		$0.00
Tap Sdl 03"x3/4"	Tapping saddle w/ 3/4" cc Size 4	EA	Y	AY MCD.	2		$0.00		$0.00
Tap Sdl 04"x01"	Tapping saddle w/ 1" cc for C900 Size4 & DIP	EA	Y	AY MCD.	1		$0.00		$0.00
Tap Sdl 04"x01"thinw	Tapping Saddle 04"x01" thinwall NOT C900	EA	Y	AY MCD.	2		$0.00		$0.00
Tap Sdl 04"x3/4"	Tapping Saddle 04"x3/4" C900	EA	Y	AY MCD.	10		$0.00		$0.00
Tap Sdl 06"x01"	Tapping saddle w/ 1" cc for C900	EA	Y	AY MCD.	10		$0.00		$0.00
Tap Sdl 06"x01"thinw	Tapping Saddle w/ 1"cc Thinwall	EA	Y	AY MCD.	2		$0.00		$0.00
Tap Sdl 06"x02"	Tapping Saddle w/ 2"cc for C900	EA	Y	AY MCD.	10		$0.00		$0.00
Tap Sdl 06"x3/4"	Tapping saddle w/ 3/4 cc Size6	EA	Y	AY MCD.	50		$0.00		$0.00
Tap Sdl 06"x3/4"cc T	Tapping Saddle w/ 3/4"cc Thinwall	EA	Y	AY MCD.	3		$0.00		$0.00
Tap Sdl 08"x01"	Tapping saddle w/ 1" cc for C900 Size8	EA	Y	AY MCD.	6		$0.00		$0.00
Tap Sdl 08"x02"	Tapping saddle w/02" cc for C900 Size 8	EA	Y	AY MCD.	30		$0.00		$0.00
Tap Sdl 08"x3/4"	Tapping saddle w/ 3/4" cc for C900 Size 8 BSWW 3895 8X3	EA	Y	AY MCD.	350		$0.00		$0.00
Tap Sdl 08"x3/4" Not C900	Tapping Saddle w 3/4" cc for Sch40/class 200	EA	Y	AY MCD.	5		$0.00		$0.00
Tap Sdl 12"x3/4"	Tapping saddle w 3/4" cc Size 12	EA	Y	AY MCD.	10		$0.00		$0.00
Tap Sdl 12"x3/4" IP	Tapping saddle w/ 3/4" size 12 IP	EA	Y	AY MCD.	2		$0.00		$0.00
Tee 06"x"06"x04"	6"x6"x4" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 06"x06"x06"	6"x6"x6" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 08"x08"x04"	8"x8"x4" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 08"x08"x06"	8"x8"x6" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 08"x08"x08"	8"x8"x8" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 10"x10"x04"	10"x10"x4" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 10"x10"x06"	10"x10"x6" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 12"x12"x04"	12"x12"x4" Gasketed Tee	EA	Y		2		$0.00		$0.00
Tee 12"x12"x06"	12"x12"x6" Gasketed Tee	EA	Y		2		$0.00		$0.00
Valve Ang Ball 2"	BFA13-777wNL 2" Ang Ball Meter valve FIPxMF NL	EA	Y	AY MCD.	4		$0.00		$0.00
Valve Stem Ext 1'	Valve Stem Extension - 1'	EA	Y		10		$0.00		$0.00
Valve Stem Ext 2'	Valve Stem Extension - 2'	EA	Y		10		$0.00		$0.00
Valve Stem Ext 3'	Valve Stem Extension - 3'	EA	Y		10		$0.00		$0.00
Valve Stem Ext 4'	Valve Stem Extension - 4'	EA	Y		5		$0.00		$0.00
Valve Stem Ext 5'	Valve Stem Extension - 5'	EA	Y		5		$0.00		$0.00
Valve Stem Ext 6'	Valve Stem Extension - 6'	EA	Y		2		$0.00		$0.00
VB Lid 06" Mushroom	59L06W 6" Mushroom Lid	EA	Y		2		$0.00		$0.00
VB Lid 2194	2194 Valve Box Lid	EA	Y		100		$0.00		$0.00
VB Ring 2194	2194 Valve Box Ring	EA	Y		25		$0.00		$0.00
VB Ring 2195	2195 Valve Box Frame Only	EA	Y		75		$0.00		$0.00
VB Riser Rng 01"	VB Riser Rngs Size 1"	EA	Y		50		$0.00		$0.00

VB Riser Rng 02"	VB Riser Rngs Size 2"	EA	Y		50		$0.00		$0.00
VB Riser Rng 03"	VB Riser Rngs Size 3"	EA	Y		25		$0.00		$0.00
VB Riser Rng 04"	VB Riser Rngs Size 4"	EA	Y		25		$0.00		$0.00
VB Riser Rng 06"	VB Riser Rngs Size 6"	EA	Y		10		$0.00		$0.00
VB Screw Type Riser	69 tyler Screw Type Adj Riser	EA	Y		2		$0.00		$0.00
VB Throat Riser	69-A CI Adj Slip Vlv Box Throat Riser	EA	Y		2		$0.00		$0.00
Vlv 01" Air Relief	01" ARI S-050 Water ARV	EA	Y		50		$0.00		$0.00
Vlv 01" Ball	1" SS Threaded Ball Valve	EA	Y		50		$0.00		$0.00
Vlv 02" Air Rel GA	2" GA Sewer Air/Vac Valve 60448	EA	Y		2		$0.00		$0.00
Vlv 02" Air Relief	2" ARI Sewer Air/Vac Valve	EA	Y		2		$0.00		$0.00
Vlv 02" Ball	2" SS Ball Valve	EA	Y		15		$0.00		$0.00
Vlv 02" MJxMJ	Valve, mj x mj Size2	EA	Y		1		$0.00		$0.00
Vlv 02" Thrd AFC	Valve, 2" AFC 2502SS Thrd RW GV OL	EA	Y		10		$0.00		$0.00
Vlv 03" Air Rel.	Val-Mat 49A.2 Air Release Valve	EA	Y		2		$0.00		$0.00
Vlv 03" Ball SS	3 SS Stainless Steel Ball Valve	EA	Y		5		$0.00		$0.00
Vlv 03" MJxMJ	3" MJ Valve	EA	Y		1		$0.00		$0.00
Vlv 04" Air Rel.	Val-Mat 49A.3 Air Release Valve	EA	Y		1		$0.00		$0.00
Vlv 04" Flg x Flg Wheel	04" valve flgxflg wheel	EA	Y		2		$0.00		$0.00
Vlv 04" MJ Wheel	04" MJ Wheel Valve	EA	Y		2		$0.00		$0.00
Vlv 04" MJ X Flg	4" Gate Valve MJ x Flange	EA	Y		2		$0.00		$0.00
Vlv 04" MJxMJ	Valve, gate mj x mj Size4	EA	Y		10		$0.00		$0.00
Vlv 06" MJxMJ	Valve, gate mj x mj Size 6 with accessories	EA	Y		10		$0.00		$0.00
Vlv 08" MJxMJ	Valve, gate mj x mj Size8	EA	Y		10		$0.00		$0.00
Vlv 1/2" Ball	Brass Treaded Ball Valve 1/2"	EA	Y		1		$0.00		$0.00
Vlv 10" MJxMJ	Valve, gate mj x mj Size 10	EA	Y		1		$0.00		$0.00
Vlv 12" AVK DI MJ GT	12" AVK #65 DI MJ GT Vlv	EA	Y		4		$0.00		$0.00
Vlv 12" Butterfly	Valve, butterfly Size12 mj	EA	Y		4		$0.00		$0.00
Vlv 12" Butterfly Flg	Valve, butterfly Size12 flg	EA	Y		1		$0.00		$0.00
Vlv 16" Butterfly MJxFlg	Valve, Butterfly Size16 mj x flg	EA	Y		1		$0.00		$0.00
Vlv 16" Butterfly MJxMJ	Valve, butterfly Size 16 mj	EA	Y		1		$0.00		$0.00
Vlv 16" Flow Control	Flow control valve (rplcmt for HS) Size16 - FACIL	EA	Y		1		$0.00		$0.00
Vlv 16" MJxMJ	Valve, gate mj x mj Size 16	EA	Y		1		$0.00		$0.00
Vlv 20" Butterfly MJxMJ	Valve , Butterfly Size 20 mj	EA	Y		1		$0.00		$0.00
Vlv 24" Butterfly MJxMJ	Valve, Butterfly Size 24 mj	EA	Y		1		$0.00		$0.00
Vlv 3/4" Air Relief	3/4" ARI S-050 Water Arv	EA	Y		5		$0.00		$0.00
Vlv 3/4" Ball SS	3/4" SS Ball Valve	EA	Y		25		$0.00		$0.00
Vlv Ball 01" Brass	1" Brass Ball Valve	EA	Y		10		$0.00		$0.00
Wye 04"x04"x04"	4x4x4 Wye	EA	Y		2		$0.00		$0.00
Wye 06"x06"x04"	6"x6"x4" Gasketed Wye	EA	Y		4		$0.00		$0.00
Wye 06"x06"x06"	6"x6"x6" Gasketed Wye	EA	Y		3		$0.00		$0.00
Wye 08"x08"x04"	8"x8"x4" Gasketed Wye	EA	Y		12		$0.00		$0.00

Wye 08"x08"x06"	8"x8"x6" Gasketed Wye	EA	Y		3		$0.00		$0.00
Wye 08"x08"x08"	8"x8"x8" Gasketed Wye	EA	Y		3		$0.00		$0.00
Wye 10"x10"x04"	10"x10"x4" Gasketed Wye	EA	Y		2		$0.00		$0.00
Wye 10"x10"x06"	10"x10"x06" Gasketed Wye	EA	Y		1		$0.00		$0.00
Wye 12"x12"x04"	12"x12"x4" Gasketed Wye	EA	Y		10		$0.00		$0.00
Wye 12"x12"x06"	12"x12"x6" Gasketed Wye	EA	Y		1		$0.00		$0.00
Wye 15"x15"x06"	15"x15"x06" Gasketed Wye	EA	Y		2		$0.00		$0.00
XSEAL SG-X -12	SEWER SEAL	EA	N	XSEAL	20		$0.00		$0.00
Yoke Bar 01"	Yoke Bar 1"	EA	Y	AY MCD.	15		$0.00		$0.00
Yoke Bar 3/4" Str	Yoke bar, straight .75 x 9"	EA	Y	AY MCD.	10		$0.00		$0.00
Yoke Bar 3/4""	Yoke Bar .75" BSWW 5/8X3/4 Iron Yoke	EA	Y	AY MCD.	350		$0.00		$0.00
Yoke Bar 5/8"	Yoke Bar for 5/8" x 5/8" meter	EA	Y	AY MCD.	6		$0.00		$0.00
Yoke L 01"	Yoke L 1" (bend with drain)	EA	Y	AY MCD.	20		$0.00		$0.00
Yoke L 3/4"	Yoke L .75" (Bend with drain)	EA	Y	AY MCD.	350		$0.00		$0.00
Yoke L 3/4" Comp	L92-23DNL 5/8x3/4 90 Mtrxcf w/ dr no lead	EA	Y	AY MCD.	30		$0.00		$0.00
TOTAL COST						$134,105.09		$108,416.84	

EXHIBIT B
SUBSTITUTION/EQUAL REQUEST FORM

~~~ INTENTIONALLY OMMITTED ~~~

EXHIBIT C

LICENSE/DBE/WBE STATUS/SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

1. Provide copies of Professional Licenses/Certificates as required by the Specifications in Exhibit A

2. Has your firm been certified by any jurisdiction in Missouri as a minority or woman owned business enterprise?
   Yes ___ No X
   If yes, please provide details and documentation of the certification.

3. Has your firm been certified by the State of Missouri, pursuant to Section 34.074, RSMo, as a Missouri Service Disabled Veteran Business Enterprise? Yes ___ No X
   If yes, please provide documentation of the certification.

EXHIBIT D
REFERENCES

Provide the following information for three clients for whom Bidder has provided Services of **similar size and scope** within the past 36 months. ***These references will be checked***. Please ensure all information is accurate and current. Failure to provide three accurate and suitable references may result in disqualification.

1. Company: City of Independence
   Address: Accounting Division P.O. Box 1019
   City/State/Zip Code: Independence, MO 64051
   Contact: Richelieu Sese
   Telephone: 816-325-7000
   Email: RSESE@Indepmo.org

2. Company: City of Columbia
   Address: Finance/Accounts payable Div P.O. Box 7236
   City/State/Zip Code: Columbia, MO, 65205
   Contact: Brittany Coleman
   Telephone: 573-874-7376
   Email: brittany.coleman@como.gov

3. Company: City of Blue Springs
   Address: 903 W Main st
   City/State/Zip Code: Blue Springs, MO 64015
   Contact: Jeff mock
   Telephone: 816-228-0110
   Email: JMOCK@blue springs gov.com

EXHIBIT E

Acknowledgement of Addenda received, if any

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Change Order #2 to the existing design contract (PO#25000453) with Burns & McDonnell for a revised contract amount not to exceed $976,012, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Truman Connected Phase II Project (No. 112401).

Recommendations:

Council approval is recommended.

Background:

The Truman Connected Phase II Project (No. 112401) was originally scoped to assume the proposed improvements would consist of on-street multimodal lanes on both sides of the road, which would reduce the vehicular driving lanes from four to three. However, through public feedback, the project was revised to limit the vehicular lane reduction only to the impacted area near the intersection of Sterling Ave. & Sheley Rd. to allow for the construction of a roundabout. Additionally, the two on-street multimodal lanes were reduced to one off-street multimodal lane. This modification to the project, which now includes an 8-foot-wide shared-use path outside the roadway boundary, increased the number of impacted parcels from 20 to 178.

Staff has negotiated a scope and fee for the additional engineering services necessary to survey and develop legal descriptions and exhibits for the additional parcels for an amount not to exceed $118,212.

Original Design Contract:	$844,876
Change Order #1:	$ 12,924
Change Order #2	$118,212
New Contract Total:	$976,012

This project is the second phase of the Truman Connected Plan, which will connect to the end of the Phase I trail at Winner Road and Sterling Avenue and continue along Sterling Avenue south to US 40 Highway. A unique feature of this project is the intention to remove the traffic signals at the Sterling Avenue and Sheley Road intersection to be replaced with a roundabout.

This project has been awarded federal grant funding from the Mid-America Regional Council's (MARC) Congestion Mitigation Air Quality (CMAQ) fund in the amount of $719,085, as well as the Carbon Reduction Program (CRP) in the amount of $3,500,000.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $1,073,613.20, including a ten percent (10%) contingency, subject to budget approval. Funding for the Truman Connected Phase 2 Project (No. 112401) is included in the Fiscal Year 2024-2025 budget, on page number 203, in account number 112401-C-0517051-5406. This project is grant-reimbursable for up to $4,219,085 in federal funds through CMAQ and CRP.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Scope of Service - CO#2 - Truman Connected Phase 2 - Project No. 112401
2. Project Location - Truman Connected Phase II

April 28, 2026

Adi Al-Smadi, PE
Project Manager
City of Independence, Missouri
17221 E. 23rd Street
Independence, MO 64057

RE: Truman Connected Phase 2 — Supplemental Acquisition Services.

Dear Mr. Al-Smadi,

Please find attached the previously discussed supplemental work proposal for Truman Connected Phase 2.

As originally scoped, the Truman Connected Phase 2 project would largely consist of a road diet with on-street multi-modal facilities. Through public outreach, the project was revised to limit the road diet segment to the vicinity of Sheley Road, with additional off-street accommodations provided for the rest of the project. This change in scope increased the number of impacted parcels from the originally scoped 20 to 178. This is in large part due to the addition of the 8-foot-wide shared-use path

Most of this effort will be to develop legal descriptions and exhibits by our surveying partner, Atlas. The costs of this are included in the attached supplemental proposal.

We look forward to working with you and the entire team. If you have any questions, please get in touch with me at (816) 363-7231, rwilliams@burnsmcd.com

Sincerely,

Burns & McDonnell Engineering Company, Inc.

Ronnie Williams

Ronnie Williams, PE, PTOE
Project Manager
816-363-7231
rwilliams@burnsmcd.com

TRUMAN CONNECTED PHASE 2 - Supplemental #2

		Project Manager	Staff Roadway Engineer	Assistant Roadway Engineer	Senior Traffic Engineer	Staff Traffic Engineer	Assistant Outreach Secialist	Labor Hours	Labor Cost
Staff Name		R. Williams	S. Gilliam	T. Wilkerson	E. Widder	J. Hartman	M. Vanderburg		
Bill Rate		$ 266.00	$ 188.00	$ 143.00	$ 188.00	$ 166.00	$ 104.00		
Task No.	**Description**								
Misc.	**Additional Design Related Tasks**	**0.0**	**32.0**	**72.0**	**0.0**	**0.0**	**0.0**	**104.0**	**$ 16,312.00**
2.00.A	Additional Alternatives Analysis		16.0	16.0				32	$ 5,296.00
3.01.A	Additional ROW Plans (20 Parcels vs 178 Parcels)			20.0				20	$ 2,860.00
4.01.A	Additional Retaining Wall Profile Design			20.0				20	$ 2,860.00
7.03.A	Additional Cultural Resources Documentation		16.0	16.0				32	$ 5,296.00
	Total Labor Hours:	**0.0**	**32.0**	**72.0**	**0.0**	**0.0**	**0.0**	**104.0**	**16312.0**
	Bill Rate:	**$ 266.00**	**$ 188.00**	**$ 143.00**	**$ 188.00**	**$ 166.00**	**$ 104.00**		
	Total Labor Cost:	**$ -**	**$ 6,016.00**	**$ 10,296.00**	**$ -**	**$ -**	**$ -**		

Indirect Expenses	**Expense Subtotal**
Additional Exhibits & Descriptions (Atlas Land Surveying)	$ 101,900.00
Indirect Expense Total:	**$ 101,900.00**
Total Not to Exceed Amount:	**$ 118,212.00**

KS ENG COA: #3315
KS SUR COA: #363
MO ENG COA: #2022014084
MO SUR COA: #2022014231

ALC

ATLAS LAND CONSULTING
SURVEYING | ENGINEERING | DRONE | CAD
913-702-5073
14500 Parallel Road, Unit R, Basehor KS 66007

ANDREA@ALCONSULT-LLC.COM

April 23, 2026

SUBJECT: Sterling Road – Truman Connection Easement Change Order

Ronnie Williams
Burns & McDonnell
9400 Ward Pkwy
KCMO 64114

Thank you for the opportunity, we look forward to working on this project with you.

SCOPE OF WORK:

- Task 1:178 Permanent and Temporary Easement Descriptions and Exhibits $89,000.00
- Task 2: 58 Title Reports (Straight pass-through) $17,400.00
- Task 3: 115 Last Deed of Recorded $11,500.00

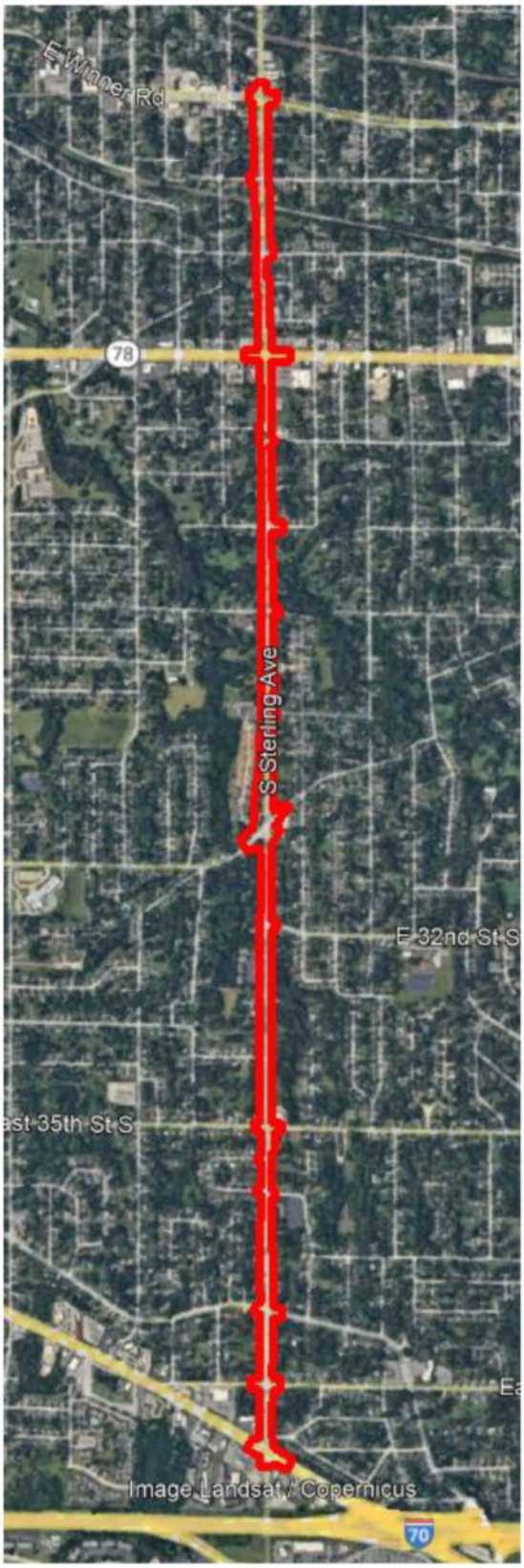
Total $117,900.00
Less Original Fee $16,000.00

Change Order Total: $101,900.00

AGREEMENT:

ROGER B. DILL, PS	DATE	RONNIE WILLIAMS	DATE
EVP		PROJECT MANAGER	
ATLAS LAND CONSULTING		BURNS AND MCDONNELL	

Project Location: Truman Connected Phase II



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to approve a design services contract with, and issue a purchase order to, Great River Associates for an amount not to exceed $118,100, and to authorizing future minor change orders up to ten percent (10%) of the authorized amount, E. Heidelberger Bridge over Fire Prairie Creek (No. 542601-8) as part of the GO Bond - Bridges Project (No. 542601).

Recommendations:

Council approval is recommended.

Background:

Staff issued a request for qualifications (RFQ #25021) from professional engineering firms that would be able to assist the City with various bridge maintenance and replacement projects throughout the City, which would be supported by the GO Bond.

Staff received proposals from the following firms:

- Alfred Benesch & Company (Benesch); partner with Kimley-Horn
- Great River Associates, Inc.
- LS Engineering (dba Cochran)
- SE3 LLC
- Veenstra & Kimm

After reviewing the qualifications packages, City Staff selected Great River Associates, Inc. as the engineer on record to perform the necessary replacement work on the E. Heidelberger Rd. Bridge over Fire Prairie Creek (No. 54260-8). This bridge is currently at the end of its useful life and is in need of replacement. Staff have negotiated a scope and fee not to exceed $118,100 for these design services.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $129,910, including a ten percent (10%) contingency. Expenses for the GO Bond - Bridges Project (No. 542601) will be tracked and reimbursed through account 542601-C-0547054-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Scope of Service - GRE - Heidelberger Bridge - Project No. 542601-8
2. Contract - Professional Services - GRE - E. Heidelberger Bridge - No. 542601-8
3. Heidelberger Rd Bridge - Location Map

5804.03 Agreement

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between

Great River Associates, Inc. (dba Great River Engineering)

Company address
2826 S. Ingram Mill Springfield, MO 65804

Company ID no.
-

Hereinafter referred to as
Consultant

AND

City of Independence
20201 E Jackson Dr
Independence, MO 64057
Hereinafter referred to as Client

Project:
Heidelberger Rd Bridge #2125037 over Branch of Fire Prairie Creek

---

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – "Scope of Services."

ARTICLE 2. CLIENT'S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – "Payments to Consultant for Services and Reimbursable Expenses."

Client shall provide Consultant with all criteria and full information as to Client's requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting

subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant's receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client's receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant's invoice, then:
(1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 <u>Opinions of Probable Construction Cost:</u>

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals,

bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the

Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

1. Workers' Compensation: Statutory
2. Employer's Liability
    1. Each Accident: $1,000,000
    2. Disease, Policy Limit: $1,000,000
    3. Disease, Each Employee: $1,000,000
3. General Liability
    1. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
    2. General Aggregate: $2,000,000
4. Automobile Liability

1. Bodily Injury, Each Accident: $1,000,000
2. Property Damage, Each Accident: $1,000,000

or

1. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: $1,000,000

5. Umbrella Liability: $2,000,000

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's

Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. **Percentage share of negligence.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of client, consultant, and all other negligent entities and individuals.

2. **Agreement not to claim for cost of certain change orders.** Client recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications, and other design documentation furnished by consultant or in the other professional services performed or furnished by consultant under this agreement ("covered change orders"). Accordingly, client agrees not to sue and otherwise to make no claim directly or indirectly against consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of covered change orders on a specific project unless the costs of such covered change orders exceed 5% of construction cost for that specific project, and then only for an amount in excess of such percentage. Any responsibility of consultant for the costs of covered change orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of covered change orders will not include any costs that client would have incurred if the covered change order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the contract documents and without any other error or omission of consultant related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, consultant is liable for the cost of covered change orders in excess of the percentage of construction cost stated above or for any other change order. Wherever used in this paragraph, the term consultant includes consultant's officers, directors, partners, employees, agents, and consultant's sub-consultants. Client further agrees not to sue and otherwise to make no claim directly or indirectly against consultant with respect to any covered change order not in excess of such percentage stated above, and client agrees to hold consultant harmless from and against any suit or claim made by the contractor relating to any such covered change order.

3. **Limitation of remedies.** Consultant's aggregate liability responsibility to client, including that of consultant's officers, directors, partners, agents, employees, and sub-consultants, is limited to $50,000 or the amount of consultant's fee under this agreement, whichever is less. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory related to consultant's services under this agreement and any continuation or extension of consultant's services. If client desires a higher limitation, consultant may agree, at client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in consultant's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by consultant and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the execution of this agreement.

4. **Waiver.** To the fullest extent permitted by law, client waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the project, against consultant and consultant's employees, officers, directors, agents, insurers, partners, and sub-consultants.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
   Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective sate of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services"

Exhibit B, “Payments to Consultant for Services and Reimbursable Expenses"

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant’s and Client’s representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant’s signature, said offer of Agreement will be null and void.

Total Agreement: This Agreement constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Full name
Spencer Jones (Principal)

On behalf of
Great River Associates, Inc. (dba Great River Engineering)

Email
spencer@greatriv.com

IP Address
-

Signature will appear here

On behalf of:
City of Independence

_____ Date: _____

Zachary Walker
City Manager

EXHIBIT A
SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

PRELIMINARY ENGINEERING - The Consultant will:

- For the below Schedule of Deliverables, it is assumed that a maximum of two (2) rounds of revisions will occur per deliverable following receipt of comments from Client.
  - Preliminary civil plans and preliminary construction estimate to be submitted to the Client three (3) months after Notice to Proceed.
  - Right of Way Plans to be submitted to the Client three (3) months after approval of preliminary civil plans.
  - Final civil plans to be submitted to the Client six (6) months after approval of preliminary civil plans.
  - Final contract bidding docs to be submitted to the Client three (3) months from approval of final civil plans.
- Work with Client to assess needs for the project (Objective will be to replace existing bridge with a new single span structure).
- Attend virtual kick off meeting, hold monthly progress report meetings via video call with Client, and attend three (3) in person meetings with Client.
- Prepare and submit softmatch pre approval form to MoDOT.
- Conduct topographic, property and utility surveys sufficient to develop plans for the project.
- Conduct subsurface investigations. To conduct one (1) boring per bent and one (1) rock core for the project. The roadway and bridge will be closed for one day to perform this activity.
- Evaluate design alternatives, develop preliminary plans, and recommend to the Client the overall general design based on these studies.
- Contact known utility companies present within project limits and request relocation plan, if needed.
- Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
- Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and conveyance documents.
- *Property owner negotiations and ROW acquisitions are not included in this scope of work.*
- Submit Pre-construction Notification Form to the U.S. Army Corps of Engineers. *Wetland analysis is not included in this scope of work.*
- Submit Section 106 Review & Compliance Info Form to the Missouri Department of Natural Resources. *Phase I Cultural Resource Survey is not included in this scope of work.*
- Submit a Floodplain Development permit to the County Floodplain Administrator. *Submission of a no-rise certificate is not included in this scope of work.*
- Test for the presence of lead and asbestos.
- Obtain United States Fish and Wildlife (USF&W) and Missouri Department of Conservation (MDC) species list.
- Compile a Threatened and Endangered Species Report.
- Provide the Client with completed plans, specifications, and cost estimates for the purpose of obtaining construction authorization.
- Assist the Client in advertising for bids.
- *It is assumed that a pre-bid meeting will not be held for this project*
- Attend the bid opening and provide a recommendation of award.
- Aid the Client in answering contractor questions regarding the plans and prepare addenda, if needed.

PART 2 – ADDITIONAL SERVICES
Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.1 C*ompensation For Basic Services – Standard Hourly Rates Method of Payment*

Client shall pay Consultant for Basic Services set forth in Exhibit A on an hourly basis as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.

2. The total compensation for Basic Services is **not to exceed $118,100.00.**

3. Total compensation is based on the following distribution:

Site Assessment	$26,550
Preliminary Design and ROW Documents	$27,000
Final Civil and Structural Design	$51,650
Bidding Documents and Bidding	$12,900

4. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant.

3. Standard Hourly rates as of the effective date of the Agreement are:

Administrative 1	$45		Inspector 5	$120
Administrative 2	$60		Inspector 6	$135
Administrative 3	$75		Inspector 7	$150
Administrative 4	$90		Inspector 8	$165
Administrative 5	$110		Inspector 9	$180
Administrative 6	$125		Inspector 10	$195

Administrative 7	$140		Inspector 11	$210
Administrative 8	$150		Inspector 12	$240
Administrative 9	$165		Land Surveyor 1	$60
Administrative 10	$180		Land Surveyor 2	$85
Driller 1	$125		Land Surveyor 3	$100
Driller 2	$150		Land Surveyor 4	$110
Driller 3	$175		Land Surveyor 5	$130
Driller 4	$200		Land Surveyor 6	$150
Driller 5	$205		Land Surveyor 7	$165
Drone Pilot 1	$275		Land Surveyor 8	$180
Drone Pilot 2	$290		Land Surveyor 9	$195
Drone Pilot 3	$310		Land Surveyor 10	$210
Drone Pilot 4	$330		Land Surveyor 11	$225
Drone Pilot 5	$350		Land Surveyor 12	$240
Drone Pilot 6	$370		Land Surveyor 13	$255
Engineer 1	$95		Landscape Architect 1	$120
Engineer 2	$105		Landscape Architect 2	$130
Engineer 3	$130		Landscape Architect 3	$145
Engineer 4	$145		Landscape Architect 4	$160
Engineer 5	$155		Landscape Architect 5	$175
Engineer 6	$165		Landscape Architect 6	$190
Engineer 7	$175		Landscape Architect 7	$205
Engineer 8	$190		Landscape Architect 8	$220
Engineer 9	$210		Landscape Architect 9	$235
Engineer 10	$230		Landscape Architect 10	$250

Engineer 11	$250		Landscape Architect 11	$265
Engineer 12	$270		Technician 1	$75
Engineer 13	$290		Technician 2	$95
Engineer 14	$310		Technician 3	$105
Engineer 15	$330		Technician 4	$115
Engineer 16	$345		Technician 5	$130
Engineer 17	$360		Technician 6	$145
Geologist 1	$150		Technician 7	$155
Geologist 2	$165		Technician 8	$170
Geologist 3	$185		Technician 9	$185
Geologist 4	$200		Technician 10	$205
Inspector 1	$75		Technician 11	$220
Inspector 2	$85		Technician 12	$235
Inspector 3	$95		Technician 13	$250
Inspector 4	$110			

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.

2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.

2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.

3. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

4. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.

5. For purposes of the following notice required by Missouri law, “contractor” means Consultant.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC’S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR “LIEN WAIVERS” FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Attachment B
Summary of Estimated Costs
Engineering Services

Preliminary Engineering					
Total Direct Salaries:		Hours	Rate	Cost	
	Engineer	350	$ 50.00	$ 17,500.00	
	Administrative	57	$ 25.00	$ 1,425.00	
	Surveyor	105	$ 33.00	$ 3,465.00	
	Geotechnical Technician	105	$ 27.00	$ 2,835.00	
	Drafting Technician	225	$ 40.00	$ 9,000.00	
	Total	**842**		**$ 34,225.00**	
Overhead Rate		196.16%		**$ 67,135.76**	
Fixed Fee		14.48%		**$ 14,677.04**	
FCCM Rate		1.14%		**$ 390.17**	
Reimbursables:		Each	Rate	Cost	
	Subconsultants			$ -	
	DBEs			$ -	
	Recording Fees			$ 180.00	
	Bid Advertisement			$ 150.00	
	Per Diem (M&IE)	6	$ 80.00	$ 480.00	
	Per Diem (Lodging)	6	$ 135.00	$ 810.00	
	Total			**$ 1,620.00**	
Total for Preliminary Engineering				**$ 118,047.97**	

CONTRACT FOR
PROFESSIONAL SERVICES

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Great River Associates, Inc., a Corporation (hereinafter called consultant).

W I T N E S S E T H:
WHEREAS, City requires Design & Engineering services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice 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 TBD.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT
Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

ARTICLE 3 – PERIOD OF SERVICE
The services shall be completed by TBD.

ARTICLE 4 – COMPENSATION
For services performed, the City shall pay the consultant, an amount not to exceed $118,100.

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.

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
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.

ARTICLE 9 – 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 agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

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 10 – 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.

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 11 – SHIPPING, TITLE AND RISK OF LOSS
All sales and deliveries are F.O.B. City.

ARTICLE 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – 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 18 – THIRD PARTY RIGHTS
Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

ARTICLE 19 – 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.

ARTICLE 20 – 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 21 – 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 22 – 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 23 – GOVERNING LAW
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.

ARTICLE 24 – 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:
Adi Smadi; aal-smadi@indepmo.org
Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

ARTICLE 25 – 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 26 – 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 27 – 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 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By_____

Date _____

Consultant

By _____

Title _____

Date_____

Heidelberger Rd Bridge

Project Location Map

Legend

Heidelberger Rd Bridge

N Lake City Valley Rd

N Hoover Rd

E Heidelberger Rd

E Heidelberger Rd

E Heidelberger Rd

Heidelberger Rd Bridge

E Lake City Buckner Rd

N

Google Earth

1000 ft

CITY
COUNCIL

RULES OF PROCEDURE

City of Independence, Missouri

Adopted September 8, 1964

Amendments Since 10/18/99 Readoption

AMENDMENTS

Ord. or Res. #	Date Amended	Ord. or Res #	Date Amended
No Ord./Res.	12/27/1965	**Res. No. 5110**	10/4/2004
Res. No. 266	4/29/1968	**Res. No. 5969**	11/14/2014
Res. No. 279	7/22/1968	**Res. No. 6228**	7/17/2017
Res. No. 389	5/11/1970	**Res. No. 6245**	8/21/2017
Res. No. 391	5/25/1970	**Res. No. 6400**	1/7/2019
Res. No. 451	1/18/1971	**Res. No. 6437**	5/20/2019
Res. No. 550	6/26/1972	**Res. No. 6510**	11/18/2019
Res. No. 1032	11/15/1976	**Res. No. 6654**	03/01/2021
Ord. No. 6585	5/4/1981	**Res. No. 6866**	10/03/2022
Res. No. 1894	5/3/1982	**Res. No. 6921**	05/01/2023
Res. No. 2053	4/4/1983	**Res. No. 6953**	08/21/2023
Ord. No. 9598	12/15/1986	**Res. No. 6971**	11/20/2023
Ord. No. 9712	3/16/1987	**Res. No. 6978**	01/02/2024
Res. No. 3397	5/7/1990		
Res. No. 3858	2/16/1993		
Res. No. 4473	1/5/1998		
Res. No. 4639	10/18/1999		

Record of prior amendments filed with Res. #4639

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10. City of Independence City Council Code of Conduct

1. Authority

1.1 Charter: Section 2.16 of the Charter of the City of Independence provides that the Council may determine its own rules of procedure for meetings. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. General Rules

2.1 Meetings to be Public: All official meetings of the Council shall be open to the public, with the exception of those meetings closed pursuant to RSMo 610.021 (closed meetings and closed records when, exceptions) of the Missouri Sunshine Law. The journal of proceedings shall be open to public inspection. (Charter - Sec. 2.17)

2.2 Quorum: Four members of the Council shall constitute a quorum. (Charter - Sec. 2.16)

2.3 Council Attendance

A. As may be permitted by State Law, City Charter, ordinance or Council Rules, a member of the body may attend a Council meeting via videoconference, so long as there is at least one member of the Council physically present to serve as the presiding officer.

B. Compelling Attendance: The Council may compel the attendance of absent members (Charter - Sec. 2.16).

2.4 Journal of Proceedings: An account of all proceedings of the Council constituting the official record of the Council, shall be kept by the City Clerk. (Charter - Sec. 2.12)

2.5 Ordinances: Confined to One Subject Exceptions: No ordinance except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title. (Charter - Sec. 2.19)

2.6 Right of Floor: Any member desiring to speak shall be recognized by the Chairman, and shall confine his or her remarks to one subject under consideration or to be considered.

2.7 City Manager: The City Manager, or the Manager's designee, shall attend all meetings of the Council, unless excused by the Mayor. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

2.8 City Counselor: The City Counselor, or the Counselor's designee, shall attend all meetings of the Council, unless excused by the Mayor and shall, upon request give an opinion, either written or oral, on questions of law.

2.9 City Clerk: The City Clerk, or the Clerk's designee, shall attend all meetings of the Council, unless excused by the Mayor and shall keep the official minutes and perform such other duties as may be requested by the Council. The City Clerk shall act as the Council's parliamentarian.

2.10 Officers and Employees: Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings.

2.11 Rules of Order: "Roberts Rules of Order Newly Revised" shall govern the proceedings of the Council in all cases, unless they are in conflict with these rules.

3. Types of Meetings

3.1 Regular Meeting: Regular Meeting: The Council shall meet in the City Council

Chambers in the City Council Independence City Hall for Regular Council Meetings. The Regular Council Meetings are to commence at 6:00 p.m., on the first and third Monday of each month, unless otherwise specified at least two (2) weeks in advance, or in the event the Regular Council Meeting falls on the first Monday immediately preceding the first Tuesday in which a local election for the office of Independence Mayor or City Council is to be held (to include primary, regular, and special elections for said offices), then the Regular Council Meeting shall be held on the first Wednesday immediately following the election day.

3.2 Special Meetings: Special meetings may be called by the Mayor or by any four members of the Council. (Charter - Sec. 2.17). The call for a special meeting shall be filed with the City Clerk in written form, except that announcement of a special meeting, during any regular meeting at which all members are present, shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, the hour and location of the special meeting and shall specify the subject or subjects to be considered. No special meeting shall be held until at least twenty-four hours (24) after this call is issued. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or an incident thereto.

3.3 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date, time, and specified location, provided that no adjournment shall be for a longer period than until the next Regular Meeting.

3.4 Study Sessions: The Council shall meet informally in Study Sessions, once per month, and may convene for additional Study Sessions at the call of the Mayor or of any four members of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Manager, provided that all discussions and conclusions thereon shall be informal. The Council may vote at a Study Session only to direct staff to add an item to an upcoming Regular Council Meeting agenda for formal action.

3.5 Executive Sessions: The Council may meet in Executive Session, at the call of the Mayor or any four members of the Council, to privately discuss matters of confidential concern to the well-being of the City government. Executive sessions shall be held in accordance with RSMo 610.021 (closed meetings and closed records when, exceptions) of the Missouri Sunshine Law.

4. Chairman and Duties

4.1 Chairman: The Mayor, if present, shall preside as chairman at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. (Charter - Sec. 2.5 and 2.6).
In the absence of both the Mayor and the Mayor Pro Tem, the Council shall elect a Chairman.

4.2 Call to Order: The meetings of the Council shall be called to order by the Mayor or, if absent, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk.

4.3 Preservation of Order: The Chairman shall preserve order and decorum, prevent attacks on personalities or the impugning of members' motives, and confine members in debate to the question under discussion.

4.4 Point of Order: The Chairman shall determine all points of order, subject to the right of

any members to appeal to the Council. If any appeal is taken, the questions shall be, "Shall the decision of the Chairman be sustained?"

4.5 Questions to be Stated: The Chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member, in the manner provided in Section 6.9 of these rules.

4.6 Substitution for Chairman: The Chairman may call any other member to take the chair, such substitution not to continue beyond adjournment.

5. Order of Business and Agenda

5.1 Order of Business – Regular Meetings: The general rule as to the order of business in regular meetings of the Council is stated thus:

Invocation
Pledge of Allegiance
Roll Call
Citizen Requests
a. Communications and personal appearances of citizens before the Council
~~Unfinished Business~~
Presentations
Proclamations
Unfinished Business
Consent Agenda - To be approved by one roll call vote
a. Approval of Minutes
b. Reports & Recommendations of the City Manager
c. Other Reports
d. Resolutions
Reports & Recommendations requiring more than majority vote to pass
Regular Agenda
Public Hearing Items
Non-Ordinance Action Items
Ordinances
a. For final action - having previously received first reading
b. For first reading
c. Emergency ordinances & appropriating ordinances
Information Only - does not require action
~~Approval of Executive Session Minutes – (Only appears when needed.)~~
Councilmember Comments
a. Matters initiated by Councilmembers for study, service requests, investigation by staff or formal action at a future meeting
Appeal Hearings
Adjournment

5.2 Order of Business – Study Sessions: The general rule as to the order of business in Study Sessions is as follows:

Council Sponsored Items
Citizen Requests (Only on Council Sponsored Items)
Presentations
Staff Reports

Adjournment

5.3 Reading of Minutes: Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading, if the City Clerk previously made them available to the Council and for public inspection.

6. Ordinances, Resolutions, and Motions

6.1 A. Printed or Electronic form: All ordinances, resolutions, and other requests for action shall be presented to the Council in written form, which may be printed or viewable through electronic means. (Charter - Sec. 2.21).

B. Source of Funds: All actions authorizing an expenditure of money shall include the exact source of the funds to be expended.

6.2 City Counselor to Approve: All ordinances and resolutions shall be "Approved as to Form and Legality" by the City Counselor. Such approval shall be so indicated by signature on the last page of the ordinance or resolution or by acknowledgement documented in electronic form.

6.3 City Manager to Review: All ordinances and resolutions shall be "Reviewed By" the City Manager. Such review shall be so indicated by signature on the last page of the ordinance or resolution or by acknowledgement documented in electronic form.

6.4 Council Sponsored Items: All Council requested action items must first be presented at a Study Session prior to being added to a Regular Meeting agenda. One member of the Council can add an item to the Study Session agenda. Public comment will be allowed on any Council requested action items that appear on a Study Session agenda with the same rules as a Regular Meeting. All Council requested action items must be submitted to the City Manager or City Clerk on or before 9:00 a.m. two Thursdays prior to the Study Session or Regular Meeting for which the agenda is being published. Proposed language for the item must be included. No changes shall be made to the agenda once it is published.

6.5 Publication of Action Items: The City Clerk shall make public all items requiring Council action through publication of the item on the Council agenda no later than 5 p.m. two Fridays prior to the next regular meeting in which the desired action is to be taken. No changes shall be made to the agenda once it is published.

6.6 Ordinances Deferred: Emergencies and Appropriations: Ordinances introduced at a Council meeting shall not be finally acted upon until at least the next official meeting (at least seven (7) days later), except that appropriation and emergency ordinances may be acted upon immediately, and provided further that an affirmative vote of at least five members of the Council shall be required for the final passage of an emergency ordinance. (Charter - Sec. 2.23)

6.7 Reading by Title Only: Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Council requests a full reading of the ordinance. (Charter- Sec. 2.21)

6.8 Consideration of Ordinances: Each proposed ordinance shall be read by title, or in full, two times. Except in case of a bill for an emergency ordinance or an appropriating ordinance, not more than one such reading shall be on the same day, and at least one week shall elapse between introduction and final passage.

6.9 A. Recording of Votes: The ayes and noes shall be taken by roll call for all the Consent Agenda and each item on the Regular Agenda and entered upon the official record of the

Council. The order of this roll call shall be as follows: 1) At Large; 2) 1st District; 3) 2nd District; 4) At Large; 5) 3rd District; 6) 4th District; and 7) Mayor. (Charter-Sec. 2.21)
B. Votes of members attending a Council meeting via videoconference shall be counted the same as if physically present and voting.

6.10 Majority Vote Required: An affirmative vote of at least four (4) members of the Council shall be necessary to pass an ordinance, but a resolution, motion, or any other proposition may be adopted by a majority voting on the issue; except as otherwise specified in the City Charter, by City Ordinance or the Revised Statutes of the State of Missouri. (Charter-Sec. 2.16) When any vote is called each Councilmember shall respond "yes (aye)", "no", "abstain", or "pass". Any Councilmember who responds "pass" shall be given an opportunity at the end of the roll call to change his or her vote to "yes (aye)", "no", or "abstain". Any "pass" response not so changed shall be recorded as an abstention.

6.11 Tie Vote: In the event of a tie in votes on any motion, the motion shall be considered lost.

6.12 Numbering Ordinances and Resolutions: Upon passage, a number shall be assigned to each ordinance or resolution by the City Clerk.

6.13 Ordinance Passage Procedure: When passed by the Council, an ordinance shall be signed by the presiding officer and be attested by the City Clerk; and it shall be immediately filed and thereafter preserved in the office of the City Clerk. (Charter-Sec. 2.21)

6.14 Transfer of Appropriations: Upon the written recommendation of the City Manager, the Council may at any time transfer an unencumbered balance of an appropriation made for the use of one department, division, or purpose to any other department, division, or purpose.

6.15 Requests for Legal Opinions: Any member of the City Council may request written legal opinions, relating to City business, from the City Manager. Upon receiving requests for a written legal opinion, the City Manager shall forthwith request same from the City Counselor; and upon return receipt thereof, the City Manager shall forthwith cause to have distributed the written legal opinion to all members of the Council so that all members of the Council may be fully informed of the status of City affairs. Any member of the Council may, for purposes of inquiry, request verbal opinion or advise on City legal matters directly from the Counselor.

7. Creation of Committees, Boards and Commissions

7.1 Citizen Committees, Boards and Commissions: The Council may create committees, boards, and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify, not inconsistent with the City Charter or Code.

7.2 Membership and Selections: Membership and selection of members shall be as provided by the Council if not specified by the City Charter or Code. Any committees, boards or commissions so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter or Code.

7.3 Removal of Members of Boards and Commissions: The Council may remove any member of any board or commission which it has created or as created by the Charter of

the City of Independence, with or without cause, by a favorable vote for removal of at least four members of the Council. The vote shall be by roll call. (Charter-Sec. 5.8) Unless otherwise excused by the board or commission, absence from three (3) consecutive meetings will constitute cause.

8. Citizens' Rights in Addressing the Council

8.1 Addressing the Council: Any person desiring to address the Council shall have the opportunity to do so by written or oral means and may submit or read petitions.

8.2 Oral Communications in Meetings:

A. Appeal Hearings: Speakers at appeal hearings conducted by the City Council shall be limited as determined by the Council.

B. Public Hearings: Individuals may address Council in formal public hearings at which public comment is permitted, without advance notification to the City Clerk. A speaker in public hearings shall step to the podium, give his or her name and city of residence in an audible tone of voice for the record and, shall limit remarks to any time limit announced by the presiding officer preceding the opening of the public hearing. If no time limits are announced, speakers in public hearings shall be subject to time limits stated elsewhere in these Rules.

C. Requests to Speak:

1) Members of the public ~~Taxpayers or residents of the City,~~ may address the Council as follows:

Commented [LK1]: From legal.

- In a Regular Meeting or Special Called Meeting by oral communications on any matter concerning the City's business or on any matter over which the Council has control except matters that are the subject of pending legal actions filed by or against the City. An individual may sign up to speak with the City Clerk prior to the start of a City Council Regular Meeting at 6 p.m. on the first and third Mondays of the month, or a Special Called Meeting, unless otherwise specified. A request to speak form must filled out with Name, Address, Phone Number, Email and Topic. The subject matter shall be ~~Speakers may address only one topic per meeting and the subject matter must be~~ clearly indicated by the speaker. ~~Speakers may not deviate from the stated topic.~~

Commented [LK2]: From legal.

- At a Study Session only regarding Council Sponsored Items on that agenda using the rules outlined in the following paragraphs.

2) Manner of Addressing the Council, Time Limit: Each person addressing the Council shall step up to the podium, give his or her name and city of residence in an audible tone of voice for the record and, shall limit said address to five (5) minutes. Groups are encouraged to select a spokesperson and their total presentation time shall be limited to ten (10) minutes. ~~Any address shall be limited next to three (3) minutes and to two (2) minutes thereafter, if the individual or group has already presented this topic or issue at a prior Council Meeting in any manner during the past six (6) months.~~ All remarks shall be addressed to the Council as a body, and not to any member thereof. No person, other than the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council, without the permission of the presiding officer. No questions shall be asked the Councilmembers, except through the presiding officer.

Commented [LK3]: From legal.

8.3 Personal and Slanderous Remarks: Any person making personal ~~, impertinent or~~

~~slanderous~~ remarks, or who shall ~~become boisterous~~cause a disruption of Council proceedings, while addressing the Council shall be forthwith ordered by the presiding officer, to leave the podium and the sound will be cut from the microphone and the television camera shall be immediately directed to the presiding officer and the Council shall move on to the next item of business.

8.4 Speaker Rules: The time limit allotted to a speaker shall be announced by the ~~City Clerk~~ presiding officer prior to each speaker's comments. The ~~speaker~~ City Clerk shall be responsible for monitoring his/her time. The speaker will be alerted when one minute remains and, at the expiration of the allotted time, the speaker shall have ten (10) seconds to conclude his/her comments, at which time the podium microphone will automatically be shut-off and the television camera shall be immediately diverted to the Council and the Council shall move on to the next item of business. If the speaker refuses to relinquish the podium he/she shall be escorted from the podium by the sergeant-at-arms. If a speaker is escorted from the podium, he/she ~~shall~~ may be prohibited from addressing the Council in a meeting for a period of six (6) months.

8.5 Audience: During Council meetings, the audience shall not disrupt the meeting. Actions that may constitute a disruption include the following:

1) Providing public comment not in conformance with these rules;
2) Refusing to yield the floor having been ruled out of order;
3) Making excessive noise, such as clapping, booing, yelling, or speaking from the audience;
4) Threatening to commit violent or unlawful acts;
5) Blocking the views or hearing of others, such as remaining standing or displaying signs; or
6) Attempting to enter, observe, or record a closed executive session without permission from the Council.

~~8.5~~8.6 Mayor to Appoint Committee to Hear Citizen Complaints: The Mayor of the City of Independence, Missouri, may appoint a committee of three members of the City Council to hear citizen complaints as the same are referred thereto by the Mayor.

~~8.6~~8.7 Mayor may refer Citizen Complaints to Executive Session: The Mayor of the City of Independence may refer citizen complaints to an Executive Session of the City Council if it otherwise qualifies for a closed meeting as herein provided.

9. Suspension and Amendment of These Rules

9.1 Suspension of These Rules: Any provision of these rules not governed by the City Charter or Code may be temporarily suspended by a vote of four members of the Council. The vote on any such suspension shall be taken by ayes and noes and entered upon the record.

9.2 Amendment of These Rules: These rules may be amended, or new rules adopted, by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

10. City of Independence City Council Code of Conduct

10.1 Purpose: The Independence City Council Code of Conduct is designed to describe how Council members should act while representing the City of Independence, and defining more clearly the behaviors that are suitable for certain occasions. The constant and consistent themes through this section are integrity, dignity, efficiency, honesty, and

Commented [LK4]: From legal. The legal threshold to require someone to stop talking or eventually be removed is whether they have caused a disruption or disturbance. See more in new 8.5.

Commented [LK5]: From legal. Whether a court will uphold someone from being banned from meetings/public comment will depend greatly on the specific person, issue, and disruption. A court may be more comfortable enforcing a public comment ban over a public meeting ban, but neither is likely without sufficient facts substantiating the need for the ban.

Commented [LK6]: For any of these things, they must constitute an actual disruption to the meeting proceedings. Take excessive noise. Persons clapping or booing for a few seconds after a comment likely doesn't actually disrupt the meeting. If they tend to quiet down when Mayor moves on to the next person or when he gavels, that doesn't rise to the level of disruption to kick someone out. But if someone is sitting there shaking paper, booing, etc. and doesn't stop after being told to stop, that probably rises to the level of disruption.

Commented [LK7]: This would cover CM Wiley's request that no one be allowed to yell out. The trick will be to know who is yelling, whether they are a member of a group.

Commented [LK8]: Signs specifically from Charlie. The trick is that they cannot block views. Persons can sit in the audience with a sign displayed in front of their own body or on their shirt, etc.

Commented [LK9]: This list can be added to; please run any additions by legal.

respect. This section is intended to provide general guidance for Council members; it is not an exhaustive list of all situations.

10.2 Council Conduct with City Staff: Governing the City requires the cooperation of the elected officials who set policy, and City staff who implement and administer the policy. The City's organizational structure, or Chain of Command, should be followed and respected.

10.3 Treat City Staff as Professionals: Clear and honest communication that respects the abilities, dignity, and experience of staff members is expected at all times.

10.4 Chain of Command: Requests of City staff should be directed to the City Manager, as proscribed in Section 2.15 of the Independence City Charter.

10.5 Be Mindful of Productivity:

A. City staff is accessible to City Council members, but Council members should be mindful that City staff have multiple assignments/duties to accomplish. The City Manager shall be available to meet with each member of the City Council at a minimum of once every two weeks for one hour with each member for the purpose of discussing current City business, reviewing City Council meeting agendas, and discussing priorities for each City Council member. Additional meetings shall be scheduled at the discretion of the City Manager.

B. Council members will prepare for all subjects scheduled for presentation and/or consideration before them; as such, Council members should provide any questions expected to be directed to staff members in a public meeting in advance of the meeting, to provide staff with sufficient time to provide meaningful and accurate information for public discourse.

10.6 Respect for Boundaries Outside Working Hours: City Council members are confronted with a plethora of issues, many requiring the assistance and/or direct involvement of the City Manager for resolution. It is expected that calls, texts, or emails sent between 8:00 a.m. and 5:00 p.m. Monday through Friday shall be returned the same day. Response outside of these hours shall be at the discretion of the City Manager.

10.7 Never Publicly Criticize an Individual Employee: Council members should not be critical of a City employee in public, to the employee directly, or to the employee's manager. Staff performance should be discussed with the City Manager during individual meetings.

10.8 Council Conduct with the Public:

A. In Public Meetings: The City's business is conducted at City Council meetings by the elected officials of the City. All Council meetings are open to the public, but public participation is permitted only at formal Council business meetings and at Study Sessions during the time and in the manner set forth in these rules. Public participation is generally not permitted during work sessions and other informal meetings, except as outlined in Section 6.4 of these rules (although the public is encouraged to express comments in writing or other communication prior to those meetings). Members of the Council should act in accordance with the state law and City ordinances applicable to public meetings.

B. In Unofficial Settings:

1) Make no promise on behalf of the Council – Council members will be asked to explain a Council action and/or for their opinion about an issue. It is appropriate to discuss City policy and to refer questions to City staff for more information. Do not promise

Council action or promise that the City will do something specific.

2) Council members are observed by our community every day in office. Honesty, transparency, and respect for all should be demonstrated every day.

10.9 Council Conduct with Other Public Agencies:

A. Be clear about representing the City or personal interests: Council members may appear before agencies and organizations to give a statement on an issue, at which time they should clarify that:

1) The statement reflects their personal opinion, or it is the official stance of the City; and

2) The statement is the majority or minority opinion of the Council.

B. Correspondence also should be equally clear about representation: City letterhead may be used when the Council member is representing the City's official position. Copies of all official correspondence should be provided to the City Clerk.

10.10 Council Conduct with the Media: Council members may be contacted by the media for background information, updates, and quotes. Council members should contact the City Communications Officer prior to speaking with the media for advice and guidance, as well as to ensure adherence to the City's adopted Communications Plan.

10.11 Council Conduct with Developers, Real Estate Brokers, and Agents of Developers: Council members may not discuss a prospective application for a development project, land use decision, or economic development tool with any potential applicant without being in the presence of the City Manager or his or her designee.

10.12 Public Trust:

A. Council members shall place the competence and effectiveness of service to the public above all interests of persons, factions, or parties.

B. Council members shall refuse personal gifts in every instance where there may be a reason to believe a gift worth more than a nominal value would not have been extended except for their official position, where there is reason to believe the giver's interests are likely to be affected by official actions, or where the gift is or may reasonably be considered to be designated to influence official actions.

C. Council members shall strive to provide fiscally-sound policies, with expenditures matching or being less than funds budgeted.

D. Council members shall avoid unilateral action that does not comply with existing Council policy.

E. Council members shall use City equipment only for City business and in compliance with all applicable laws, rules, and regulations. Public equipment shall not be used for activities not related to City business, including posting on or otherwise interacting on social media pages, pursuing personal commercial endeavors, or conducting certain political activities prohibited by state or local law.

F. Council members shall conduct themselves in keeping with the trust and dignity of their position as a servant of the people of the City.

G. Council members shall abstain from participation in a decision of the Council where a possible conflict of interest may exist.

10.13 Attendance Required: Attendance of Council members at all meetings of the Council shall be enforced in accordance with the provisions of Section 2.7 of the Independence City Charter.

10.14 Violations: City Council members who violate this Code of Conduct may be reprimanded, formally censured, or removed from office as prescribed by Section 5.5 of the Independence City Charter.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 20691 E US 24 Highway from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development Plan and approve a preliminary development plan. ***New Information Only.***

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 6-9-26 City Council Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence **Planning Commission** at 6 p.m., Tuesday, June 9, 2026, and by the Independence **City Council** at 6:00 p.m., Monday, July 20, 2026 at the Independence Municipal Commons, 20201 E. Jackson Drive, in Independence, Missouri on the following matters:

Case 26-100-05 – Rezoning – 16523 E US 40 Hwy – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General Commercial).

Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway – A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Case 26-810-02 – Preliminary Development Plan - McBee Acres – A request to approve a Preliminary Development Plan for McBee Acres Subdivision.

Case 26-200-03 – Special Use Permit – 3601 S. Noland Road – A request to approve a Special Use Permit to operate a rental car business.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 20th day of May, 2026.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, May 23, 2026

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-063 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 20691 East US 24 Highway. **2R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 26-125-03, a request for rezoning and preliminary development plan approval for property located at 20691 E US 24 Hwy, with the following conditions:

1. The minimum lot size shall be 3,500 square feet.

2. The minimum exterior setback shall be 20 feet from the right-of-way.

3. The minimum interior side setback shall be 3 feet.

4. The minimum lot width at the building line shall be 35 feet.

5. The maximum building height shall be 40 feet.

6. No more than 60 percent of the front yard area may be paved for vehicle use.

7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.

8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.

9. Final development plan must be submitted in accordance with Section 14-703-06.

10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.

11. This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specification prior to approval of the final development plan.

A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – No

Commissioner Ferguson – Yes

Commissioner Ashbaugh – No

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – No

Commissioner Wiley – Yes

The motion passed 4-3 and as such this application is forwarded to the City Council for its consideration.

Background:

PROJECT DESCRIPTION:

A request by Midwest National Holdings for preliminary development plan approval of a single-family subdivision consisting of 196 lots.

Current Zoning: R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Proposed Zoning: R-6/PUD (Single-Family Residential/Planned Unit Development)

Current Use: Undeveloped Tract

Zoning History: 1965 – 1974: Unincorporated

1974 – 1980: Unknown

1980 – 2009: R-1b (Single-Family Residential) and R-4 (Apartments)

2009 - Present: R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Property History: In 1974, the subject site was annexed into the City. With the adoption of Ordinance No. 6078 in May 1980, the site received a dual zoning classification of R-1b (Single-Family Residential) and R-4 (Apartments). This zoning designation has remained unchanged since that time.

The final phase of the Little Blue Parkway project was completed in 2013, resulting in the realignment and bisection of Powell Road and establishing the subject site's current configuration.

Proposal: Arborlyn is a proposed single-family development consisting of 196 lots on approximately 34.50 acres of land along Little Blue Parkway. The subdivision includes seven tracts intended for open space, stormwater detention, and community amenities such as gardens, fitness stations, playgrounds, and naturalized plantings. Open space in the subdivision

totals +/-7.3 acres and constitutes approximately 20% of the total site area. The subdivision will be completed in three phases: 41 lots in Phase 1, 75 lots in Phase 2, and 80 lots in Phase 3.

Lots in the subdivision range from 3,500 sq.ft. to 7,000+ sq.ft. in size. The average lot size for the development is 4,109 sq.ft. Proposed residential dwelling units will enclose a floor area from +/-1,200 sq.ft. to 2,000 sq.ft. in size. The architectural elevations for the proposed homes incorporate a range of complementary architectural styles. Key design features include steep gabled rooflines, the use of contrasting façade materials to provide visual interest and covered front entryways that enhance the overall streetscape character.

Physical Characteristics of Property: The property consists of 34.50 acres bounded generally by Little Blue Parkway along the eastern edge and adjacent single-family subdivisions to the west and southwest. Rolling terrain and a westerly aspect define the property.

Characteristics of the Areas: The site is in proximity to the intersection of Little Blue Parkway and US 24 Hwy and is well-connected to major arterial and highway routes.

The area to the west of the development site consists of long-established suburban neighborhood fabric, with stable housing, neighborhood schools, and small-scale retail.

A mixture of forested land, low-density residential uses, open rural land, agricultural fields and undeveloped land characterize areas to the south and east.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

The project fits within Independence for All Strategic Plan's goal to achieve livability, choice, access, health and safety through a quality-built environment.

Comprehensive Plan Tools and Policies for the Current Designation:

Arborlyn is consistent with the Tools & Policies of the Neighborhoods & Housing element of Imagine Independence Comprehensive Plan 2040. The proposed development represents contiguous growth, expanding existing neighborhoods eastward and maximizing use of current infrastructure. Multiple open space tracts offer recreation areas, native plantings, and a community garden, meeting the policy of open space and recreational accessibility. Further, a variety of home sizes and designs provide options suitable for a range of household types, including residents seeking smaller lots or accessible layouts.

Zoning:

The proposed R-6/PUD zoning district classification provides flexibility in both lot dimensions and building design standards. The district permits minimum lot sizes of 3,500 square feet, supporting a more compact and efficient neighborhood layout.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

The proposed development is adjacent to existing infrastructure (water, sewer and electric). Engineering plans will be needed for all proposed infrastructure extensions serving the proposed subdivision. Proposed easements will be provided for public utilities at the time of final platting.

Floodplain/Stream Buffer:

The proposed development is not located within any floodplains nor is it affected by stream buffers.

CIP Investments:

The city does not have any capital improvement projects planned near this area.

Parking:

Each lot is provided with a 20-foot-wide driveway and a garage. The proposed development meets the minimum parking requirements of the Development Code.

Traffic Study:

A traffic study prepared for the proposed 196-lot single-family residential subdivision concludes that the surrounding roadway network is capable of accommodating the traffic generated by the development. Additionally, a field review conducted as part of the study verified that the proposed access onto Little Blue Parkway provides adequate sight distance in both directions.

Amenities:

Active recreation opportunities are integrated into the development. A sport field area and playground are located in the southwest corner of the subdivision, and outdoor fitness stations and park benches are scattered along walking paths around the site.

A community garden and pollinator garden in the northern corner of the subdivision offers ecological and educational value, and opportunities for resident gardening and interaction.

Lot and Building Standards:

The proposed development deviates from the lot and building standards prescribed in the Unified Development Ordinance for conventional developments. Smaller, more compact lots are proposed. Lot sizes range from a minimum of 3,500 square feet to as large as 7,000+ square feet.

REVIEW CRITERIA:

Recommendations and decisions for the proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**

The Comprehensive Plan envisions Residential Neighborhoods for this area. Arborlyn aligns the Tools & Policies of the Neighborhood & Housing element of Imagine Independence Comprehensive Plan 2040, providing accessible recreation and open space, a range of household types, and connects efficiently to existing infrastructure.

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

The preliminary development plan is consistent with the PUD standards of Section 14-902, promoting an attractive and functional residential development compatible with the surrounding area, can be efficiently served by existing utilities, and is consistent with the comprehensive plan.

3. **The nature and extent of Common Open Space in the PUD.**

Common open space offers active and passive recreation areas, including community gardens, a playground and sport field, and walking paths throughout the subdivision.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**

Covenants and restrictions will be required to be recorded concurrently with the final plan for this subdivision.

5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**

20% of the overall site is dedicated as open space. The proposed open space consists of a mixture of landscaping, stormwater detention facilities, and recreation areas and is spread throughout the subdivision.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**

A traffic study was conducted on the proposed development's impact on the street network and determined the existing street network can adequately accommodate the

traffic generation from the development. A northbound left turn lane will be added on Little Blue Parkway to enter the subdivision.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**

No adverse impacts to adjacent properties are expected as a result of this development. The development is compatible with adjacent developments.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**

Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

The PUD allows the developer to cluster lots and reduce lot sizes in exchange for shared community space.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

This project proposes building storm water detention facilities at the time of each phase of the development. The project phasing complies with the Development Code.

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
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-125-03
2. Rezoning & PUD Staff Report 26-125-03
3. Cover Letter
4. Application_Redacted
5. Notification Letter
6. Notification Area Map
7. Notification Addresses
8. Affidavit
9. Preliminary Development Plan
10. Arborlyn Elevations and Floorplans
11. Preliminary Storm Study
12. Traffic Study
13. Zoning Map
14. Comprehensive Plan
15. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) TO DISTRICT R-6/PUD (SINGLE-FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 20691 EAST US 24 HIGHWAY.

WHEREAS, the application submitted by Midwest National Holdings, requesting approval of a rezoning from R-6(Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and a preliminary development plan for property located at 20691 E US 24 Hwy 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 and preliminary development plan 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 public hearings for the consideration of the request on June 9, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 4-3; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Sections 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; 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 rezoning PUD and preliminary development plan of the said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described tracts of real estate are hereby rezoned from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and shall be subject to the regulations of said district:

SEC-21 TWP-50 RNG-31---PT SE 1/4 DAF: BEG NW COR SE 1/4 TH ELY 325' MOL TH SLY 390' MOL TO TRU POB TH S 87 DEG 50 MIN 03 SEC E 64.92' TH S 30 DEG 02 MIN 24 SEC E ALG CURV LF RAD 618' ARC DIST 717.17' TH S 63 DEG 17 MIN 06 SEC E 55.04' TH S 41 DEG 54 MIN 51 SEC E ALG CURV RI RAD 880' ARC DIST 656.47' TH S 17 DEG 29 MIN 43 SEC E ALG CURV LF RAD 2410' ARC DIST 123.32' TH SLY 1099' MOL TH WLY 970' MOL TH NLY 344' MOL TH N 90 DEG 00 MIN 00 SEC E 55.18' TH N 14 DEG 51 MIN 18 SEC E 274.52' TH N 57 DEG 34 MIN 22 SEC E 263.35' TH N 02 DEG 2 2MIN 09 SEC W 77.71' TH N 43 DEG 51 MIN 57 SEC W 336.88' TH N 00 DEG 05 MIN 36 SEC E 452.39' TH N 89 DEG 54 MIN 24 SEC W 110' TH NLY 743' MOL TO TRU POB

SECTION 2. That the Preliminary Development Plan is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

1. The minimum lot size shall be 3,500 square feet.
2. The minimum exterior setback shall be 20 feet from the right-of-way.
3. The minimum interior side setback shall be 3 feet.
4. The minimum lot width at the building line shall be 35 feet.
5. The maximum building height shall be 40 feet.
6. No more than 60 percent of the front yard area may be paved for vehicle use.
7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.
8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.
9. Final development plan must be submitted in accordance with Section 14-703-06.
10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.
11. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparably 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 are 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 the 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 _____, 2026, 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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Gabe Glaser, Planner

PROJECT NAME: Arborlyn

CASE NUMBER/REQUEST: **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

APPLICANT/OWNER: Bryan Rahn, Midwest National Holdings

PROPERTY ADDRESS: 20691 E US 24 Hwy

SURROUNDING ZONING/LAND USE:

North: R-30/PUD (High Density Residential/Planned Unit Development) and C-1 (Neighborhood Commercial)…Right of Way
South: R-A (Residential Agricultural)…Vacant Land
East: R-A (Residential Agricultural)…Low Density Residential
West: R-6 (Single Family Residential)…Single Family Residential Subdivision

PUBLIC NOTICE:

- Letters to adjoining property owners – May 21, 2026
- Public Notice published in the Examiner – May 23, 2026
- Signs posted on property – May 21, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning/Preliminary Development Plan request.

1. The minimum lot size shall be 3,500 square feet.
2. The minimum exterior setback shall be 20 feet from the right-of-way.
3. The minimum interior side setback shall be 3 feet.
4. The minimum lot width at the building line shall be 35 feet.
5. The maximum building height shall be 40 feet.
6. No more than 60 percent of the front yard area may be paved for vehicle use.
7. The development shall meet the parking requirements of City Code Section 14-501-05. No parking area shall allow vehicles to encroach into sidewalks.
8. Stormwater detention facilities shall be provided with each of the three (3) phases as shown on the Preliminary Development Plan.
9. Final development plan must be submitted in accordance with Section 14-703-06.

10. Final plats for the subdivision must be submitted in accordance with Section 14-702-04.
11. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by Midwest National Holdings for preliminary development plan approval of single-family subdivision consisting of 196 lots.

Current Zoning:	R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)	**Proposed Zoning:**	R-6/PUD (Single-Family Residential/Planned Unit Development)

Current Use: Undeveloped tract

Zoning History
1965 – 1974: Unincorporated
1974 – 1980: Unknown
1980 - 2009: R-1b (Single-Family Residential) and R-4 (Apartments)
2009 – R-6 (Single-Family Residential) and R-30/PUD (High Density Residential)

Property History:
In 1974, the subject site was annexed into the City. With the adoption of Ordinance No. 6078 in May 1980, the site received a dual zoning classification of R-1b (Single-Family Residential) and R-4 (Apartments). This zoning designation has remained unchanged since that time.

The final phase of the Little Blue Parkway project was completed in 2013, resulting in the realignment and bisection of Powell Road and establishing the subject site's current configuration.

Proposal:
Arborlyn is a proposed single-family development consisting of 196 lots on approximately 34.50 acres of land along Little Blue Parkway. The subdivision includes seven tracts intended for open space, stormwater detention, and community amenities such as gardens, fitness stations, playgrounds, and naturalized plantings. Open space in the subdivision totals +/-7.3 acres and constitutes approximately 20% of the total site area. The subdivision will be completed in three phases: 41 lots in Phase 1, 75 lots in Phase 2, and 80 lots in Phase 3.

Lots in the subdivision range from 3,500 ft^2 to 7,000+ ft^2 in size. The average lot size for the development is 4,109ft^2. Proposed residential dwelling units will enclose a floor area from +/-1,200ft^2 to 2,000ft^2 in size. The architectural elevations for the proposed homes incorporate a range of complementary architectural styles. Key design features include steep gabled rooflines, the use of contrasting façade materials to provide visual interest, and covered front entryways that enhance the overall streetscape character.

Physical Characteristics of Property:
The property consists of 34.50 acres bounded generally by Little Blue Parkway along the eastern edge and adjacent single-family subdivisions to the west and southwest. Rolling terrain and a westerly aspect define the property.

Characteristics of the Areas:
The site is in proximity to the intersection of Little Blue Parkway and US 24 Hwy and is well connected to major arterial and highway routes.

The area to the west of the development site consists of long-established suburban neighborhood fabric, with stable housing, neighborhood schools, and small-scale retail.

A mixture of forested land, low-density residential uses, open rural land, agricultural fields and undeveloped land characterize areas to the south and east.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
The project fits within Independence for All Strategic Plan's goal to achieve livability, choice, access, health and safety through a quality-built environment.

Comprehensive Plan Tools and Policies for the Current Designation:
Arborlyn is consistent with the Tools & Policies of the Neighborhoods & Housing element of Imagine Independence Comprehensive Plan 2040. The proposed development represents contiguous growth, expanding existing neighborhoods eastward and maximizing use of current infrastructure. Multiple open space tracts offer recreation areas, native plantings, and a community garden, meeting the policy of open space and recreational accessibility. Further, a variety of home sizes and designs provide options suitable for a range of household types, including residents seeking smaller lots or accessible layouts.

Zoning:
The proposed R-6/PUD zoning district classification provides flexibility in both lot dimensions and building design standards. The district permits minimum lot sizes of 3,500 square feet, supporting a more compact and efficient neighborhood layout.

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
The proposed development is adjacent to existing infrastructure (water, sewer and electric). Engineering plans will be needed for all proposed infrastructure extensions serving the proposed subdivision. Proposed easements will be provided for public utilities at the time of final platting.

Floodplain/Stream Buffer:
The proposed development is not located within any floodplains nor is it affected by stream buffers.

CIP Investments:
The city does not have any capital improvements projects planned near this area.

Parking:
Each lot is provided with a 20-foot-wide driveway and a garage. The proposed development meets the minimum parking requirements of the Development Code.

Traffic Study:
A traffic study prepared for the proposed 196-lot single-family residential subdivision concludes that the surrounding roadway network is capable of accommodating the traffic generated by the development. Additionally, a field review conducted as part of the study verified that the proposed access onto Little Blue Parkway provides adequate sight distance in both directions.

Amenities:
Active recreation opportunities are integrated into the development. A sport field area and playground are located in the southwest corner of the subdivision, and outdoor fitness stations and park benches are scattered along walking paths around the site.

A community garden and pollinator garden in the northern corner of the subdivision offers ecological and education value, and opportunities for resident gardening and interaction.

Lot and Building Standards:
The proposed development deviates from the lot and building standards prescribed in the Unified Development Ordinance for conventional developments. Smaller, more compact lots are proposed. Lot sizes range from a minimum of 3,500 square feet to as large as 7,000+ square feet.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**
   The Comprehensive Plan envisions Residential Neighborhoods for this area. Arborlyn aligns the Tools & Policies of the Neighborhood & Housing element of Imagine Independence Comprehensive Plan 2040, providing accessible recreation and open space, a range of household types, and connects efficiently to existing infrastructure.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   The preliminary development plan is consistent with the PUD standards of Section 14-902, promoting an attractive and functional residential development compatible with the surrounding area, can be efficiently served by existing utilities, and is consistent with the comprehensive plan.
3. **The nature and extent of Common Open Space in the PUD.**
   Common open space offers active and passive recreation areas, including community gardens, a playground and sport field, and walking paths throughout the subdivision.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   Covenants and restrictions will be required to be recorded concurrently with the final plan for this subdivision.

5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
20% of the overall site is dedicated as open space. The proposed open space consists of a mixture of landscaping, stormwater detention facilities, and recreation areas and is spread throughout the subdivision.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
A traffic study was conducted on the proposed development's impact on the street network and determined the existing street network can adequately accommodate the traffic generation from the development. A northbound left turn lane will be added on Little Blue Parkway to enter the subdivision.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
No adverse impacts to adjacent properties are expected as a result of this development. The development is compatible with adjacent developments.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
The PUD allows the developer to cluster lots and reduce lot sizes in exchange for shared community space.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project proposes building detention facilities at the time of each phase of the development. The project phasing complies with the Development Code.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Notification area map
5. Notification addresses
6. Mailing affidavit
7. Preliminary Development Plan
8. Elevation Packet
9. Preliminary Storm Study
10. Traffic Impact Study
11. Zoning map
12. Comprehensive Plan map

Project Overview

Arborlyn is planned as a residential community offering attainable detached single-family homes with a cohesive architectural identity and meaningful elevation variety. The Arrival Series product line is intended to provide efficient home layouts, front-loaded garage plans, varied porch conditions, and a streetscape with distinct roof forms, window compositions, and siding arrangements.

Submittal Contents

- Arrival Series Elevations
- Arrival Series Floorplans
- Architectural Diversity Approach

Streetscape Diversity Strategy

The Arrival Series is intended to avoid a repetitive streetscape by mixing roof forms, porch conditions, siding patterns, upper-story massing, and window arrangements.

Sample Plans and Future Housing Products

The floorplans and elevations included in this presentation represent a sample of the proposed Arrival Series housing collection for Arborlyn. Additional floorplans, architectural elevations, exterior material combinations, and color palettes will be incorporated as the community progresses through final design and construction. Additional two-story home designs are anticipated, and ranch-style homes are currently in development to expand housing choice and further enhance neighborhood diversity.

INDEPENDENCE
MISSOURI

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

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 ☐ Special Sign Permit

Project Information and Location

Arborlyn
Project Name

2069 E US 24 Hwy Independence, MO 64056
Project Address/Location

NA	33.87	181/3	No
Sq. Ft. of Building	Acreage R-6/PUD	Number of Lots/Tracts	Steam Buffer (Yes or No)
R6 and R30PUD	~~No Change~~	Vacant AG Land	Single Family
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	☒ One 24" x 36" set of plans for Land Sub. & Site Dev.
☒ Application Fee	☒ One PDF copy of a plat map or site plan
☒ Cover Letter Describing Details of Project	☒ Legal Description of the property in question

Contact Information

Applicant

Bryan Rahn	Midwest National Holdings
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Owner

Bryan Rahn	Midwest National Holdings
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other:

Richard Michael	HG Consult Inc.
Name	Company
[redacted]	
Address	
[redacted]	
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.

[signature]	03/25/2026	[signature]	03/25/2026
Applicant's Signature	Date	Owner's Signature	Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 5-21-26 Case No. 26-125-03

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: Rezoning from R-6 and R30 PUD to R-6PUD

PARCEL 16-140-03-01-01-1-00-000

Applicant: Midwest National Holdings, LLC

Location of Property: 20691 E US 24 HWY MAP ATTACHED

Planning Commission Meeting Date: JUNE 9TH, 2026, at 6:00 p.m.

City Council Meeting Date: JULY 20, 2026, at 6:00 p.m.

Location of public hearings: Independence Municipal Commons
20201 E. Jackson Drive, Independence, Missouri, 64057

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.

Bryan Rahn APPLICANT
Applicant (or Owner/Agent)

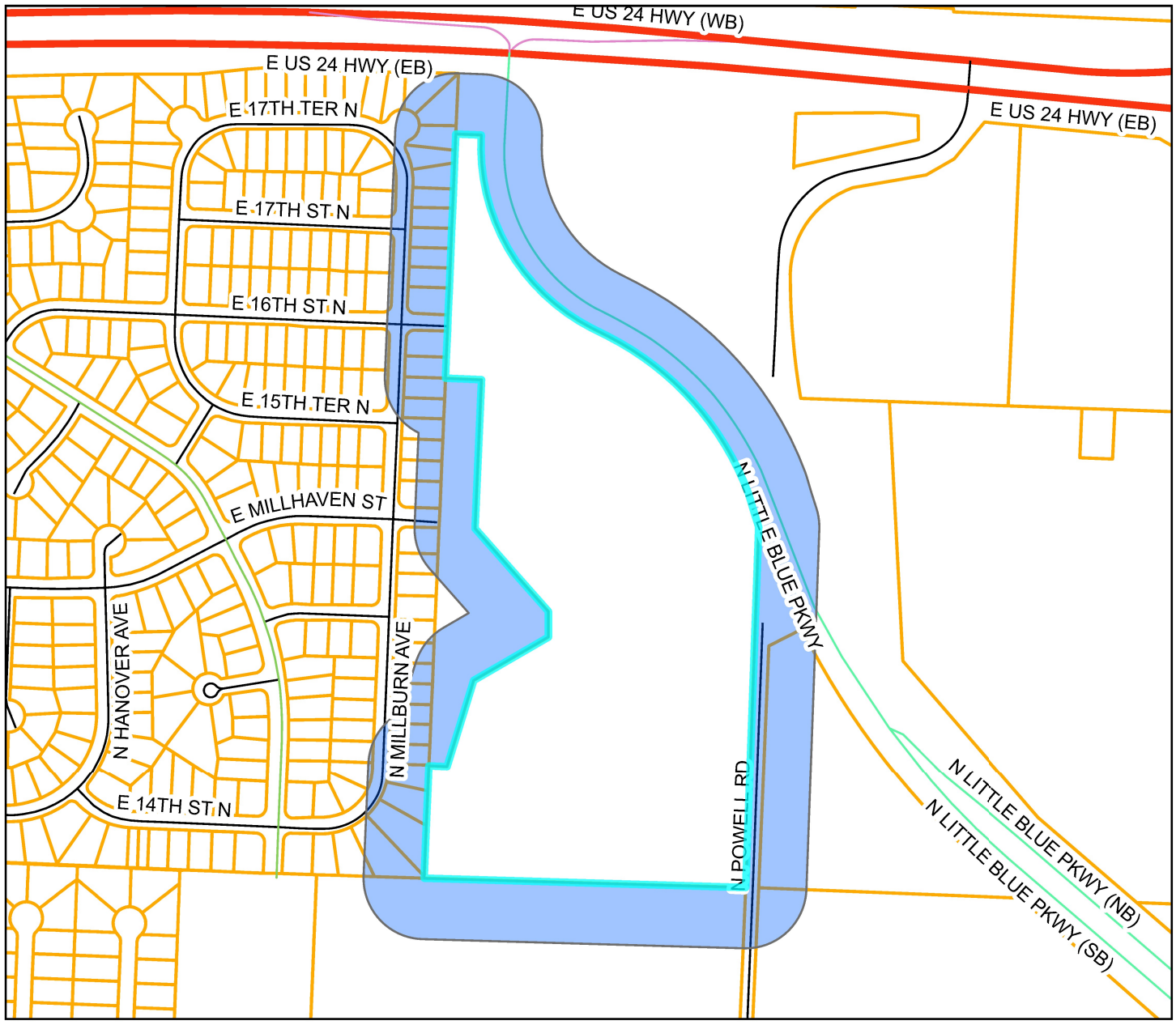
For more information, contact the Community Development Department at 816-325-7421.

Notification Area Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

20691 E US 24 Hwy

Case #26-125-03



Prepared For: Planning Commission
Meeting Date: June 9, 2026

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
16-600-01-01-02-0-00-000	1121 N POWELL RD	RAINE ELIZABETH CARLYLE-TRUSTEE	449 E FRANKLIN	LIBERTY	MO	64068
16-140-12-05-00-0-00-000	1400 N MILLBURN AVE	ZELAYA NANCY	1400 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-12-00-0-00-000	1401 N MILLBURN AVE	HORNING PENNY J	1401 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-13-01-00-0-00-000	1401 N POWELL RD	HANCOCK SARAH M	908 N OSAGE	INDEPENDENCE	MO	64050
16-140-10-11-00-0-00-000	1403 N MILLBURN AVE	HUFF DAVID B	1403 N MILBURN AVE	INDEPENDENCE	MO	64056
16-140-12-06-00-0-00-000	1404 N MILLBURN AVE	SLOAN WILLIAM ELLIS & SONIA M	1404 MILBURN AVE	INDEPENDENCE	MO	64056-1427
16-140-10-10-00-0-00-000	1405 N MILLBURN AVE	BR GPC JV LLC	PO BOX 683	LEES SUMMIT	MO	64063
16-140-12-07-00-0-00-000	1406 N MILLBURN AVE	JONES ERNEST	1406 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-09-00-0-00-000	1407 N MILLBURN AVE	ELLIS RICK J & SANDRA K	1407 MILLBURN AVE	INDEPENDENCE	MO	64055
16-140-10-08-00-0-00-000	1409 N MILLBURN AVE	MILNER KELLY	1409 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-07-00-0-00-000	1411 N MILLBURN AVE	CSMA BLT LLC	1850 PARKWAY PL STE 900	MARIETTA	GA	30067
16-140-10-06-00-0-00-000	1415 N MILLBURN AVE	LICHTE AMY K	1415 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-05-00-0-00-000	1417 N MILLBURN AVE	BAF ASSETS LLC	5001 PLAZA ON THE LAKE STE 200	AUSTIN	TX	78746
16-140-10-03-00-0-00-000	1423 N MILLBURN AVE	TRAVIS JAMES E & MARY A	1423 MILBURN AVE	INDEPENDENCE	MO	64056
16-140-10-02-00-0-00-000	1425 N MILLBURN AVE	WRIGHT HARRY D & CHERRY A	1425 MILLBURN	INDEPENDENCE	MO	64056
16-140-10-01-00-0-00-000	1429 N MILLBURN AVE	HULTZ MEGAN M	1429 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-08-00-0-00-000	1501 N MILLBURN AVE	BOLIN CORY L & JESSICA L	1501 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-07-00-0-00-000	1505 N MILLBURN AVE	ANC VENTURE HOLDINGS LLC	4621 S SHRANK DR	BLUE SPRINGS	MO	64015
16-140-08-06-00-0-00-000	1509 N MILLBURN AVE	GOINGS AARON & HEIDI	1509 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-05-00-0-00-000	1513 N MILLBURN AVE	OAKES THOMAS D JR	1513 MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-04-00-0-00-000	1517 N MILLBURN AVE	WILLIAMS ROBERT	1321 S HOME AVE	INDEPENDENCE	MO	64052
16-140-08-03-00-0-00-000	1521 N MILLBURN AVE	POWERS WILLIAM W & JULIA R	1521 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-08-02-00-0-00-000	1525 N MILLBURN AVE	BOND ANGELA L	1525 MILBURN	INDEPENDENCE	MO	64056
16-140-08-01-00-0-00-000	1529 N MILLBURN AVE	PEMBERTON AMANDA J	1529 MILBURN AVE	INDEPENDENCE	MO	64056
16-140-04-14-00-0-00-000	1601 N MILLBURN AVE	WILLIAMS AUSTIN LEVI	1601 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-13-00-0-00-000	1605 N MILLBURN AVE	AO PROPCO 1 LLC	199 LAFAYETTE ST APT 7A	NEW YORK	NY	10012
16-140-04-12-00-0-00-000	1609 N MILLBURN AVE	WILLEMS JAIME	1609 N MILBURN AVE	INDEPENDENCE	MO	64056
16-140-04-11-00-0-00-000	1613 N MILLBURN AVE	VONDA J WILLIAMS REVOCABLE TR AGREEMNT DATED 06-03-2020	3804 S ROGERS CIR	INDEPENDENCE	MO	64055
16-140-04-10-00-0-00-000	1617 N MILLBURN AVE	KROCZA ALAN GILBERT	1617 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-09-00-0-00-000	1701 N MILLBURN AVE	WINTER JAMES & TAMMARA	1701 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-05-03-00-0-00-000	1704 N MILLBURN AVE	ATHERTON JOSHUA L	1704 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-08-00-0-00-000	1705 N MILLBURN AVE	FORD ROBERT T & BETTY L	1705 MILLBURN	INDEPENDENCE	MO	64056
16-140-04-16-00-0-00-000	1709 N MILLBURN AVE	QUALITY CUSTOM PROPERTIES LLC	PO BOX 3194	INDEPENDENCE	MO	64055
16-140-04-15-00-0-00-000	1713 N MILLBURN AVE	RS RENTAL I LLC	199 LAFAYETTE ST FL 7	NEW YORK	NY	10012
16-140-04-05-00-0-00-000	1717 N MILLBURN AVE	MURPHY KYLE L	1717 N MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-04-04-00-0-00-000	1721 N MILLBURN AVE	DRUMHELLER CHRISTOPHER D	1721 MILBURN	INDEPENDENCE	MO	64056
16-140-04-03-00-0-00-000	1725 N MILLBURN AVE	MOSIER DEBRA L	1725 MILLBURN AVE	INDEPENDENCE	MO	64056
16-140-10-16-00-0-00-000	20305 E 14TH ST	HARP MATTHEW E & JENNIFER L	20305 E 14TH ST N	INDEPENDENCE	MO	64056
16-140-10-15-00-0-00-000	20307 E 14TH ST	US SFE ASSET COMPANY 5 LLC	5001 PLAZA ON THE LAKE STE 200	AUSTIN	TX	78746
16-140-12-04-00-0-00-000	20308 E 14TH ST	WEIKEL GIEANI M	20308 E 14TH TER N	INDEPENDENCE	MO	64056
16-140-10-14-00-0-00-000	20309 E 14TH ST	BOLLINGER SCOTT EDWARD & MELINDA SUE-TRU	1202 NW 164TH ST	SMITHVILLE	MO	64089
16-140-10-13-00-0-00-000	20311 E 14TH ST	PUGH IESHA L	20311 E 14TH ST N	INDEPENDENCE	MO	64056
16-140-07-04-00-0-00-000	20416 E 15TH TER	HOENSHELL PAUL JR & TIESSIA ANN	20416 E 15TH TER N	INDEPENDENCE	MO	64056
16-140-06-04-00-0-00-000	20416 E 16TH ST	GENGLER STEVEN R & DEBRA A	20416 16TH STREET N,	INDEPENDENCE	MO	64056
16-140-05-04-00-0-00-000	20416 E 17TH ST	JOHNSON SARAH	20416 E 17TH ST N	INDEPENDENCE	MO	64056
16-140-07-01-00-0-00-000	20417 E 16TH ST	RICHARDSON HEATHER	20417 E 16TH ST N	INDEPENDENCE	MO	64056
16-140-06-01-00-0-00-000	20417 E 17TH ST	VINEBROOK HOMES BORROWER 2 LLC	3500 PARK CENTER DR STE 100	DAYTON	OH	45414
16-600-01-02-00-0-00-000	20500 E BUNDSCHU RD	WOODY WILLIAM R	1006 ALLEN RD	INDEPENDENCE	MO	64050
16-140-03-01-01-1-00-000	20691 E US 24 HWY	ROGERS RICHARD R	303 20TH AVE N	GREENWOOD	MO	64034
16-140-03-01-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	CITY OF INDEPENDENCE	INDEPENDENCE MUNICIPAL COMMONS 20201 E. JACKSON DRIVE	INDEPENDENCE	MO	64057

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-125-03

I, Bryan Rahn, 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 22 day of May, 2026.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 26 day of May, 2026.

Lauren Breanne Hatfield

Notary Public

October 27 2029

Commission Expiration Date

LAUREN BREANNE HATFIELD
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25267180
My Commission Expires 10/27/2029

PRELIMINARY PLAT

"ARBORLYN AT BLUE TRACE"

LOTS 1 THRU 196, TRACTS A, B, C, D, E, F & G

ALL THAT PART OF THE SE 1/4, SECTION 21, TOWNSHIP 50 NORTH, RANGE 31 WEST,
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

SHEET INDEX

1. TITLE SHEET
2. EXISTING CONDITIONS
3. OVERALL LAYOUT AND PHASING
4. NORTH LOT DIMENSIONS
5. CENTER LOT DIMENSIONS
6. SOUTH LOT DIMENSIONS
7. OVERALL GRADING PLAN
8. SITE PLAN WITH FOOTPRINTS
9. LANDSCAPE PLAN

LEGEND

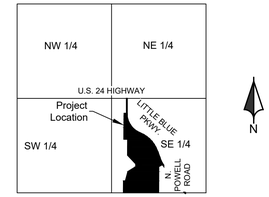
Existing Section Line	Proposed Right-of-Way
Existing Right-of-Way Line	Proposed Property Line
Existing Lot Line	Proposed Lot Line
Existing Easement Line	Proposed Easement
Existing Curb & Gutter	Proposed Curb & Gutter
Existing Sidewalk	Proposed Sidewalk
Existing Storm Sewer	Proposed Storm Sewer
Existing Storm Structure	Proposed Storm Structure
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
	Future Curb & Gutter



PROJECT BENCHMARK:

#1 CENTER OF EXISTING SANITARY SEWER MANHOLE APPROX. 20 FEET SOUTH OF CENTERLINE OF EAST 16TH STREET NORTH AND APPROX. 20 FEET EAST OF THE CENTERLINE OF NORTH MILBURN AVENUE.
N: 1079754.49 E: 2835313.11 TOP ELEV. 880.36

#2 CENTER OF EXISTING SANITARY SEWER MANHOLE APPROX. 18 FEET NORTH OF CENTERLINE OF EAST MILLHAVEN STREET AND APPROX. 21 FEET EAST OF THE CENTERLINE OF NORTH MILBURN AVENUE.
N: 1079197.92 E: 2835290.81 TOP ELEV. 864.06



LOCATION MAP
SECTION 21-T50N-R31W
Scale 1" = 2000'

LEGAL DESCRIPTION:

All that part of the Southeast Quarter of Section 21, Township 50 North, Range 31 West, now in the City of Independence, Jackson County, Missouri more particularly described by R. Kevin Sterrett, Mo. PLS #2469 of Hg Consult, Inc. as follows:

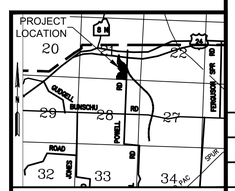
COMMENCING at the Northwest Corner of the Southeast Quarter of said Section 21; thence South 87 degrees 44 minutes 44 seconds East, along the North line of said Southeast Quarter, a distance of 329.78 feet; thence South 02 degrees 15 minutes 16 seconds West, a distance of 212.57 feet to the Northeast corner of BLUE MILLS - 3RD PLAT, a subdivision in the City of Independence, Jackson County, Missouri, as now established, thence South 02 degrees 23 minutes 28 seconds West, a distance of 175.29 feet along the east line of said Blue Mills- 3rd Plat and to the POINT OF BEGINNING; thence S87 degrees 48 minutes 34 seconds East, a distance of 69.10 feet to the West right of way line of Little Blue Parkway, as now established; thence Southerly and Southeasterly, along the west right of way line of said Little Blue Parkway, along a curve to the left, with a radius of 618.00 feet, a central angle of 66 degrees 29 minutes 24 seconds, and whose initial tangent bearing is South 03 degrees 13 minutes 47 seconds West, an arc length of 717.17 feet to a point of tangency; thence continuing along said West right of way line, South 63 degrees 15 minutes 37 seconds East, a distance of 55.04 feet to a point of curvature; thence Southeasterly and Southerly, continuing along said west right of way line, along a curve to the right, having a radius of 880.00 feet and a central angle of 42 degrees 44 minutes 30 seconds, an arc length of 656.47 feet; thence Southeasterly, continuing along said west right of way line, along a curve to the left, with a radius of 2,415.95 feet, a central angle of 10 degrees 37 minutes 47 seconds, and whose initial tangent bearing is South 16 degrees 00 minutes 16 seconds East, an arc length of 448.22 feet; thence South 62 degrees 58 minutes 19 seconds West, a distance of 111.76 feet to a line 20 feet East of and parallel with the East line of the West Half of said Section 21; thence South 02 degrees 16 minutes 43 seconds West, along said line 20 feet East of and parallel with the East line of the West Half of said Section 21, a distance of 746.64 feet to the South line of the Southeast Quarter of said Section 21; thence North 88 degrees 06 minutes 42 seconds West, along said South line, a distance of 1014.24 feet to the Southeast corner of BLUE MILLS - 4TH PLAT, a subdivision in the City of Independence, Jackson County, Missouri, as now established; thence North 02 degrees 23 minutes 28 seconds East, along the East line of said BLUE MILLS - 4TH PLAT, a distance of 344.32 feet; thence South 87 degrees 42 minutes 08 seconds East a distance of 55.18 feet; thence North 17 degrees 09 minutes 10 seconds East, a distance of 274.52 feet; thence North 59 degrees 52 minutes 14 seconds East, a distance of 263.35 feet; thence North 00 degrees 04 minutes 17" West, a distance of 77.71 feet; thence North 41 degrees 34 minutes 05 seconds West, a distance of 336.88 feet; thence North 02 degrees 23 minutes 28 seconds East. a distance of 452.39 feet; thence North 87 degrees 36 minutes 32 seconds West, a distance of 110.00 feet to the East line of said BLUE MILLS - 3RD PLAT; thence North 02 degrees 23 minutes 28 seconds East, along said East line, a distance of 749.96 feet to the POINT OF BEGINNING. Containing 1,503,075 square feet or 34.506 acres, more or less.

NOTES:

1. Tract "A, B, C, D, E, F" is intended for open space, utility infrastructure and stormwater detention. Tract "G" is intended for open space, utility infrastructure and possible future right-of-way. All tracts shall be owned and maintained by the Arborlyn at Blue Trace Home Owners' Association.
2. Lots 1 thru 39, 195 & 196, Tracts A & B will be constructed in the First Phase (41 Lots).
   Lots 40 thru 114, Tracts C, D, E & F will be constructed in the Second Phase (75 Lots).
   Lots 115 thru 194, Tract G will be constructed in the Third Phase (80 Lots).
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, street lighting, street signing and pavement marking. These items will be shown and detailed on the construction plans.
4. According to the FEMA Flood Insurance Rate Version Number 2.6.4.6 Map Number 29095C0190H, Revised December 7, 2023, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside of 0.2% annual chance floodplain.
5. Maintenance of each lot will be provided by the individual lot owner.
6. All sidewalks within the proposed subdivision adjacent to the proposed streets shall be 5 foot in width.
7. Developer will place subdivision monument sign near the intersection of the Entrance Drive and Little Blue Parkway.
8. Developer will reconfigure the pavement markings on Little Blue Parkway at the Road A access point. Existing pavement will allow for a 4 foot shoulder width on both sides, one 12 foot lane width in each direction, and a 12 foot northbound left turn lane (with 100 foot storage length). A southbound left turn lane will not be marked, but will be transitioned and striped with hatch markings. These pavement markings will be shown and detailed on the construction plans.

DEVELOPER
MIDWEST NATIONAL HOLDINGS, LLC
1120 NW EAGLE RIDGE BOULEVARD
GRAIN VALLEY, MISSOURI 64029
(816) 985-2641
CONTACT - BRYAN RAHN

ENGINEER
Hg CONSULT, INC.
1533 LOCUST STREET
KANSAS CITY, MISSOURI 64108
(816) 456-6151
CONTACT - RICHARD MICHAEL



VICINITY MAP
NOT TO SCALE

NO.	DATE	REVISION	BY	CK/APP
1	03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	SPW	RKS
	03/26/26	PER CITY'S COMMENTS	SPW	RKS

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2469
REGISTERED PROFESSIONAL ENGINEER
R. KEVIN STERRETT, MO E-26440
May 15, 2026

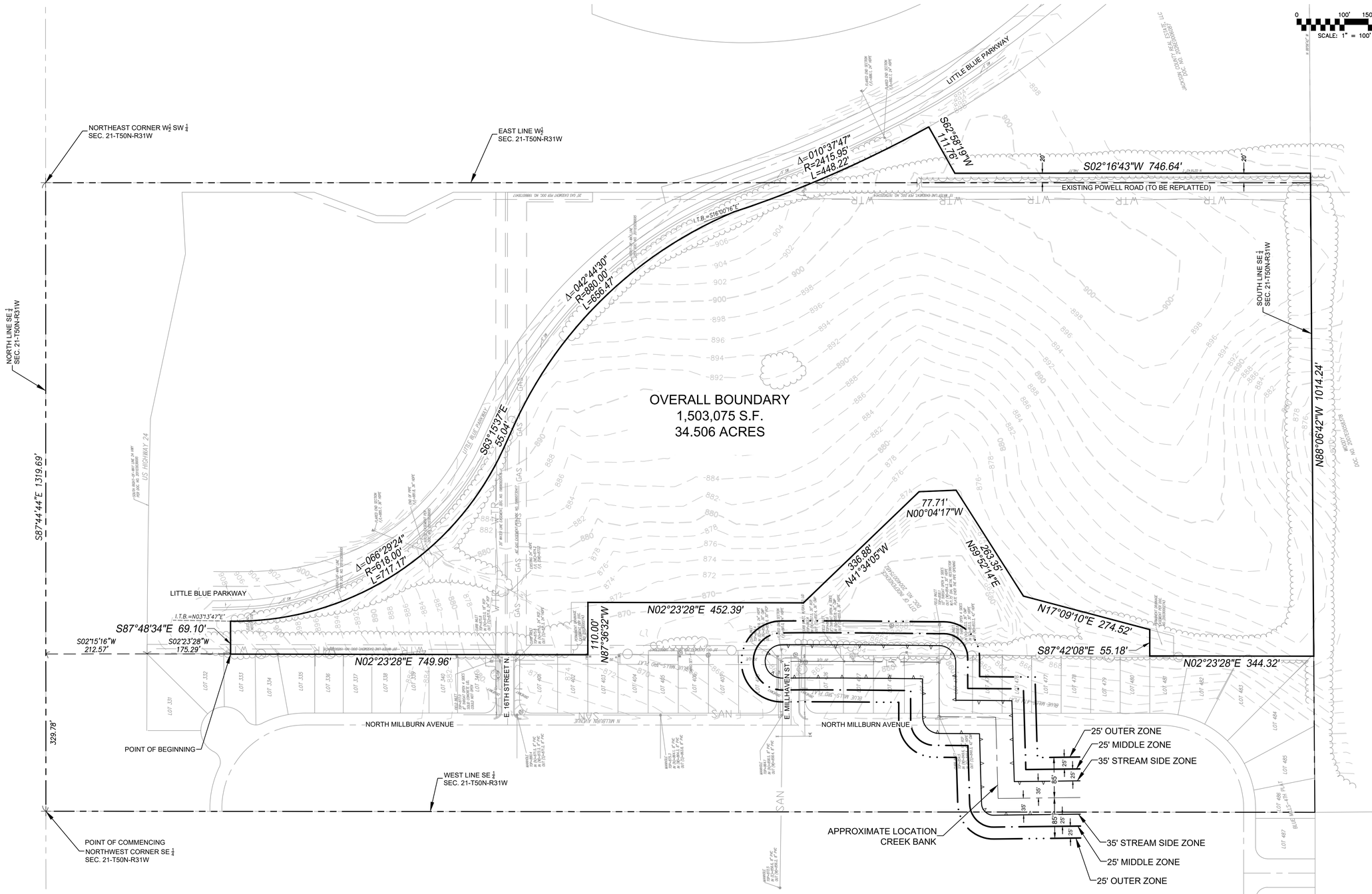
Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
TITLE SHEET

ARBORLYN AT BLUE TRACE
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
25.028 Base
DRAWING NO.
25.028 Preliminary Plat
DATE
March 26, 2026
JOB NO.
25.028
SHEET 1 OF 9

FILE LOCATION G:\SHARED DRIVES\HG PROJECTS (YR 2025-2029)\2025\25.028 ARBORLYN AT BLUE TRACE (YARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE 5/15/2026 11:01 AM by RKS



NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	03/19/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	03/26/26	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
EXISTING CONDITIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET OF	2 OF 9

FILE LOCATION G:\SHARED DRIVES\IHC PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME 3/31/2026 11:33:34 AM by STERR

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. The right-of-way at the entrance drive is 60 foot wide and shall have a street width of 36 feet, back of curb to back of curb.

DRIVEWAY RESTRICTIONS:
No driveways shall have a slope greater than 6%.

BUILDING SETBACKS:
All lots shall have a minimum 15' front yard setback, 3' side yard setback, and 25' rear yard setback.

SIDEWALKS:
Sidewalks shall be installed as part of the overall infrastrucutre but installed in combination of driveways on each lot. Sidewalk location shall be shown on the final plat. Sidewalk maintenance will be the inidividual lot owners responsibility.

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 & R-30 PUD.

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-12.

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" line on the north side of East 16th Street, east of North Millburn Avenue and also where the proposed 8" line meets the existing 20" water line in shown easements. All proposed water lines shall be 8" DIP.

PROJECT DATA:
Proposed Use - Single Family
Project Area - 34.51 acres
Number of Lots - 196

COMMON AREA:
Tracts A, B, C, D, E, F, G to be open space/landscaped area and storm water detention. Tract H to be open space/landscaped area and future roadway right-of-way.

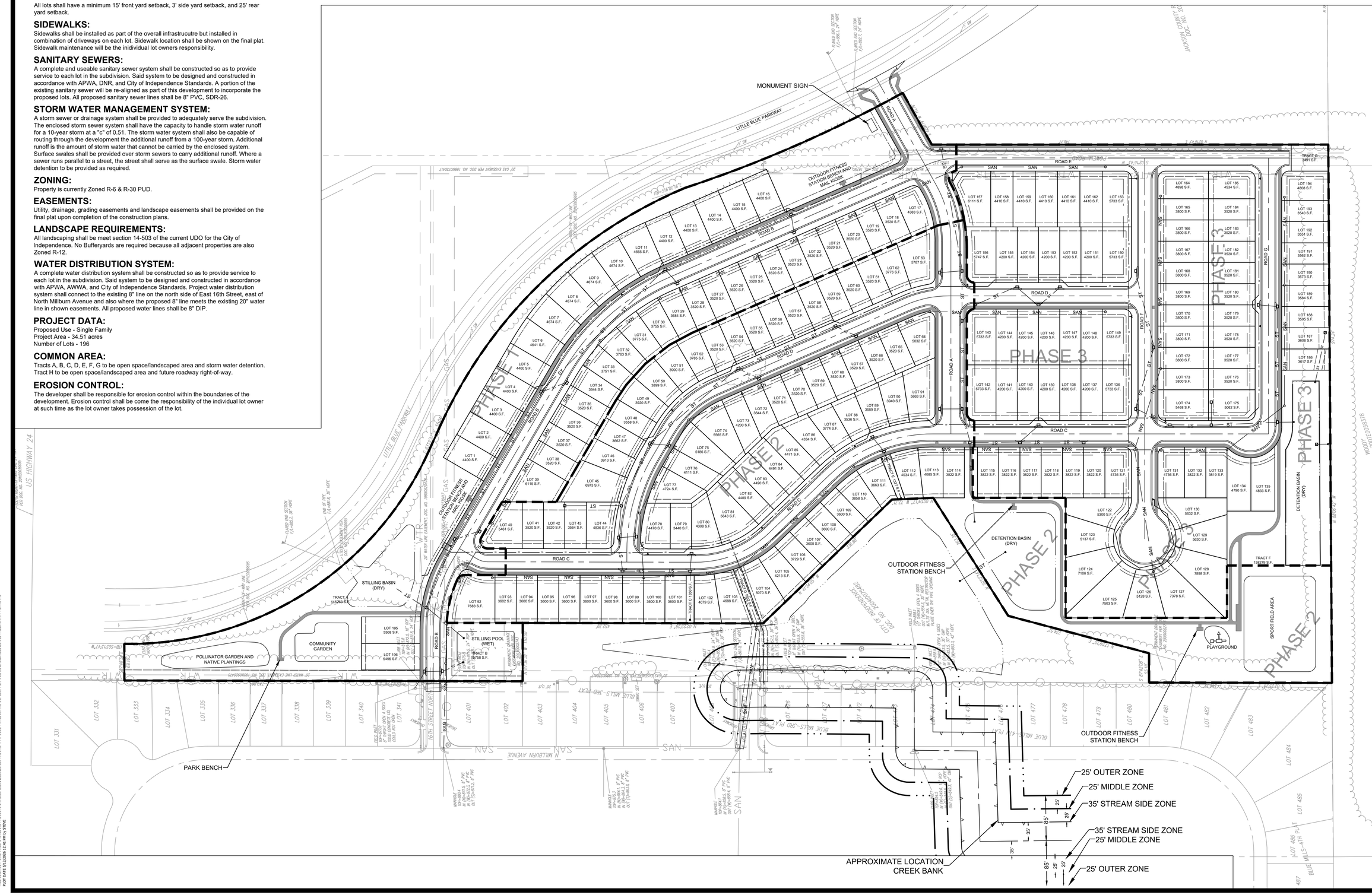
EROSION CONTROL:
The developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be come the responsibility of the individual lot owner at such time as the lot owner takes possession of the lot.

NOTES:

1. The minimum lot size shall be 3,500 square feet. However the average lot size for this development per the lot areas shown on sheets 4, 5 and 6, is 4,109 square feet.

2. Lots 1 thru 39, 195 & 196, Tracts A & B will be constructed in the First Phase (41 Lots). Lots 40 thru 114, Tracts C, D, E & F will be constructed in the Second Phase (75 Lots). Lots 115 thru 194, Tract G will be constructed in the Third Phase (80 Lots).

0 80' 120' 160'
SCALE: 1" = 80'



NO.	BY	CK/APP	DATE	REVISION
1	SPW	RKS	03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE
	SPW	RKS	03/16/26	PER CITY'S COMMENTS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 26440
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
OVERALL LAYOUT AND PHASING

ARBORLYN AT BLUE TRACE
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.: 25.028 Base
DRAWING NO.: 25.028 Preliminary Plat
DATE: March 26, 2026
JOB NO.: 25.028
SHEET 3 OF 9

FILE LOCATION:C:\SHARED DRIVE\CHC PROJECTS (YR 2025-2030)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME:3/26/2026 8:14 PM by STEVE

SOUTH RIGHT-OF-WAY LINE 24 HWY
PER DOC. NO. 2011E0036695

US HIGHWAY 24

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 401

W TR

S87°48'32"E 69.10'

ITB=S03°13'47"W

ELEC. PAD NOT IN USE

POLLINATOR GARDEN AND NATIVE PLANTINGS

5' SW

RIGHT-OF-WAY LINE
PER DOC. NO. 2011E0036695

FLARED END SECTION
F/L=885.7, 36" HDPE

ST

END OF PIPE
F/L=881.8, 36" HDPE

UTILITY EASEMENT PER
DOC. NO. 2011E0036695

PROPOSED STORM SEWER (TYP.)

PROPOSED SANITARY SEWER (TYP.)

COMMUNITY GARDEN

7.5' U/E

100'

FIELD INLET
TOP=877.0
8" THROAT OPEN 4 SIDES
SOLID CONCRETE LID,
COULD NOT OPEN

196

110'

195

110'

111'

TR A
STILLING POND
(DRY)

CURB INLET
TOP=875.8
IN (N)=872.0, 18" RCP
OUT (S)=871.8, 24" RCP

10' U/E

21'

50'

27'

L=23'

L=123'

25'

16TH STREET NORTH

N87°42'08"W 98.10'

R=250.00'

L=132.43'

LITTLE BLUE PARKWAY

S 63°15'37" E 550.04'

5' SW

WATER LINE EASEMENT, DOC. NO. 1989109278

PLAT PER DOC. NO. 1986107300417

GAS

SAN

DRIVEWAY

98'

L=97'

L=12'

CURB INLET
TOP=875.8
IN (N)=871.5, 24" RCP
OUT (S)=871.3, 24" HDPE

R=14'

L=23'

29.41'

162'

90°0'0"

S33°39'30"W
39.11'

R=39.00'

L=20.49'

R=14'

L=29'

78°

92

91'

143'

TR B
STILLING POOL
(WET)

15' BL

L=3.4'

14'

50' R/W

1

2

3

88'

50'

256'

15' BL

10' U/E

PVC

PVC

" PVC

749.96'

557'

W TR & WATER LINE EASEMENT, DOC. NO. 1989109278

W TR

S

ST

SAN

GAS

W TR

4" SW

0 40' 60' 80'

SCALE: 1"=40'

NO.	REVISION	BY	CK/APP
		SPW	RKS
1	PER CITY'S COMMENTS	SPW	RKS

DATE	REVISION
03/19/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE, JACE
03/26/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE, JACE

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2644
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
NORTH LOT DIMENSIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	4
OF	9

FILE LOCATION G:\SHARED DRIVE\SHC PROJECTS (YR 2025-2029)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME 3/31/2026 11:34:44 AM by STERR

16TH STREET NORTH

20' WATER LINE EASEMENT, DOC. NO. 1989I0920478

S 63°15'37" E 550.4'

LOT LINE PER DOC. NO. 1986I0730417

20' GAS EASEMENT PER DOC. NO. 1986I0730417

PROPOSED WATER LINE (TYP.)

PROPOSED SANITARY SEWER (TYP.)

PROPOSED STORM SEWER (TYP.)

RIGHT-OF-WAY LINE PER DOC. NO. 2011E0036695

SCALE: 1"=40'

TR B — STILLING POOL (WET)

PERMANENT DRAINAGE EASEMENT PER DOC. NO. 2003I0002743

ROAD "B"

ROAD "C"

ROAD "D"

TR C

TR D

TR E

BLUE MILLS-3RD PLAT

LOT 401 LOT 402 LOT 403 LOT 404 LOT 405 LOT 406 LOT 407 LOT 408 LOT 426 LOT 427 LOT 472 LOT 473

CURB INLET TOP=875.8 IN (N)=871.5, 24" RCP OUT (S)=871.3, 24" HDPE

CURB INLET TOP=863.4 IN (E)=859.9, 24" HDPE IN (N)=858.0, 30" CMP OUT (S)=859.8, 30" RCP

FLARED END SECTION F/L=861.0, 24" HDPE

CURB INLET, W/ GRATE TOP=862.4 IN (N)=857.5, 30" RCP OUT (S)=857.4, 36" CMP

FIELD INLET TOP=861.6 8" THROAT OPEN 4 SIDES IN (N)=855.9, 36" CMP OUT (S)=855.8, 36" HDPE

CITY OF INDEPENDENCE DOC. NO. 2004I0075482

NO.	REVISION	DATE	BY	CK/APP
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STATE OF MISSOURI — RICHARD KEVIN STERRETT — NUMBER 2006 — REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

L&G Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
CENTER LOT DIMENSIONS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET	5 OF 9

FILE LOCATION G:\SHARED DRIVE\SHC PROJECTS (YR 2015-2050)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE 3/12/2026 7:13 AM BY STEVE

NO.	REVISION	DATE	BY	CK/APP
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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2644
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

0 40' 60' 80'
SCALE: 1"=40'

Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
SOUTH LOT DIMENSIONS

ARBORLYN AT BLUE TRACE
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	March 26, 2026
JOB NO.	25.028
SHEET OF	6 OF 9

FILE LOCATION G:\SHARED DRIVES\HC PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME 3/12/2026 8:13 AM by SSTE

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PLOT DATE 5/12/2026 11:34 AM by STEVE

PRELIMINARY PLAT
OVERALL GRADING PLAN

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

R. KEVIN STERRETT, MO E-26440
May 15, 2026

DATE	REVISION	NO.	BY	CK/APP
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PROJECT NO.: 25.028 Arborlyn
DRAWING NO.: 25.028 Preliminary Plat
DATE: March 26, 2026
SCALE: 1" = 80'
SHEET NO.: 7 OF 9

BUILDING FOOTPRINT

MONUMENT SIGN

LITTLE BLUE PARKWAY

US HIGHWAY 24

N MILLBURN AVENUE

ROAD A

ROAD B

ROAD C

ROAD D

ROAD E

ROAD F

ROAD G

OUTDOOR FITNESS STATION BENCH AND MAIL KIOSK

OUTDOOR FITNESS STATION BENCH

TRACT A STILLING POND

TRACT B STILLING POOL

PLAYGROUND

COMMUNITY GARDEN

POLLINATOR GARDEN AND NATIVE PLANTINGS

DETENTION BASIN

TRACT F SPORT FIELD AREA

NO.	DATE	REVISION	BY	CK/APP
1	03/26/26	PER CITY'S COMMENTS	SPW	RKS
	03/06/26	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	SPW	RKS

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STATE OF MISSOURI
RICHARD KEVIN STERRETT
NUMBER 2006
REGISTERED PROFESSIONAL ENGINEER

R. KEVIN STERRETT, MO E-26440
May 15, 2026

Consult 18 Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010005573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
SITE PLAN WITH FOOTPRINTS

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.
25.028 Base

DRAWING NO.
25.028 Preliminary Plat

DATE
March 26, 2026

JOB NO.
25.028

SHEET 8 OF 9

FILE LOCATION:C:\SHARED DRIVES\HG PROJECTS (YR 2025-2026)\2025\25.028 ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)\CIVIL\BASE_FILES\25.028 PRELIMINARY PLAT.DWG
PLOT DATE & TIME:3/26/2026 11:43 AM by STERR

Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	38	River Birch	Betula Nigra 'Heritage'	2" cal	BB	As Shown
	22	Red Oak	Quercus Rubra	2" cal	BB	As Shown
	57	Swamp White Oak	Quercus Bicolor	2" cal	BB	As Shown
	63	Green Vase Zelkova	Zelkova Serrata 'Green Vase'	2" cal	BB	As Shown
	54	Superform Norway Maple	Acer Platanoides 'Superform'	2" cal	BB	As Shown
	12	October Glory Maple	Acer Rubrum 'October Glory'	2" cal	BB	As Shown
	64	Amur Maple	Acer Ginnala 'Flame'	1 1/2"cal	BB	As Shown
	64	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1 1/2"cal	BB	As Shown
	32	Canaert Juniper	Juniperus Virginiana 'Canaertii'	6' hgt	BB	As Shown

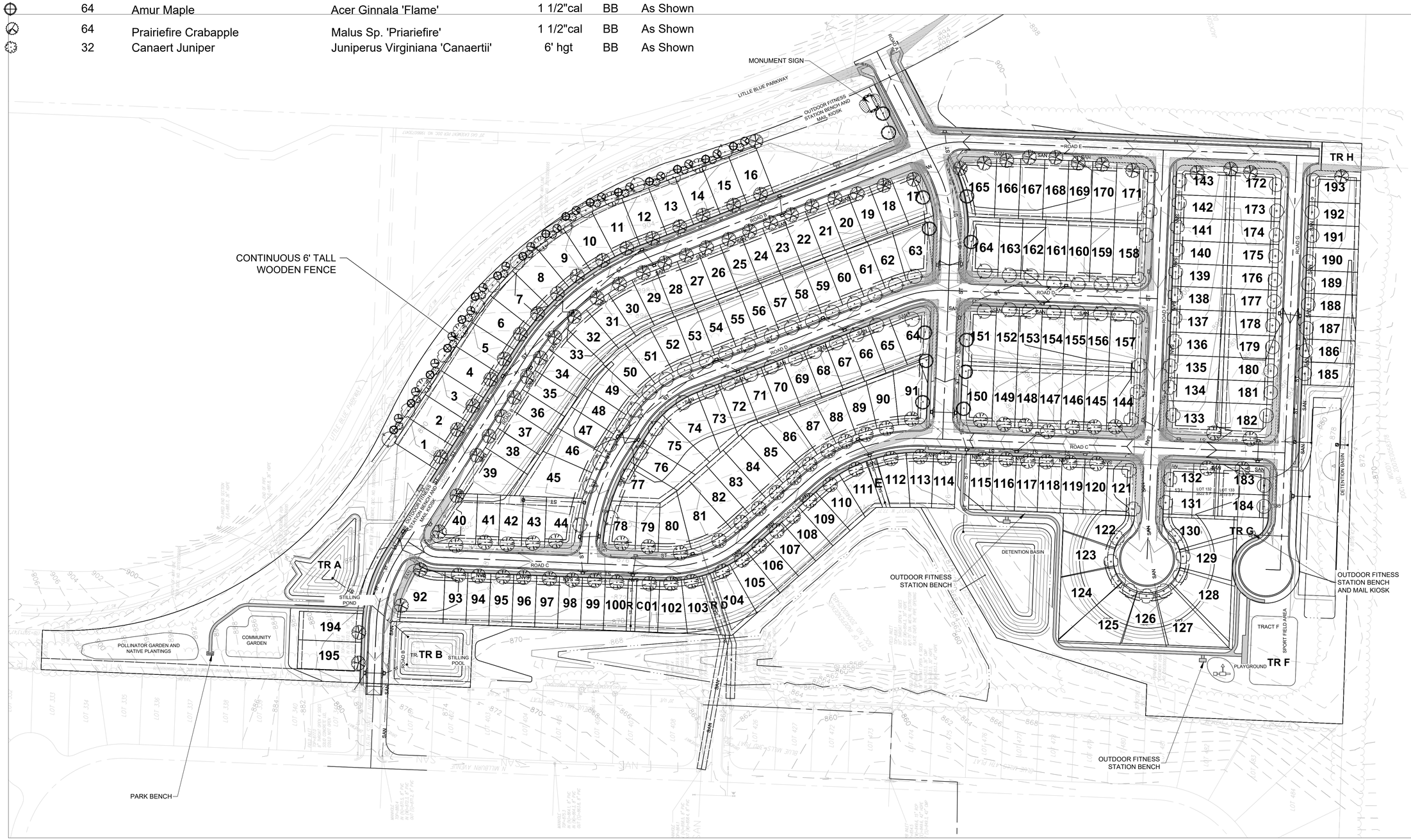
25'

150'

SIGHT TRIANGLE

0 80' 120' 160'

SCALE: 1" = 80'



NO.	REVISION	DATE	BY	CK/APP
1	PER CITY'S COMMENTS	05/04/26	SPW	RKS
	SUBMIT PRELIMINARY PLAT TO CITY OF INDEPENDENCE	03/26/26	SPW	RKS

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STATE OF MISSOURI
ROBERT KEITH SCHS
NUMBER A-2007038573
LICENSED ARCHITECT
5-15-26

Consult engineers planners Inc
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E2010000573 (MO.) / E-1736 (KS.) / LS 2019005467

PRELIMINARY PLAT
LANDSCAPE PLAN

ARBORLYN AT BLUE TRACE

CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

X-REF NO.	25.028 Base
DRAWING NO.	25.028 Preliminary Plat
DATE	May 15, 2026
JOB NO.	25.028
SHEET	9
OF	9

ARBORlyN

Planning & Zoning Presentation

City of Independence, Missouri

Arrival Series floor plans and architectural elevations

Project Overview

Arborlyn is planned as a residential community offering attainable detached single-family homes with a cohesive architectural identity and meaningful elevation variety. The Arrival Series product line is intended to provide efficient home layouts, front-loaded garage plans, varied porch conditions, and a streetscape with distinct roof forms, window compositions, and siding arrangements.

Submittal Contents

- Arrival Series Elevations
- Arrival Series Floorplans
- Architectural Diversity Approach

Streetscape Diversity Strategy

The Arrival Series is intended to avoid a repetitive streetscape by mixing roof forms, porch conditions, siding patterns, upper-story massing, and window arrangements.

Sample Plans and Future Housing Products

The floorplans and elevations included in this presentation represent a sample of the proposed Arrival Series housing collection for Arborlyn. Additional floorplans, architectural elevations, exterior material combinations, and color palettes will be incorporated as the community progresses through final design and construction. Additional two-story home designs are anticipated, and ranch-style homes are currently in development to expand housing choice and further enhance neighborhood diversity.

Arrival Series Elevations



Elevation 1



Elevation 2



Elevation 3



Elevation 4

Arrival Series Elevations



Elevation 5



Elevation 6



Elevation 7



Elevation 8

Arrival Series Elevations



Elevation 9



Elevation 10



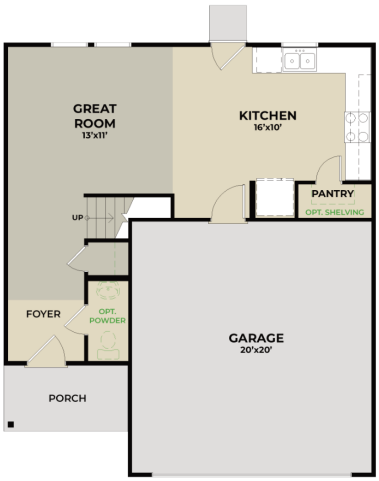
Elevation 11



Elevation 12

Arrival Series Floorplan - Plan 1

FIRST FLOOR



*Plan includes an unfinished powder/half bath on the first floor

SECOND FLOOR



THIRD FLOOR

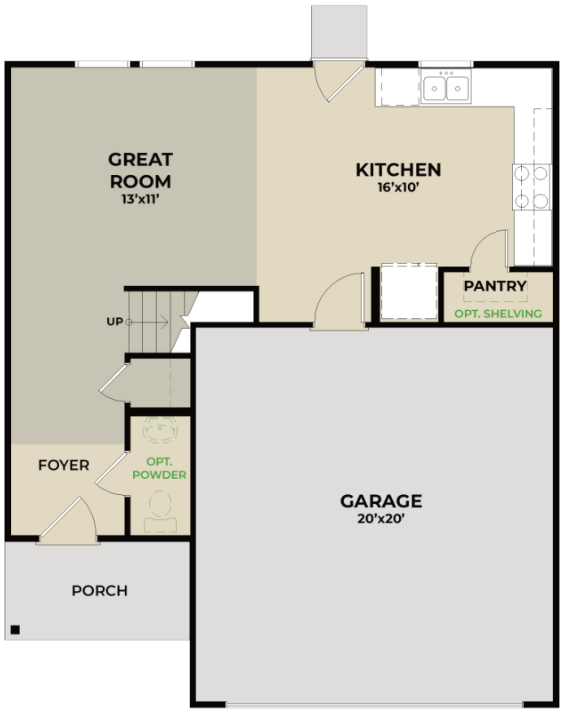


OPTIONAL BEDROOM & BATH

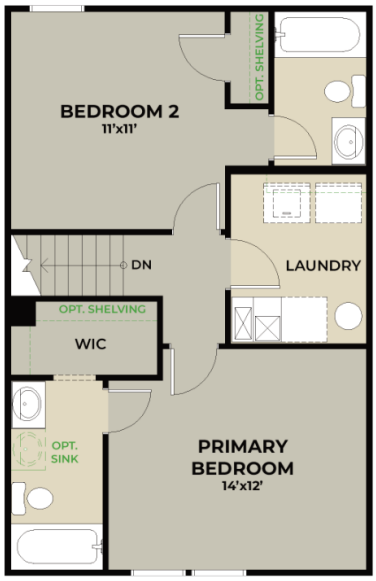
Arrival Series - Plan 1

Arrival Series Floorplan - Plan 2

FIRST FLOOR



SECOND FLOOR



Arrival Series - Plan 2

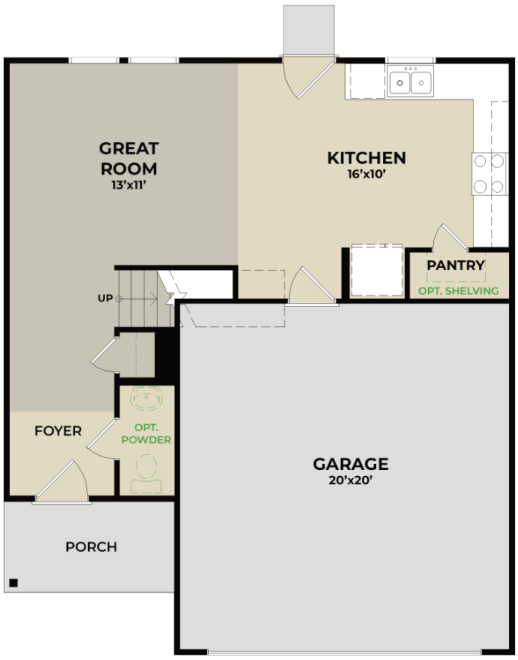
Arrival Series Floorplan - Plan 3



Arrival Series - Plan 3

Arrival Series Floorplan - Plan 4

FIRST FLOOR



SECOND FLOOR



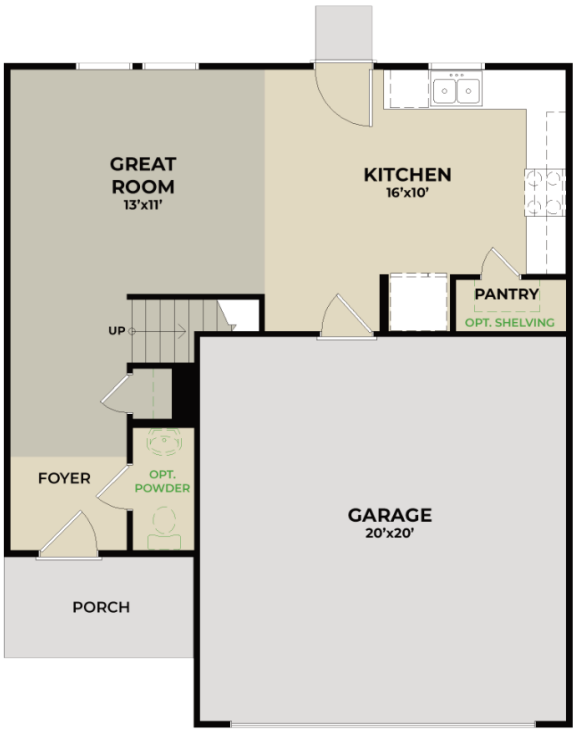


OPTIONAL BEDROOM 3
ILO LOFT

Arrival Series - Plan 4

Arrival Series Floorplan - Plan 5

FIRST FLOOR



SECOND FLOOR



Arrival Series - Plan 5

Preliminary Stormwater Management Study

Arborlyn at Blue Trace
Prepared for Midwest National Holdings, LLC
1120 NW Eagle Ridge Boulevard
Grain Valley, MO 64029

HG Consult Project No. 25.028

Prepared by Richard Michael
May 15, 2026



May 15, 2026

Hg Consult Inc

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II. General Information

A. Description of Existing Site, Location, and Proposed Use

Arborlyn at Blue Trace will consist of the development of a parcel of approximately 34.51 acres. The subject property is currently zoned predominately R-6 (Single Family Residential) with a small area on the northern limits zoned R-30/PUD (High Density Residential PUD). The property is located along the west side of Little Blue Parkway immediately south of US Highway 24. The site is currently vacant and being used as farmland. The proposed land use will be single family residences. The site will also include detention basins, road & sidewalks, and the necessary utilities to serve the development.

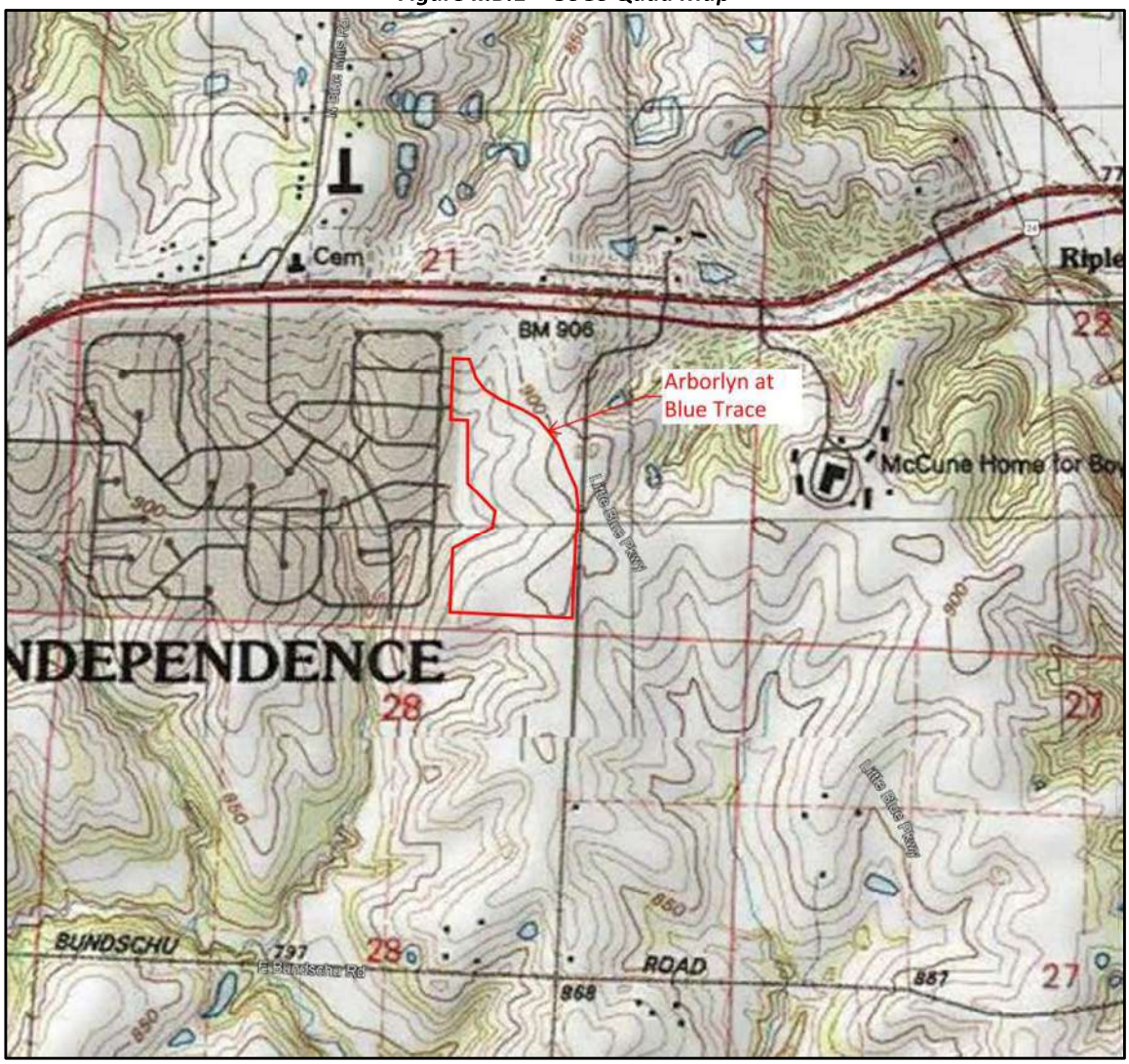
Figure II.A.1 – Aerial Photo of the project site



B. General Overview of Drainage Patterns

The project site is divided into 3 different drainage areas as shown on the Pre-Developed Drainage Area Map. The subject property discharges west into an existing detention basin, immediately west of the property. The discharge is then routed through the existing Blue Mills subdivision storm sewer system. The subject property is in the Lower Missouri-Crooked watershed.

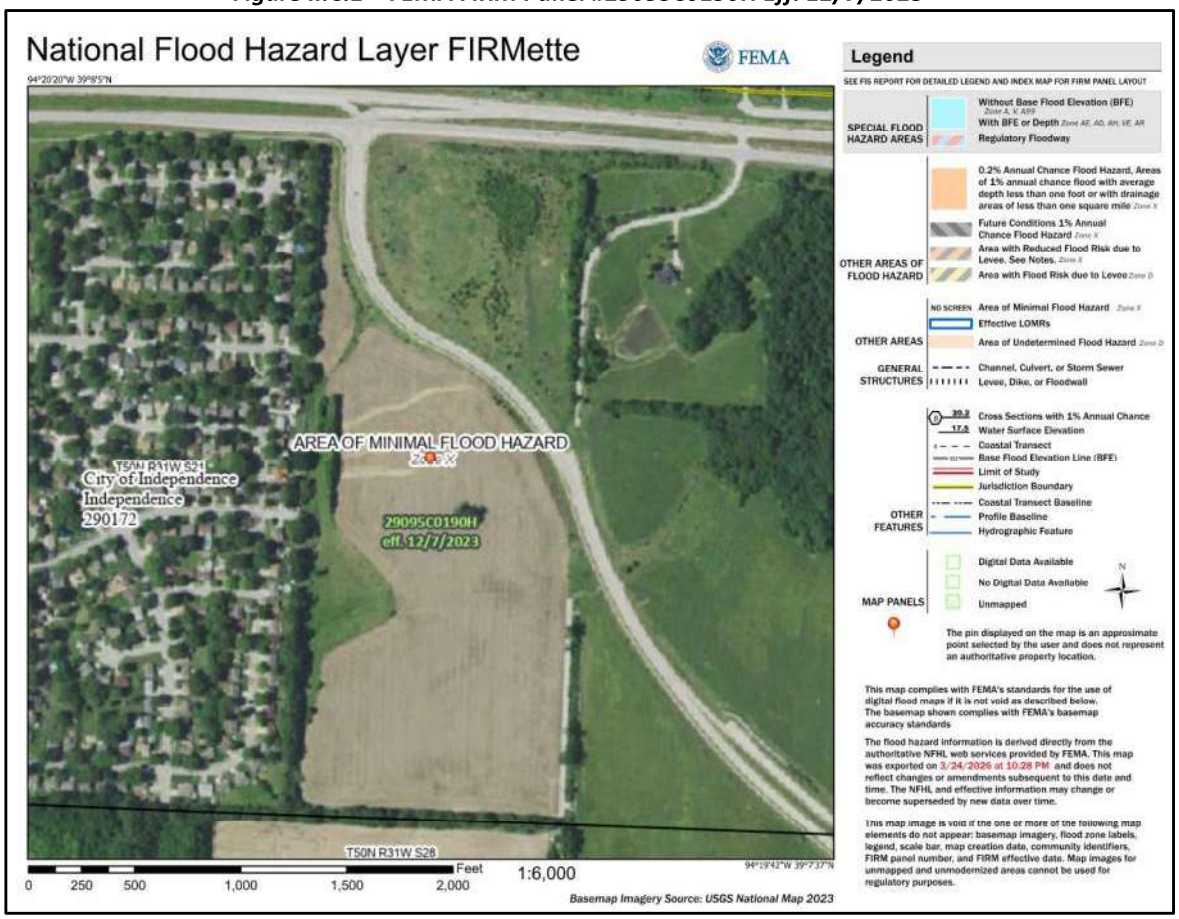
Figure II.B.1 – USGS Quad Map



C. FEMA Classification / Floodplain Issues

The project site is located within Zone X (area of minimal flood hazard). There are no floodplain boundaries being altered and therefore a Flood Study is not required. See Figure II.C.1 for Firm Panel.

Figure II.C.1 – FEMA FIRM Panel #29095C0190H Eff. 12/7/2023



D. Wetland and USACE Issues

There are no wetlands or Waters of the US being disturbed by this project and therefore no permits are required from the Corps of Engineers for the development of this site. See figure II.D.1 for US Fish and Wildlife Wetland Inventory Map.

Figure II.D.1 – US Fish and Wildlife National Wetland Inventory



E. Soil Classification

NRCS Web Soil Survey categorizes the soils for this project below. See the appendix for additional information.

Table II.E.1 – Soil Classification

Symbol	Name	Slopes	HSG
10055	Knox silt loam	5-9%	B
10063	Knox silty clay loam	9-14%	B
10132	Sibley silt loam	2-5%	C
10133	Sibley silt loam	5-9%	C
10137	Sibley-Urban land complex	5-9%	C

For this analysis, Soil group C was considered for the project. Curve Numbers were used in accordance with APWA Section 5602.3.

III. Methodology

A. Unit Hydrograph Modeling Methods

The method for evaluating this project was with the use of PondPack Connect Edition. Both Pre-Development and Post-Development conditions were considered. The unit hydrograph method used was SCS TR-55.

B. Computation Methods for Runoff Determinations

The computation methods used for runoff determinations are as follows:

- AMC II Soil Moisture conditions
- 24-Hour SCS Type II Rainfall Distribution
- SCS Runoff Curve Numbers per TR-55
- Time of Concentration developed per TR-55

C. Design Storm Events Used and Source of Rainfall Data

The design storms that were considered include the 2, 10, 100, and subsequent 100-Year storms. The rainfall data was gathered from NOAA Atlas 14 point Precipitation Frequency Data Server (PFDS) at the subject property utilizing a 24-hour rainfall.

Table III.C.1 – Methodology and Rainfall Data

Methods and Rainfall Data	
Pond Routing	Pondpack using SCS Method
Existing CN	74, Group C soils
T_C	12 minutes
Water Quality, Type II, 24-hr	1.40 inch
2-yr rainfall, Type II, 24-hr	3.65 inch
10-yr rainfall, Type II, 24-hr	5.54 inch
100-yr rainfall, Type II, 24-hr	9.05 inch

IV. Existing Conditions Analysis

A. Summary of Comprehensive Control Requirements

As mentioned previously the soils on-site consist of primarily those with a hydrologic group of C. The site is undeveloped. The APWA default strategy was used to provide comprehensive protection. The APWA default strategy reads as follows:

> *"Under this strategy, peak runoff control is provided for the 1%, 10% and 50% chance storms and volumetric and/or extended detention control of the 90% mean annual event storm for broad protection of the receiving system, including channel erosion protection and flood peak reductions over a range of return periods. This strategy shall be the default strategy unless otherwise designated or approved by the local authority. Performance standards and sizing criteria are provided in Section 5608."*

B. Existing Drainage Area Map

See the appendix (Pre-Developed Drainage Area Map) for all drainage areas and outfall locations. See Table IV.B.1 for a summary of the drainage areas.

Table IV.B.1 – Pre-Developed Drainage Areas

Drainage Area	Total Area (acres)
E-1	46.28
E-2	6.16
E-3	2.58

C. Description of Each Drainage Area

E-1: This area represents the on-site and off-site area that discharges into the existing regional detention basin. An SCS curve number of 76 has been applied to this area.

E-2: This area represents the on-site area that discharges towards the south. An SCS curve number of 74 has been applied to this area.

E-3: This area represents the on-site area that discharges towards the west, but not into the existing regional detention basin. An SCS curve number of 74 has been applied to this area.

D. Table Summarizing Input Data

Table IV.D.1 – Pre-Developed Input Area Data

Sub-Area Name	Area	CN	TOC (minutes)
E-1	46.28	76	12.00
E-2	6.16	74	7.34
E-3	2.58	74	5.00

E. Table Summarizing Peak Runoff Rates

Table IV.E.1 – Pre-Developed Peak Runoff Rate

Sub-Area Name	2-Year (cfs)	10-Year (cfs)	100-Year (cfs)
E-1	88.62	180.38	364.30
E-2	11.85	25.23	52.38
E-3	5.35	11.37	23.62
POI E-1	27.19	33.29	41.38
POI E-2	11.85	25.23	52.38
POI E-3	5.35	11.37	23.62

V. Proposed Conditions Analysis

A. Proposed Drainage Area Map

See the appendix (Post-Developed Drainage Area Map) for all drainage areas and outfall locations. See Table V.A.1 for a summary of the drainage areas.

Table V.A.1 – Post-Developed Drainage Areas

Drainage Area	Total Area (acres)
P-1 A	18.38
P-1 B	6.88
P-1 C	14.79
P-1 D	6.53
P-2 A	6.54
P-2 B	0.48
P-3	1.92

B. Narrative Description of All Proposed Drainage Areas

P-1 A: This area represents the on-site and off-site area that discharges into the proposed detention basin #1. An SCS curve number of 82 has been applied to this area. This curve number reflects a post developed scenario assumption just as the Blue Mills Detention Basin construction plans did when the regional basin was designed and installed. This is an acceptable approach for assumption of future development. Discharge from this drainage area will flow through proposed detention basin #1, and then through proposed detention basin #2, and then through the existing detention basin.

P-1 B: This area represents the on-site and off-site area that discharges into the proposed detention basin #2. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through proposed detention basin #2 and then through the existing detention basin.

P-1 C: This area represents the on-site area that discharges into the existing detention basin #2. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through the existing detention basin.

P-1 D: This area represents the on-site area that discharges into the proposed detention basin #3. An SCS curve number of 82 has been applied to this area. Discharge from this drainage area will flow through proposed detention basin #3 and then through the existing detention basin.

P-2 A: This area represents the on-site area that discharges into the proposed detention basin #4. An SCS curve number of 82 has been applied to this area.

P-2 B: This area represents the on-site area that does not discharge into the proposed detention basin #4 due to existing topography and vertical constraints. An SCS curve number of 74 has been applied to this area.

P-3: This area represents the on-site area that discharges towards the west, but not into the existing regional detention basin, matching the pre-developed scenario. An SCS curve number of 74 has been applied to this area.

C. Table Summarizing Input Data

Table V.C.1 – Post-Developed Input Area Data

Sub-Area Name	Area	CN	TOC (minutes)
P-1 A	18.38	82	10.00
P-1 B	6.88	82	5.00
P-1 C	14.79	82	10.00
P-1 D	6.53	82	5.00
P-2 A	6.54	82	5.00
P-2 B	0.48	74	5.00
P-3	1.92	74	10.00

D. Table Summarizing Peak Runoff Rates

Table V.D.1 – Post-Developed Peak Runoff Rate

Sub-Area Name	2-Year (cfs)	10-Year (cfs)	100-Year (cfs)
P-1 A	48.05	88.73	166.16
P-1 B	20.65	38.27	71.61
P-1 C	38.58	71.41	133.72
P-1 D	19.60	36.33	67.96
P-2 A	19.63	36.38	68.07
P-2 B	0.83	1.76	3.66
P-3	3.49	7.37	15.25
POI P-1	28.22	33.37	40.35
POI P-2	1.99	10.21	16.95
POI P-3	3.49	7.37	15.25

E. Table Summarizing Pre-Developed, APWA Allowable, and Proposed Peak Runoff Rates

Table V.E.3 – Post-Developed Allowable Peak Runoff Rate based on 2011 APWA 5608.4 C

Post-Developed				Pre-Developed			Pre-Developed Rates			APWA Allowable Rates						Proposed Rates		
POI	Area Name	Status	Area	POI	Area Name	Area	2-Yr (cfs)	10-Yr (cfs)	100-Yr (cfs)	2-Yr Rate (cfs/acre)	2-Yr (cfs)	10-Yr Rate (cfs/acre)	10-Yr (cfs)	100-Yr Rate (cfs/acre)	100-Yr (cfs)	2-Yr (cfs)	10-Yr (cfs)	100-Yr (cfs)
POI P-1	P-1 A	On & Off Site Detained	18.38	POI E-1	E-1	46.28	88.62	180.38	364.30	0.5	23.14	2.0	92.56	3.0	138.84	48.05	88.73	166.16
POI P-1	P-1 B	On & Off Site Detained	6.86													20.65	38.27	71.61
POI P-1	P-1 C	On Site Detained	14.87													38.58	71.41	133.72
POI P-1	P-1 D	On Site Detained	6.40													19.60	36.33	67.96
POI P-1				**POI E-1**			**27.19**	**33.29**	**41.38**	**23.14**		**92.56**		**138.84**		**28.22**	**33.37**	**40.35**
POI P-2	P-2 A	On Site Detained	5.53	POI E-2	E-2	6.16	11.85	25.23	52.38	0.5	3.08	2.0	12.32	3.0	18.48	19.63	36.38	68.07
POI P-2	P-2 B	On Site Undetained	0.78													0.83	1.76	3.66
POI P-2				**POI E-2**			**11.85**	**25.23**	**52.38**	**3.08**		**12.32**		**18.48**		**1.99**	**10.21**	**16.95**
POI P-3	P-3	On Site Undetained	2.59	POI E-3	E-3	2.58	5.35	11.37	23.62	0.5	1.29	2.0	5.16	3.0	7.74	3.49	7.37	15.25
POI P-3				**POI E-3**			**5.35**	**11.37**	**23.62**	**1.29**		**5.16**		**7.74**		**3.49**	**7.37**	**15.25**

Comprehensive values utilizing 0.5 cfs (2-YR), 2 cfs (10-YR), and 3 cfs (100-YR) per site-acre applied to pre-developed on-site drainage areas only. The release rates in RED are the rates that were used as the maximums for each POI. See section VI. Conclusions and Recommendations for more explanation on release rates per POI.

F. Tables Summarizing Detention/Retention Input Data and Results

Table V.F.1 –Detention Basin - Existing Input Data

	ELEV
30" Culvert (Upstream Invert)	854.30
21" Dia. Orifice Plate	854.30
4-Sided Throat Openings	856.77
87' Overflow Weir	866.00
Top of Basin	867.00

Information shown was collected from a combination of recent field survey and the Blue Mills Detention Basin As-builts (See Appendix)

Table V.F.2 – Detention Basin – Existing Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	89.20	147.99	255.30	255.11
Basin (OUT)	28.22	33.37	40.35	230.67
Basin WSE	860.71	862.50	865.49	866.92
Freeboard	**6.29**	**4.50**	**1.51**	**0.08**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.3 –Detention Basin – Proposed #1 Input Data

	ELEV
30" Culvert (Upstream Invert)	868.80
Top of Basin	882.50

Table V.F.4 – Detention Basin – Proposed #1 Results

	2-Year	10-Year	100-Year
Basin (IN)	48.05	88.73	166.16
Basin (OUT)	35.46	50.45	72.89
Basin WSE	872.79	875.24	880.43
Freeboard	**9.71**	**7.26**	**2.07**

Table V.F.5 –Detention Basin – Proposed #2 Input Data

	ELEV
60' Weir	870.00
Top of Basin	872.00
Permanent Water Surface Elevation	870.00

Table V.F.6 – Detention Basin – Proposed #2 Results

	2-Year	10-Year	100-Year
Basin (IN)	50.27	76.35	122.41
Basin (OUT)	49.89	75.97	120.77
Basin WSE	870.54	870.71	870.97
Freeboard	**1.46**	**1.29**	**1.03**

Table V.F.7 –Detention Basin – Proposed #3 Input Data

	ELEV
6" Culvert (Upstream Invert)	866.60
100' Overflow Weir*	876.90
Top of Basin	878.50

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.8 – Detention Basin – Proposed #3 Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	19.60	36.33	67.96	67.96
Basin (OUT)	1.25	1.47	1.77	65.39
Basin WSE	870.42	872.70	876.33	877.25
Freeboard	**8.08**	**5.80**	**2.17**	**1.25**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.9 –Detention Basin – Proposed #4 Input Data

	ELEV
18" Culvert (Upstream Invert)	875.40
1.5" Dia. Orifice (WQ)	875.50
0.4' x 0.5' Orifice (2yr)	877.40
0.4' x 4' Orifice (10/100yr)	879.00
4' x 4' Riser*	882.40
20' Overflow Weir*	882.40
Top of Basin	885.40

**Assumes zero flow through primary outlet with subsequent 1% storm event*

Table V.F.10 – Detention Basin – Proposed #4 Results

	2-Year	10-Year	100-Year	100-Year*
Basin (IN)	19.63	36.38	68.07	68.07
Basin (OUT)	1.90	9.37	14.75	59.49
Basin WSE	879.05	880.01	881.82	883.10
Freeboard	**6.35**	**5.39**	**3.58**	**2.30**

**Assumes zero flow through primary outlet with subsequent 1% storm event*

G. Undetained Drainage Areas

There are two areas within this development which are undetained: P-2B and P-3. Both are fringe areas are undetained due to elevation and grading constraints.

H. Water Quality Requirements

The proposed development is providing stormwater treatment per APWA 5608.4 and Chapter 6 of the MARC/APWA BMP Manual. As indicated in this study the proposed stormwater treatment are dry detention basins with a 1.37" storm release over a 40-hour period.

I. Water Quality Summary

Figure V.I.1 – Detention Basin - Existing WQ Results

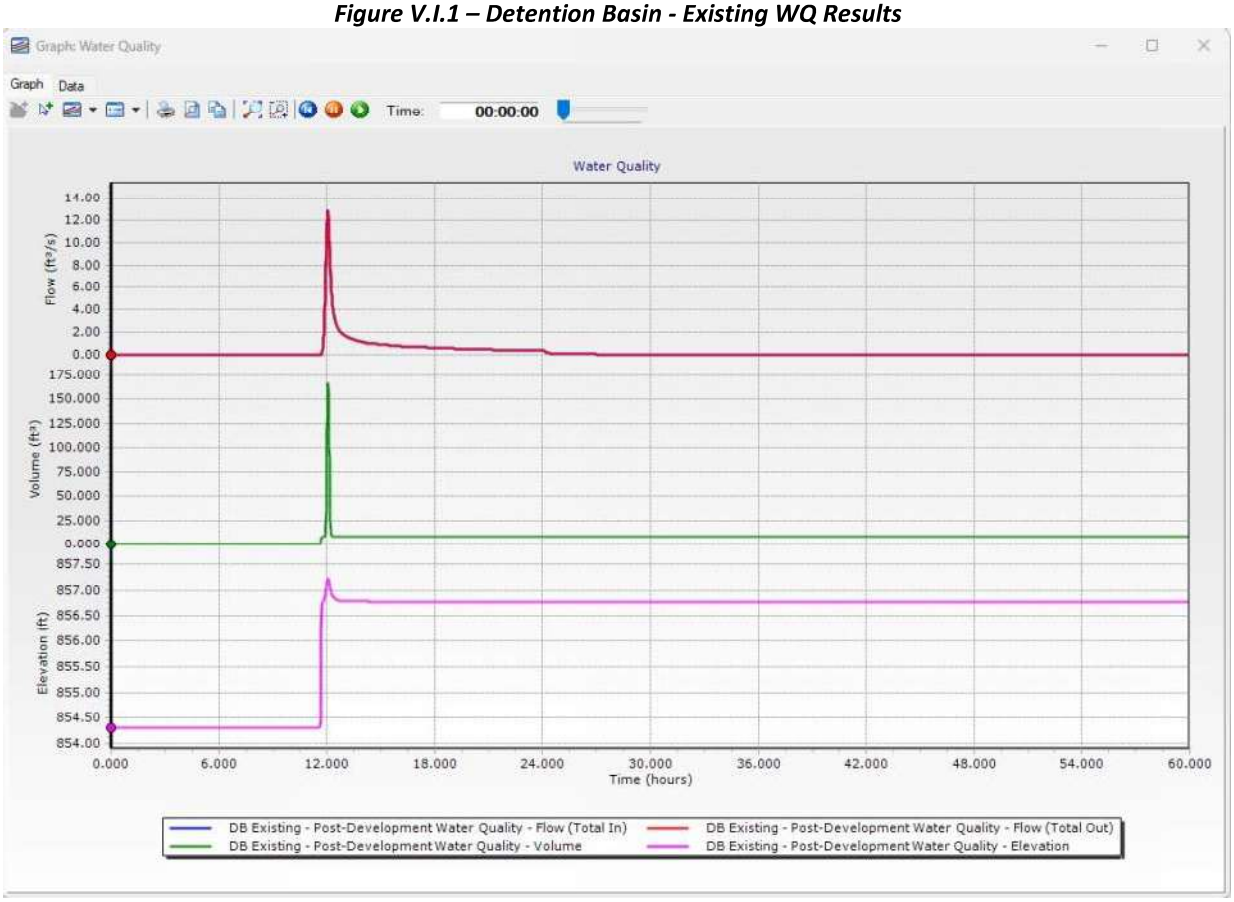
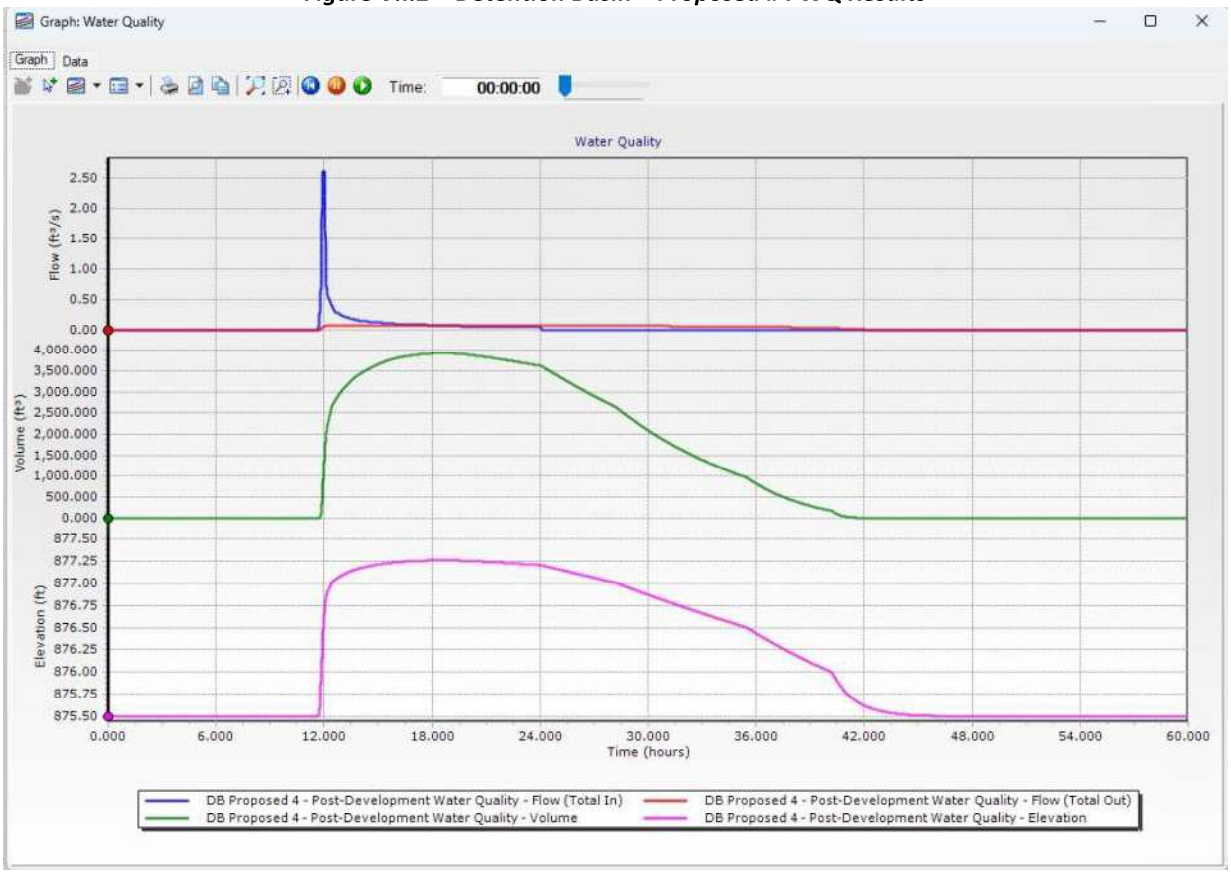


Figure V.I.2 – Detention Basin – Proposed #4 WQ Results



VI. Conclusions and Recommendations

A. Overview of the Report

The proposed development provides comprehensive stormwater management through a system of detention basins designed to control runoff from the 2-, 10-, 100-, and subsequent 100-year storm events in accordance with applicable APWA criteria.

Detention Basin Existing, Proposed #1, #2, and #3
As part of this study, the existing Blue Mills Detention Basin was evaluated using a combination of recent field survey and available as-built plans to confirm basin geometry and outlet structure characteristics. At the direction of the City of Independence, NOAA Atlas 14 rainfall data was used in lieu of the NRCS rainfall data originally used in the basin design.

When evaluated under current rainfall criteria and full buildout conditions, the existing basin exhibits reduced performance relative to its original design assumptions, including modeled water surface elevations exceeding the existing overflow weir elevation (866.00) under certain conditions. Additionally, review of the as-built documentation indicated

that previously assumed times of concentration (Tc) for post-developed tributary areas may be higher than typical values for similar conditions.

To address these limitations, additional upstream detention (Proposed Basins #1, #2, and #3) has been incorporated into the design. These basins provide supplemental storage and attenuate peak flows prior to entering the existing basin, allowing the combined system to:

- Maintain routed water surface elevations below the existing overflow weir for the 2-, 10-, and 100-year storm events, and
- Produce discharge rates that are consistent with those documented in the original Blue Mills Detention Basin as-built analysis.

Based on these results, the proposed system is expected to perform comparably to the originally intended design under full buildout conditions, with no increase in peak discharge at the evaluated points of interest.

Detention Basin Proposed #4

Proposed Basin #4 is designed to provide water quality treatment and quantity control for its tributary drainage area. The basin captures and releases the water quality event (1.37-inch rainfall) over an approximate 40-hour duration in accordance with APWA and MARC BMP Manual guidance.

The basin also safely conveys larger storm events, with the subsequent 100-year storm routed through a 4-foot by 4-foot riser and a 20-foot weir functioning as the emergency spillway. The design provides:

- 0.58 feet of freeboard between the 100-year water surface elevation and the emergency spillway crest, and
- 2.30 feet of freeboard between the subsequent 100-year water surface elevation and the top of dam,

both of which meet applicable APWA criteria.

Post-developed release rates from this basin are less than both the pre-developed peak flows and the APWA allowable release rates for the contributing drainage area. Accordingly, no increase in peak discharge is anticipated at the downstream point of interest.

Drainage area P-2B is not detained due to elevation and grading constraints; however, this area does not adversely impact downstream conditions based on the modeled results.

POI E-3/P-3

Drainage area P-3 is not detained due to elevation and grading constraints and consists primarily of areas that remain largely unchanged under post-developed conditions. For this reason, allowable release rates at this point of interest were based on pre-developed conditions.

Modeled post-developed peak flows at this location do not exceed pre-developed peak rates, indicating that the proposed condition does not result in increased downstream runoff impacts at this point of interest.

B. List of Requested Waivers

None

7733 N. Wallace Avenue | Kansas City, MO 64158 | 816.912.4720 | www.HgCons.com

ARBORLYN AT BLUE TRACE (WARD DEVELOPMENT)

Hg Consult PN: 25.028



Prepared For:
Mr. Mark Green
City Traffic Engineer
Independence Municipal Services

May 11, 2026

7733 N. Wallace Avenue | Kansas City, MO 64158 | 816.912.4720 | www.HgCons.com

Executive Summary

This traffic study evaluates the potential traffic impacts of a proposed 196-lot single-family residential development in Independence, Missouri, with access at Little Blue Parkway and E. 16th Street. The analysis reviews existing traffic conditions and projected conditions with the proposed development, focusing on site access locations and nearby study intersections. Intersection operations and potential auxiliary turn lane needs were also evaluated based on projected traffic volumes. The results are intended to identify any traffic-related concerns and determine whether operational improvements may be necessary to accommodate development traffic. The project location and surrounding roadway network are shown in **Figure 1**.



Figure 1: Site Location

Existing Conditions

E 16th Street North is a residential roadway located within the Blue Mills Subdivision. The roadway extends east approximately .26 miles from N Blue Mills Road and includes two residential intersections before terminating at a dead-end spur on the eastern limits. N Blue Mills Road is a two-lane roadway that provides access to a signalized intersection with US-24 to the north.

US-24 is an east-west four-lane divided roadway with a posted speed limit of 50 miles per hour. According to the Missouri Department of Transportation (MoDOT) Roadway Classification Map, this segment of US-24 is classified as an "Other Freeway and Expressway".

Along the eastern boundary of the proposed site is Little Blue Parkway, a north-south roadway posted at 45 miles per hour and is classified as "Other Freeway and Expressway". Little Blue Parkway connects to US-24 to the north and E Bundschu Road to the south. For approximately 0.72 miles to the north of E Bundschu Road, Little Blue Parkway is a 4-lane divided roadway with a grass median. North of this segment, the roadway transitions to an undivided 2-lane roadway section as it continues toward US-24.

Bundschu Road is an east-west, two-lane roadway posted at 35 miles per hour and is classified by MoDOT as a "Major Collector".

Proposed Site

The proposed project site is zoned R-6 (Residential) and is planned to include 181 single-family residential lots. Internal circulation will utilize a public residential street network designed to connect to the surrounding roadway system at two access points. **Figure 2** shows the site plan, also see **appendix A**.

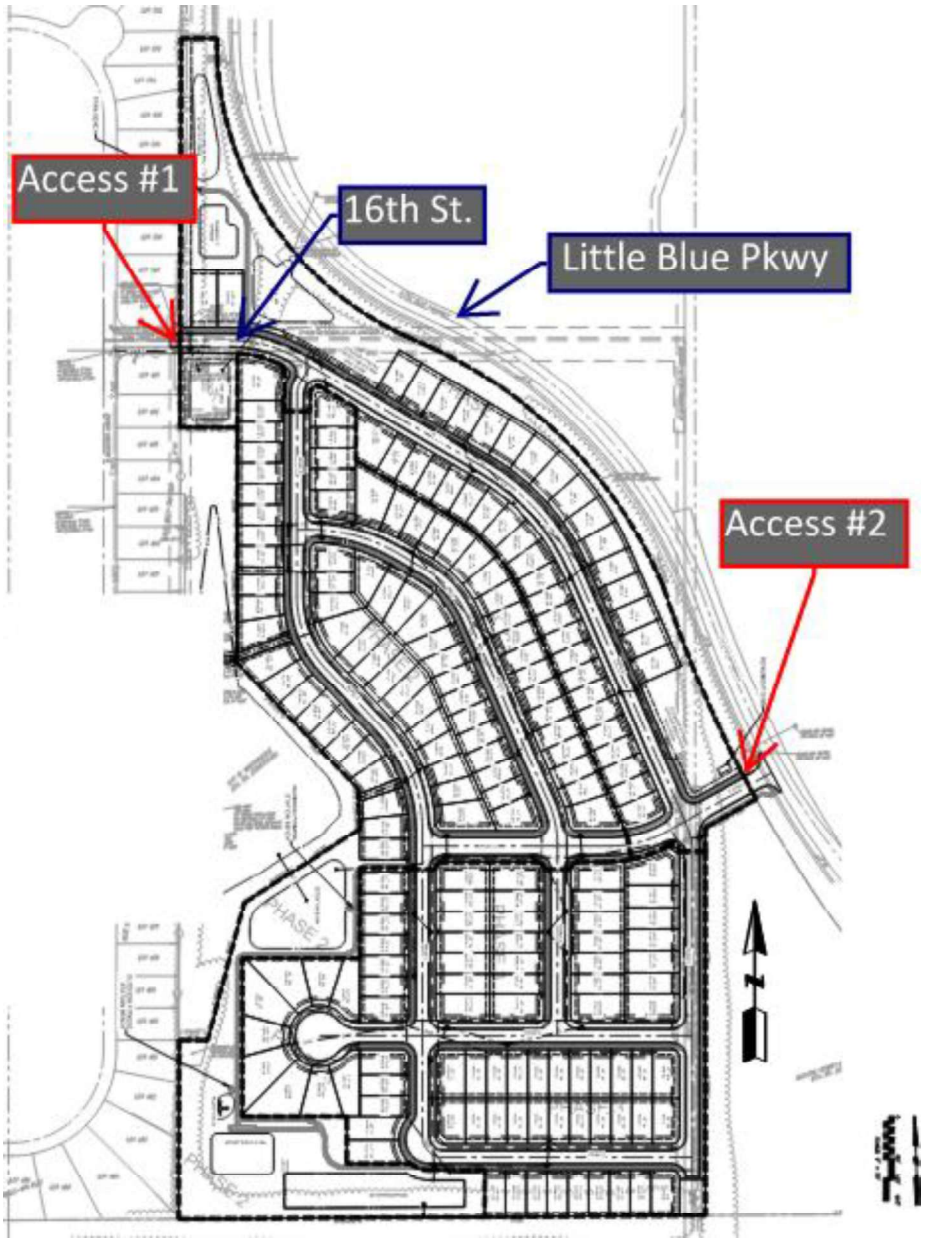


Figure 2: Site Plan

Site Access

The proposed development includes two primary access locations spaced approximately 1,554 feet apart. The access configuration is intended to distribute site traffic between the adjacent local street network and the arterial roadway system.

Western Access:
The western access, which we will reference as **access #1,** will extend the existing E. 16th Street North connection through the Blue Mills subdivision. Traffic primarily utilizing this access will route west to N. Blue Mills Road and north to the signalized intersection at US-24. This connection provides access to the existing collector street network and supports distribution toward US-24 via Blue Mills Road.

Eastern Access:
The eastern access, which we will refer to as **access #2** will provide a direct connection to Little Blue Parkway. This access will accommodate northbound movements toward the US-24 interchange and southbound movements toward E. Bundschu Road and the surrounding arterial system. This accesses location is between US-24 & Little Blue Parkway and Little Blue Parkway & Bundschu Road.

The proposed access configuration distributes traffic between the subdivision street network and the adjacent arterial corridor, reducing reliance on a single access point and providing operational flexibility within the surrounding roadway system. No connection is proposed to the south toward Powell Road, as the development will terminate at the southern limit.

Sight Distance

A sight distance analysis was completed for the proposed access at Access #2 connecting to Little Blue Parkway. The analysis was conducted in accordance with AASHTO's A Policy on Geometric Design of Highways and Streets to evaluate the intersection sight distance required for vehicles exiting the site drive onto Little Blue Parkway. Although the posted speed limit is 45 mph, the City of Independence requested that the analysis be based on a design speed of 55 mph. Based on AASHTO criteria, a minimum intersection sight distance of 610 feet is required for a single-unit vehicle crossing one lane of traffic in each direction at 55 mph.

A field visit was conducted to measure the available sight distance at the proposed access location. Measurements were taken from a driver eye height of 3.5 feet above the roadway surface at the proposed access point to approaching vehicles in both directions along Little Blue Parkway, consistent with AASHTO sight distance criteria. The observed sight distance reached at least the minimum required 610 feet in both directions. Field observations indicated that sight distance continued to increase beyond the minimum measured location, therefore, measurements were not extended to determine the maximum available sight distance. The available sight distance is summarized in **Table 1** and exceeds the minimum AASHTO requirements.

Sight Distance					
Site Access	**Looking North**	**Looking South**	**Required Distance**	**Meets Requirements**	**Notes**
Access#2 to Little Blue PKWY.	>700 FT	>700 FT	610 FT	YES	Posted speed 45mph, using design speed of 55mph.

Table 1: Sight Distance

Trip Generation

The proposed development consists of 196 single-family residential lots. Trip generation for the development was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. The land use category Single-Family Detached Housing (ITE Land Use Code 210) was used to estimate vehicle trip activity associated with the proposed development.

Trip generation estimates were calculated based on the number of dwelling units (181 lots) using the applicable weekday AM peak hour, and weekday PM peak hour trip generation rates published in the ITE manual. The resulting trip generation estimates for the proposed development are summarized in **Table 2**.

Per the City of Independence Traffic Impact Policy and Guidelines, analysis of weekday and weekend peak generation for retail developments greater than five acres may be required. Since the proposed development is residential in nature, this analysis is not applicable to the project. Additionally, the policy notes that midday traffic volumes associated with school release peak periods may be evaluated when applicable. Given the proposed land use and study area conditions, a midday peak period analysis is not warranted for this development.

Average Daily, AM, and PM Trip Generation						
Land Use	**Size**	**Variable**	**AM Peak**		**PM Peak**	
			IN	**OUT**	**IN**	**OUT**
210- Single Family Detached Housing	196	Units	34	103	118	69
		Total New Trips	34	103	118	69
			136		**187**	

Table 2: Trip Generation

Trip Distribution

Trip distribution for the proposed development was estimated based on existing traffic patterns within the surrounding roadway network, consistent with the methodology described in the Missouri Department of Transportation Engineering Policy Guide (EPG) Section 905.3.4.8.4. This approach derives

trip distribution percentages using observed traffic patterns and travel behavior from existing roadway volumes and nearby developments with similar characteristics.

Because the proposed development is located adjacent to an existing residential neighborhood, the surrounding roadway network already reflects typical travel patterns associated with similar land uses. Existing traffic volumes and directional flow patterns on the adjacent roadway system were therefore used to establish the percentage distribution of site-generated trips during the AM and PM peak hours.

The resulting distribution percentages were applied to the projected site-generated traffic to determine how trips would distribute to the surrounding roadway network. The distributed site-generated traffic was then added to the existing traffic volumes to develop the future traffic volumes representing existing conditions plus traffic associated with the proposed development.

An exhibit illustrating the AM and PM peak hour trip distribution patterns is provided in the Appendix. These distributed volumes were used in the operational analysis to compare existing traffic conditions with conditions that include traffic generated by the proposed development.

Future Traffic Conditions

A review of the City's Future Land Use Map **Figure 3** and see Appendix E, indicates that the project site is primarily surrounded by existing and planned residential land uses. Limited areas near the US-24 corridor are identified for neighborhood commercial and civic/public uses; however, these areas are relatively small in scale and are generally surrounded by residential development with connections to US-24. As such, future traffic patterns in the study area are expected to remain largely residential in nature, with no indication of significant high-intensity land uses that would substantially alter traffic conditions beyond what is evaluated herein.

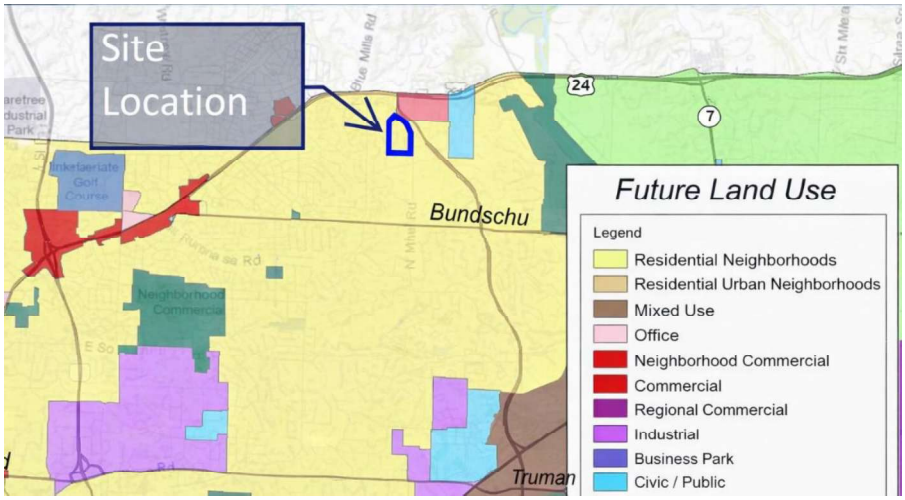


Figure 3: Future Land Use 9 (see Appendix E for full map)

In addition, a parcel located east of Little Blue Parkway, directly across from the proposed development, is identified as Residential Neighborhoods on the Future Land Use Map and is approximately 25 acres in size. While no specific development plan is currently available, a planning-level evaluation of this parcel was included to understand how future buildout in the immediate area could influence intersection operations.

For purposes of this analysis, the parcel was assumed to develop as single-family residential, consistent with the proposed development and surrounding land use designations. Based on the approximate acreage, a conservative estimate of 200 residential units was used to represent potential future development. This assumption is intended to reasonably reflect potential traffic demand without overstating future conditions.

From a planning perspective, it is anticipated that future development of this parcel would align with Access #2 along Little Blue Parkway, resulting in a four-leg intersection. This configuration was used to evaluate future traffic operations and potential impacts under long-term conditions.

Estimated trip generation for this assumed development scenario is summarized in **Table 3** and was incorporated into the future traffic analysis, including traffic operations modeling, trip distribution, and auxiliary turn lane evaluations.

For 25ac lot to the East of Little Blue PWKY: Average Daily, AM, and PM Trip Generation						
Land Use	Size	Variable	AM Peak		PM Peak	
			IN	OUT	IN	OUT
210- Single Family Detached Housing	200	Units	35	105	120	71
		Total New Trips	35	105	120	71
			140		191	

Table 3: Trip Generation – Future adjacent lot

Future traffic volumes were projected using a combination of historical data, available traffic trends, and engineering judgment based on roadway classification and surrounding land use. A review of available MoDOT AADT data was performed to understand recent traffic trends within the study area. The End-Point Compound Annual Growth Rate (CAGR) method was used as a starting point to estimate annual growth rates, with adjustments made as appropriate to reflect long-term conditions and avoid overestimating future traffic volumes. Growth rates were then applied by approach based on the roadway each movement is associated with, so that projections reflect how traffic is entering and leaving the study area.

Historical AADT data for US-24 between 2021 and 2025 indicates an average annual growth rate of approximately 3.2 percent. However, this rate reflects short-term trends over a limited time period and may not be representative of long-term conditions. To provide a more realistic projection, a reduced

annual growth rate of 1.5 percent was applied for US-24, which is consistent with typical long-term growth rates for arterial roadways in developed areas.

For Little Blue Parkway, historical AADT data from 2021 through 2025 indicates relatively stable traffic volumes, with 2022 appearing higher than surrounding years. Based on the overall trend, an annual growth rate of approximately 0.7 percent was applied.

Bundschu Road did not have available historical count data; therefore, a modest annual growth rate of 0.5 percent was assumed to reflect typical low-volume roadway growth in developing areas.

Traffic volumes on local neighborhood roadways, including Blue Mills Road, were assumed to remain constant with a 0 percent background growth rate. These facilities primarily serve existing residential traffic and are not expected to experience significant changes in through traffic over time.

Future conditions were evaluated for a 20-year horizon to represent long-term operations of the roadway network. While this represents a long-range planning scenario, the selected growth rates reflect conservative, reasonable assumptions intended to avoid overstating future traffic conditions.

The proposed development consists of a fixed number of residential units; therefore, the site-generated traffic associated with the project will not increase beyond the volumes evaluated in this study. Any additional traffic growth in the area would be related to future development of surrounding properties, which should be evaluated independently as those projects are proposed. From a planning perspective, it would be beneficial for future access points along the east side of Little Blue Parkway to align with Access #2 associated with the proposed development. Consolidating access in this manner would help manage turning movements at a single intersection and allow for more efficient implementation of operational improvements, if warranted, rather than creating multiple closely spaced or offset intersections. As development occurs, future traffic studies should evaluate how new land uses may influence travel patterns and intersection operations within the surrounding roadway network.

Access #2 also maintains adequate spacing from nearby intersections, including US-24 and Bunch Hollow Road, and therefore does not present concerns related to intersection spacing at this time. The spacing of this access point is appropriate to accommodate future growth and allows for potential improvements to be implemented, if needed.

Traffic Operation

Traffic operations at the study intersections were analyzed using Synchro traffic modeling software, which applies methodologies from the Highway Capacity Manual (HCM) to evaluate intersection performance. Synchro calculates several Measures of Effectiveness (MOEs) based on traffic volumes, lane configurations, and intersection control type. Commonly evaluated MOEs include average control delay, queue lengths, and Level of Service (LOS).

Level of Service (LOS) is a qualitative measure used to describe the operating conditions of an intersection or roadway segment. The HCM defines LOS for signalized and unsignalized intersections based on the average control delay experienced by vehicles. LOS ranges from A to F, where LOS A represents free-flow conditions with minimal delay and LOS F represents highly congested conditions with significant delay. **Table 4** below gives the average vehicle delay ranges for each Level of Service.

For unsignalized (stop-controlled) intersections, Level of Service is determined based on the worst-performing approach rather than the overall intersection average. High volumes on the major (free flow) movements can result in lower overall average delay values, which may not fully reflect delays experienced by minor street approaches.

Level of Service	Control Delay per Vehicle (sec.)	
(LOS)	Signalized	Unsignalized
A	<= 10	<= 10
B	10-20	10-15
C	20-35	15-25
D	35-55	25-35
E	55-80	35-50
F	> 80	> 50

Table 4: Level of Services

Three traffic scenarios were evaluated as part of this study:

• Existing Conditions – Represents current traffic volumes observed during the peak study periods.
• Development Conditions – Represents existing traffic volumes with the addition of traffic generated by the proposed development.
• Future Conditions – Represents development conditions with the addition of projected background growth and concept future development on the other side of Little Blue PKWY.

The development condition volumes were developed by adding the distributed site-generated traffic to the existing peak hour traffic volumes within the study area.

For the signalized intersections, cycle lengths and phase splits were optimized in Synchro to establish a baseline timing plan. The optimized timing was then held constant for all the existing and development scenarios so that any differences in Level of Service reflect the effect of the added development traffic rather than changes in signal timing.

Operational performance was evaluated for each study intersection during the AM and PM peak hours, which evaluates individual approach operations. Average control delay and corresponding Level of Service (LOS) were calculated and compared between existing and development conditions.

Results of the analysis are summarized in the following tables. **Table 5** presents the AM peak hour comparison of delay and LOS for each study intersection and approach under existing and development conditions, while **Table 6** presents the same comparison for the PM peak hour.

AM PEAK LOS & Delay – Approach + Intersection Summary							
Intersection	Movement	Existing (2026)		Development		Future (2046)	
		LOS	Delay (s)	LOS	Delay (s)	LOS	Delay (s)
US-24 and Blue Mills Rd. (Signal)	EB	C	20.60	C	20.90	C	22.10
	WB	C	23.00	C	23.10	C	27.50
	NB	A	8.80	A	9.00	B	10.50
	SB	B	12.60	B	12.90	B	14.70
US-24 and Little Blue Pkwy. (Signal)	EB	B	16.10	B	16.10	B	16.70
	WB	B	11.30	B	11.40	B	11.50
	NB	A	8.40	A	8.60	B	10.60
	-						
Little Blue Pkwy. And Bundschu Rd. (Signal)	EB	B	18.80	B	18.80	B	18.90
	WB	C	21.60	C	21.60	C	21.80
	NB	A	7.00	A	7.10	A	7.50
	SB	A	7.60	A	7.80	A	8.40
16TH and Blue Mills Rd. (Stop-Controled*)	EB*	A	9.33	A	9.72	A	9.72
	WB*	A	8.73	A	8.89	A	8.89
	NB	FREE	0.00	FREE	0.00	FREE	0.00
	SB	FREE	1.36	FREE	2.99	FREE	2.99
Access #2 and Little Blue Pkwy (Stop-Controled*)	EB*	-	-	A	9.91	B	10.64
	-	-	-	-	-	B	12.04
	NB	FREE	FREE	FREE	0.54	FREE	0.44
	SB	FREE	FREE	FREE	0.00	FREE	0.77

Table 5: LOS & Delay for AM Peak

PM PEAK LOS & Delay – Approach + Intersection Summary							
Intersection	Movement	Existing (2026)		Development		Future (2046)	
		LOS	Delay (s)	LOS	Delay (s)	LOS	Delay (s)
US-24 and Blue Mills Rd. (Signal)	EB	C	26.10	C	26.70	D	38.40
	WB	C	23.10	C	23.30	C	26.50
	NB	A	9.40	A	9.80	B	11.20
	SB	B	13.20	B	13.90	B	15.50
US-24 and Little Blue Pkwy. (Signal)	EB	B	15.50	B	15.60	B	17.80
	WB	B	10.50	B	10.60	B	10.50
	NB	B	10.30	B	10.70	B	14.10
	-						
Little Blue Pkwy. And Bundschu Rd. (Signal)	EB	B	19.50	B	19.40	B	19.50
	WB	C	22.20	C	22.30	C	22.60
	NB	A	6.80	A	7.00	A	7.50
	SB	A	8.70	A	8.80	A	9.40
16TH and Blue Mills Rd. (Stop-Controled*)	EB*	A	10.18	B	11.61	B	11.61
	WB*	A	8.76	A	8.96	A	8.96
	NB	FREE	0.35	FREE	0.35	FREE	0.35
	SB	FREE	2.19	FREE	3.81	FREE	3.81
Access #2 and Little Blue Pkwy (Stop-Controled*)	EB*	-	-	B	11.2	B	14.07
	-	-	-	-	-	B	13.76
	NB	FREE	FREE	FREE	1.2	FREE	0.89
	SB	FREE	FREE	FREE	0.0	FREE	1.52

Table 6: LOS & Delay for PM Peak

Overall, the results indicate that the addition of traffic from the proposed development is not expected to result in operational impacts. Under both AM and PM peak hour conditions, the study intersections continue to operate at acceptable Levels of Service, with only minor changes in average delay. In most cases, the change in delay between existing and development conditions is minimal and does not result in a change in LOS.

Locations where larger increases in delay are observed are primarily associated with the US-24 signalized intersection under future conditions. These increases reflect long-term background growth assumptions and the use of fixed, optimized signal timing for comparison purposes, rather than the impact of the proposed development. In practice, MoDOT routinely collects traffic data and evaluates signal performance to optimize signal timing as part of their normal operations.

Based on the results of the traffic operations analysis, the study intersections are expected to continue operating at acceptable levels, and no operational improvements are anticipated to be necessary to accommodate traffic generated by the proposed development.

Auxiliary Turn Lanes

Auxiliary turn lanes were evaluated for the proposed site access #2 along Little Blue Parkway to determine whether dedicated turn lanes are warranted to accommodate turning movements associated with the development. Although this project is not located on a MoDOT facility, the Missouri Department of Transportation Engineering Policy Guide (EPG 940.9) provides widely accepted criteria for evaluating auxiliary turn lanes. Therefore, the MoDOT EPG guidelines and warrant charts were used to evaluate the need for left- and right-turn lanes at the proposed access #2 location.

Access #1 will connect directly to E. 16th Street and will function as a roadway tie-in rather than a driveway intersection. As a result, auxiliary turn lane warrants were not evaluated.

Access #2 will function as a three-legged intersection with Little Blue Parkway, with the access #2 drive being stopped controlled. At this location, the potential need for a southbound right-turn lane into the site and a northbound left-turn lane into the site was evaluated using traffic counts taken and the generated traffic counts added to the system. Both the posted speed of 45mph and design speed of 55mph are evaluated.

To assess long-term conditions, the analysis was conducted for the 2046 future year, which includes projected background traffic growth and site-generated traffic. Under these conditions, an additional planning-level evaluation was performed to consider how the intersection may operate if the undeveloped land east of Little Blue Parkway were to develop in a similar manner.

For this evaluation, a conceptual access point opposite Access #2 was assumed, resulting in a four-legged intersection condition. Traffic associated with this potential development was estimated using a comparable residential yield and similar directional distribution assumptions as the proposed development. The assumed development intensity and trip generation are consistent with those described in the Future Traffic Conditions section of this report. This approach allows for evaluation of additional turning movements, including southbound left-turns and northbound right-turns into the assumed eastern development.

This evaluation is intended to provide a reasonable representation of potential future conditions and is not based on a known or planned development.

All evaluations were conducted using both the posted speed of 45 mph and a design speed of 55 mph in accordance with MoDOT EPG guidance.

A summary of the traffic volumes used in the auxiliary lane evaluations is provided in **Table 7** and **Table 8**. These values represent the turning movement and opposing volumes used to evaluate right and left turn lane warrants for the 2026 proposed development along with the 2046 future conditions, including both the proposed development access and the assumed opposing access. The summarized data shown in Tables were used to develop the warrant charts presented in the following figures.

Left Turn Lane Data						
Peak	Direction	% Left Turns	Left Turns	Advancing Vol (x)	Opposing Vol (y)	Notes
AM	NBL	7%	7	98	177	Proposed Development 2026
PM	NBL	16%	38	236	189	
AM	NBL	6%	7	122	202	Proposed Development + Future 2046
PM	NBL	18%	38	214	214	and assumed development to the
AM	SBL	20%	23	115	115	2046 Assumed development to the
PM	SBL	19%	50	264	294	east SBR Entrance

Table 7: Right Turn Lane Data

Right Turn Lane Data				
Peak	Direction	Major Road Vol (x)	Right Turns (y)	Notes
AM	SBR	177	12	Proposed Development 2026
PM	SBR	189	27	
AM	SBR	225	12	Proposed Development + Future 2046
PM	SBR	264	27	and assumed development to the east
AM	NBR	122	13	2046 Assumed development to the east
PM	NBR	332	70	NBR Entrance

Table 8: Left Turn Lane Data

Figure 3 presents the right-turn lane guidance for a two-lane roadway based on MoDOT EPG criteria. Based on the evaluated conditions, right-turn volumes associated with the proposed development fall below the warrant thresholds during both the AM and PM peak hours, and in some cases are below the minimum values represented on the warrant charts. As such, a right-turn lane is not warranted for the proposed development under either the posted speed limit of 45 mph or the design speed of 55 mph.

Additional sensitivity analysis was performed to evaluate long-term conditions using projected 2046 traffic volumes. While the results indicate that a northbound right-turn lane may approach warrant conditions during the PM peak hour under the 55 mph design speed, this scenario reflects potential future area development beyond what is currently proposed. Based on the development evaluated in this study, no right-turn lane improvements are warranted at this time. However, this location may be worth monitoring as surrounding development occurs.

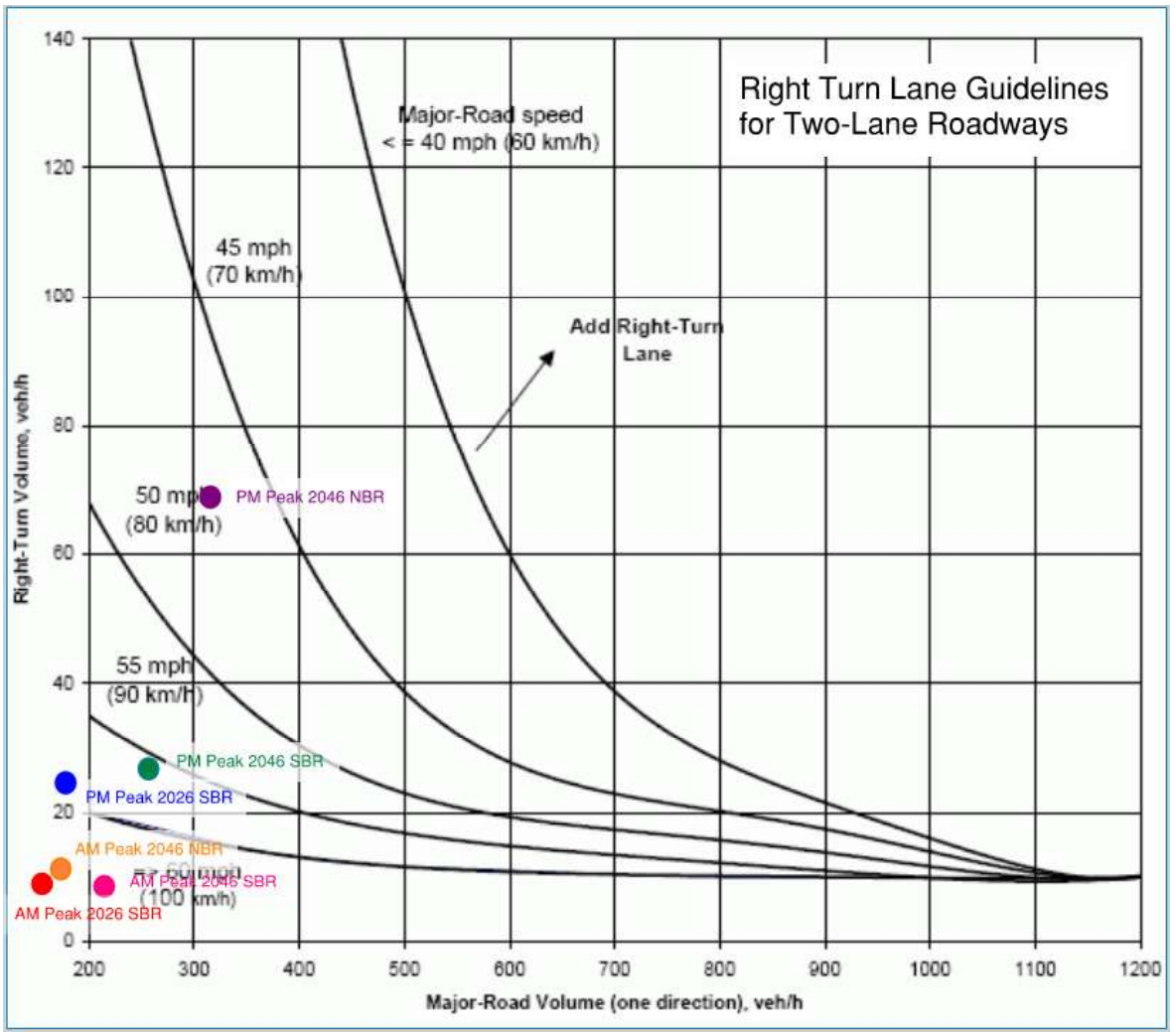


Figure 3: Right Turn Lane Guidelines for Two-Lanes Roadways (EPG 940.9.9)

Figure 4 presents the left-turn lane guidelines for a two-lane roadway with a posted speed of 45 mph based on MoDOT EPG criteria. Based on the evaluated conditions, the projected traffic volumes associated with the proposed development fall below the warrant thresholds during both the AM and PM peak hours. Detailed volume inputs and calculations are provided in **Table 8**. As such, a left-turn lane is not warranted under the 45 mph posted speed condition.

Additional evaluation was performed considering future traffic conditions, including projected 2046 volumes and potential development in the surrounding area. Under these conditions, the results remain below the warrant thresholds for both peak hours. Therefore, a left-turn lane is not warranted based on the conditions evaluated in this study, though future development may warrant reevaluation as traffic volumes increase.

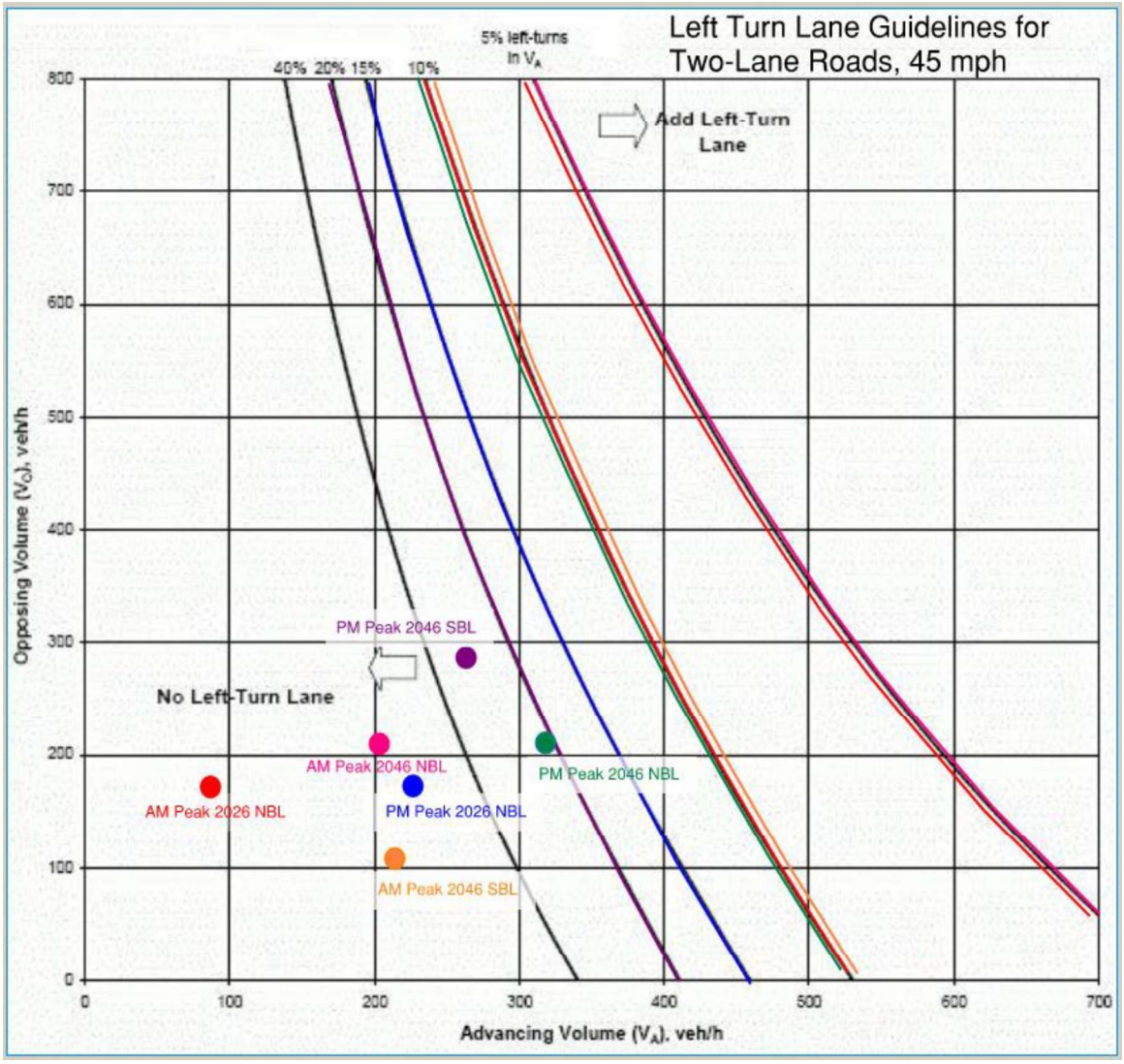


Figure 4: Left-Turn Lane Guidelines for Two-Lane Roads, 45mph (EPG 940.9.2)

Figure 5 presents the left-turn lane guidelines for a two-lane roadway with a design speed of 55 mph based on MoDOT EPG criteria. The same traffic volumes were evaluated for both the AM and PM peak hours, with detailed inputs provided in **Table 8**. Based on the evaluated conditions, the projected traffic volumes associated with the proposed development fall below the warrant thresholds for both peak hours. As such, a left-turn lane is not warranted under the 55 mph design speed condition.

Additional evaluation was performed to consider future conditions, including projected 2046 volumes and potential development in the surrounding area. Under these conditions, the results continue to fall below the warrant thresholds for the proposed development. However, the analysis indicates that a southbound left-turn movement during the PM peak hour may approach warrant conditions under future scenarios. This condition reflects potential growth beyond what is currently proposed and is based on assumed development on adjacent properties. While no improvements are warranted at this time, this location may be worth monitoring as future development occurs.

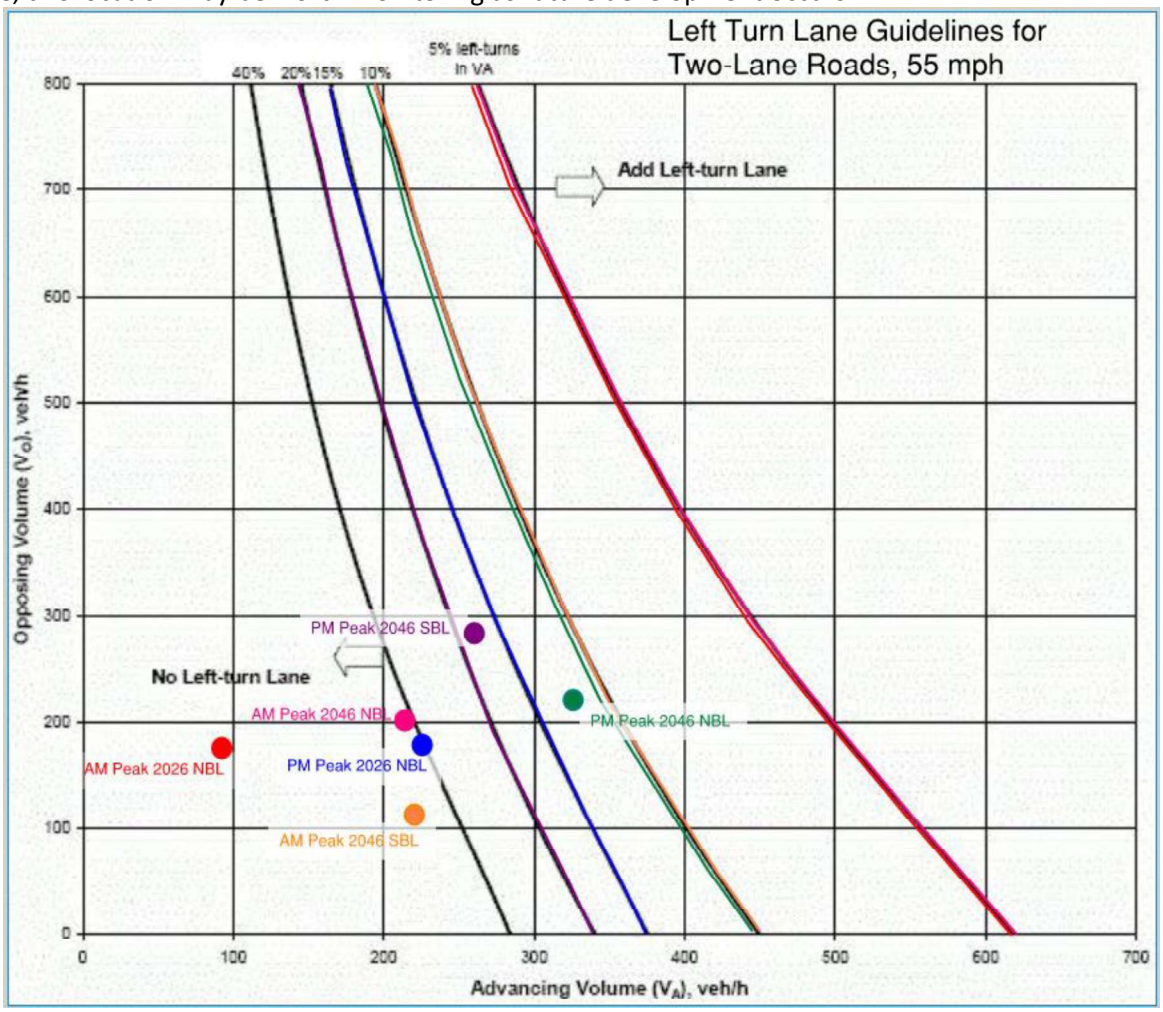


Figure 5: Left-Turn Lane Guidelines for Two-Lane Roads, 55mph (EPG 940.9.2)

Results and Conclusion

The surrounding roadway network is expected to accommodate traffic generated by the proposed 181-lot single-family residential development. The evaluation considered site access configuration, intersection sight distance, projected site-generated traffic, intersection operations, and auxiliary turn lane warrants.
Based on the analysis summarized above, the following conclusions are made:

• Site Access: Two access points are proposed, including a connection to E. 16th Street North (Access #1) and a direct connection to Little Blue Parkway (Access #2), providing multiple routes to the surrounding roadway network.

• Sight Distance: A field review confirmed that Access #2 provides greater than 610 feet of sight distance in both directions, exceeding the AASHTO requirement based on a 55 mph design speed.

• Trip Generation: The development is estimated to generate approximately 128 trips during the AM peak hour and 174 trips during the PM peak hour based on ITE Trip Generation Manual (Land Use Code 210).

• Traffic Operations: Intersection analysis using Synchro and HCM methodologies shows that all study intersections continue to operate at acceptable Levels of Service (LOS A–C) during both peak hours with only minor changes in delay.

• Right-Turn Lane Evaluation: These volumes fall below the MoDOT EPG warrant thresholds, therefore a right-turn lane is not warranted.

• Left-Turn Lane Evaluation: When evaluated using both the 45 mph and 55 mph MoDOT EPG warrant charts, the volumes fall below the threshold curves, therefore a left-turn lane is not warranted.

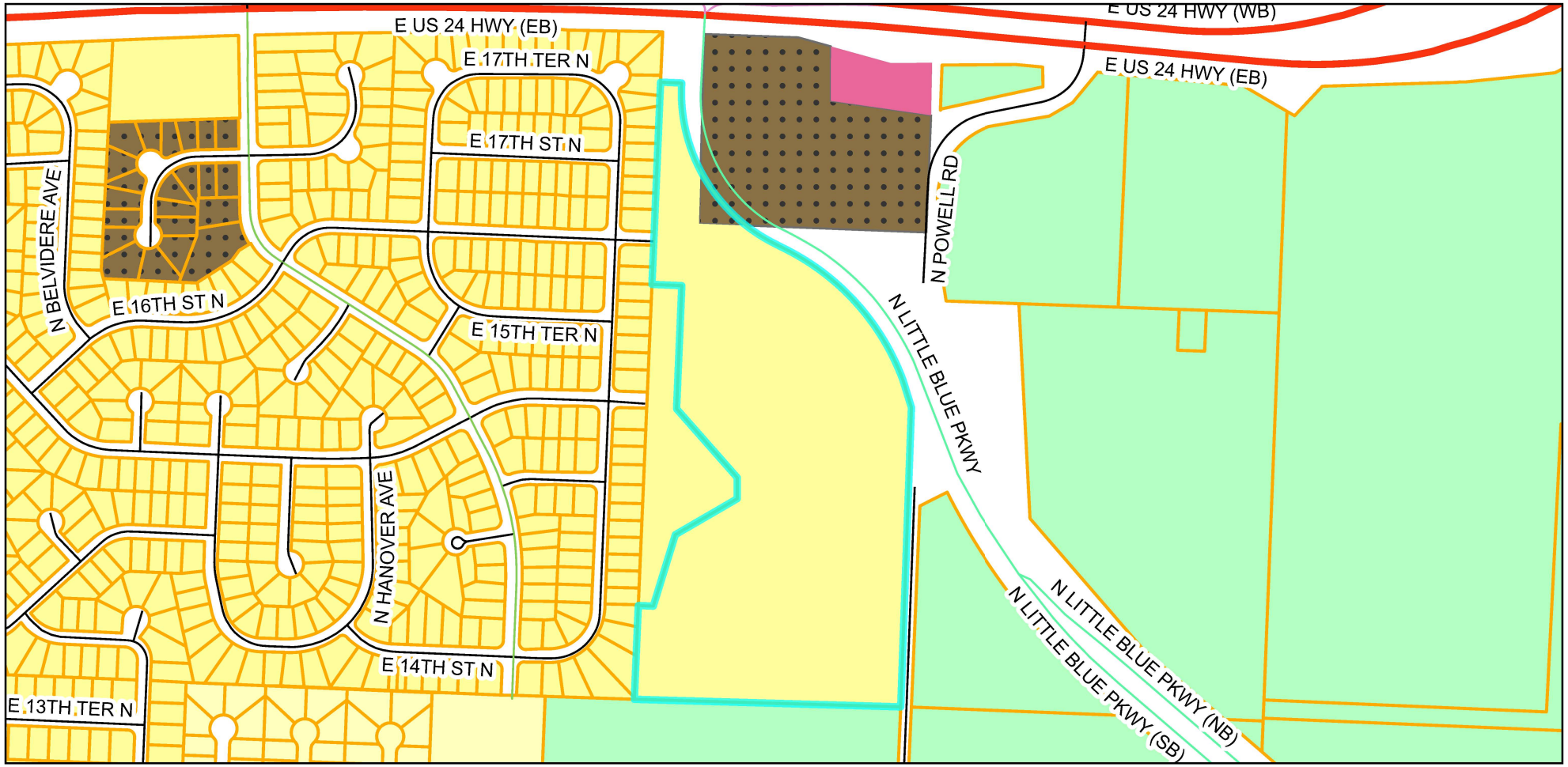
Based on the results of this study, the proposed development is not expected to negatively impact traffic operations in the study area. All intersections continue to operate at acceptable levels, sight distance requirements are met, and turn lane warrants are not met. No roadway improvements are recommended at this time.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

20691 E US 24 Hwy

Case #26-125-03



Legend

Parcels

Zoning District

C-1

R-30/PUD

R-4

R-6

R-A

0 500 1,000 2,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

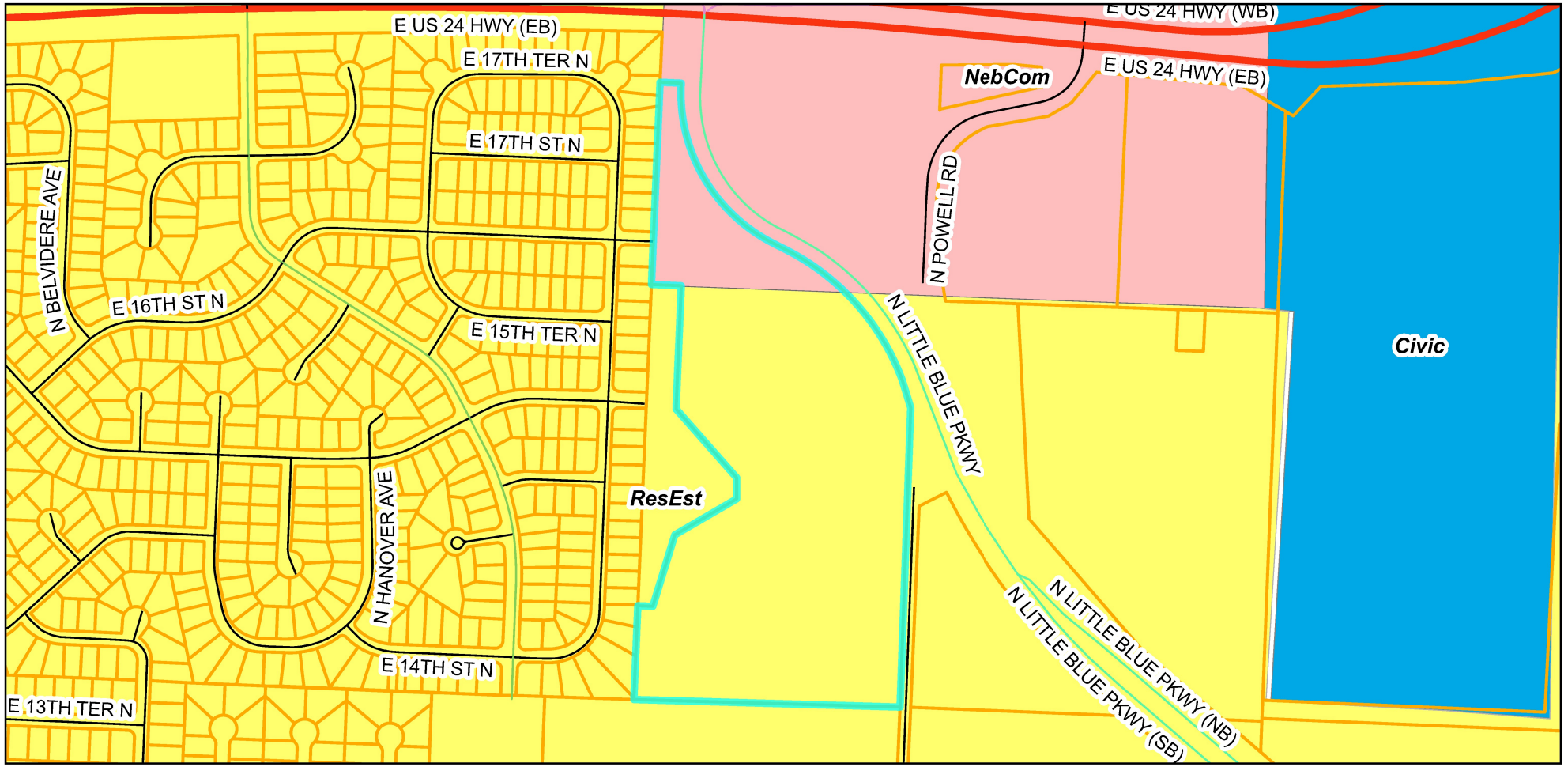
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INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

20691 E US 24 Hwy

Case #26-125-03



Legend

Parcels

0 500 1,000 2,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

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INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. 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, Jose Torres, Michael Young. Absent - .

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 cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

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.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General 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.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

Staff Presentation
Mr. 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.

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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 Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. 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.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-070 **2R** An ordinance repealing and replacing Ordinance No. 19522 and granting necessary easement authority as part of the Valley View Extension Project (No. 512001) **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will allow staff to proceed with acquisitions as part of the Valley View Parkway Extension Project (No. 512001). The Valley View Parkway Extension Project is funded by license surcharge as a result of the Trinity/Grace Development at Little Blue Parkway and Valley View Parkway in order to complete road widening and bridge improvements connecting the Independence city limits with Blue Springs city limits. This project also includes ADA improvements and pedestrian connections with Blue Springs infrastructure.

It is necessary to repeal and replace Ordinance No. 19522 from January 16, 2024 related to this project that required the property owner to sign over the area in question through the typical ROW acquisition process. Since that time, the property owner has advised that he does not believe he owns the property and will not participate in the ROW acquisition process. However, Jackson County records do show that this individual is the property owner of record. After discussing with Legal staff, Municipal Services was advised to seek acquisition authority through a quick claim deed. The new ordinance would allow the City to obtain acquisition authority through a quick claim deed, to which the property owner has agreed.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City for this amendment.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Valley View Easement Ordinance - Project No. 512001
2. Project Location - Valley View Road - Project No. 512001
3. Ord. No. 19522

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE REPEALING ORDINANCE NO. 19522 AND ENACTING IN LIEU THEREOF AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING CERTAIN PROPERTY BY QUIT CLAIM DEED, ACQUIRING AN INTEREST IN CERTAIN PROPERTY THROUGH A GENERAL UTILITY EASEMENT; AND ACQUIRING AN INTEREST IN CERTAIN PROPERTY THROUGH A TEMPORARY CONSTRUCTION EASEMENT AND GENERAL UTILITY EASEMENT FOR THE VALLEY VIEW PARKWAY EXTENSION PROJECT (PROJECT NO. 512001); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AND AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain certain property so that the City can complete the necessary construction and grading, general utility improvements, and obtain the necessary right of way in accordance with the plans and specifications as approved for construction, operation and maintenance of Valley View Parkway Extension Project (Project No. 512001), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Sections 1.2, 1.3 and 10.1 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Valley View Parkway Extension Project (Project No. 512001) for the City of Independence, Missouri, to acquire by purchase certain property so that the City can complete the necessary construction and grading, general utility improvements, and obtain the necessary right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Parcels 1, 2, and 3

ºAll of Tracts 1, 2 and 3 as described from Warranty Deed filed as instrument number 2013E0095131, in the Jackson County Register of Deeds Office, lying in the East half of Section 28, Township 49 North, Range 31 West of the 6th Principal Meridian, in Jackson County, Missouri, and more particularly described as follows:

Tract 1:

Beginning at a point on the north line of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, said point being S88°02'48"E a distance of 754.29 feet from the Northwest Corner of said Quarter Section; thence S 88°02'47"E along said North line a distance of 56.39 feet to a point that is 500.00 feet West of the East line of the Southeast Quarter of the Northeast Quarter of said Section 28; thence N 02º23'08"E parallel with said East line a distance of 31.05 feet to a point on a curve to the left having a radius of 370.00 feet and an initial tangent bearing of S 29°15'19"E; thence Southeasterly along said curve a distance of 156.85 feet to a point on the assumed Northerly Right of Way line of Valley View Road; thence N 61°22'14"W along said Right of Way line a distance of 182.98 feet to the point of beginning.

Tract 1 parcel contains 3,127.79 square feet or 0.072 acres, more or less.

Tract 2:

Beginning at the Northwest corner of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, thence S 88°02'47"E along the North line of said Quarter Section a distance of 795.15 feet to a point on the centerline of Valley View Parkway; thence Southeasterly along said centerline on a curve to the left having a radius of 400.00 feet, and an initial tangent bearing of S 31°53'25"E a distance of 196.26 feet to the P.T. of said curve; thence S 60°00'11"E continuing along said centerline a distance of 24.70 feet; thence N 29°59'49"E a distance of 33.93 feet to a point on the existing assumed Northerly Right of Way line of Valley View Road and the True Point of Beginning; thence continuing N 29°59'49"E a distance of 26.07 feet; thence S 60°00'11"E parallel with said centerline a distance of 65.00 feet; thence S 29°59'49"W a distance of 24.52 feet to a point on said Right of Way line; thence North 61º22'14" West along said Right of Way line a distance of 65.02 feet to the True Point Beginning.

Tract 2 parcel contains 1,644.40 square feet or 0.038 acres, more or less.

Tract 3:

Beginning at the Northwest corner of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, thence S 88°02'47"E along the North line of said Quarter Section a distance of 795.15 feet to a point on the centerline of Valley View Parkway; thence Southeasterly along said centerline on a curve to the left having a radius of 400.00 feet, an initial tangent bearing of S 31°53'25"E and a distance of 155.13 feet; thence S 35°53'18"W a distance of 30.00 feet to a

point on the existing Southerly Right of Way line of Valley View Road and the True Point of Beginning; thence S 61°22’14”E along said Right of Way line a distance of 175.12 feet; thence S 29°59’49”W a distance of 6.45 feet to a point that is 30.00 from said centerline; thence N 60°00’11”W parallel with said centerline a distance of 36.24 feet; thence S 29°59’49”W a distance of 30.00 feet to a point that is 60.00 feet from said centerline; thence N 29°59’49”E a distance of 30.00 to a point that is 30.00 feet from said centerline; thence N 60°00’11”W parallel with said centerline a distance of 34.70 feet to the P.C. on a curve to the right having a radius of 430.00 feet; thence Northwesterly along said curve parallel with said centerline a distance of 44.21 feet to the True Point of Beginning.

Tract 3 parcel contains 2,224 square feet or 0.051 acres, more or less.

Parcel 6

Parent Parcel:
A Tract of land described in Warranty Deed, Instrument No. 2015E0040113, said Tract lying in the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

General Utility Easement
All that part of said Parent Parcel, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 264.82 feet to a point on the Southerly right-of-way for Valley View Parkway and the Point of Beginning; thence continuing along said East line, S02°05'37"W a distance of 12.11 feet; thence leaving said East line, S86°05'35"W a distance of 13.81 feet to a point on the existing Easterly right-of-way for Park Ridge Drive as now established; thence Northerly along a non-tangent curve to the left for a distance of 12.01 feet, said curve having a radius of 330.00 feet with a chord bearing N00°37'12"E for a distance of 12.01 feet to a point on said Southerly right-of-way line; thence Easterly along said Southerly right-of-way being a non-tangent curve to the left for a distance of 14.12 feet, said curve having a radius of 432.75 feet with a chord bearing N85°49'40"E for a chord distance of 14.12 feet to the Point of Beginning.

The above described parcel contains 166.67 sq. ft. or 0.004 acres, more or less.

Parcel 8

Parent Parcel:
A Tract of land described in Warranty Deed, Instrument No. 2003I0046503, said Tract lying in the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

General Utility Easement
All that part of said Parent Parcel, more particularly described as follows:

Commencing at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 28; thence N02°05'37"E along the East line of said NW 1/4 of the SE 1/4, a distance of 1058.61 feet; thence leaving said East line, perpendicular from last course, N87°54'23"W a distance of 77.02 feet to a point of intersection for the Southerly right-of-way for Valley View Parkway and the Westerly right-of-way for Park Ridge Drive, as now established, being the Point of Beginning; thence along said Westerly right-of-way for said Park Ridge Drive, Southerly along a non-tangent curve to the right for a distance of 25.85 feet, said curve having a radius of 270.00 feet with a chord bearing S02°13'02"W for a chord distance of 25.84 feet; thence leaving said Westerly line, N81°07'47"W a distance of 2.06 feet; thence N09°18'31"W a distance of 18.28 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 131.97 feet, said curve having a radius of 440.75 feet with a chord bearing N75°37'20"W for a chord distance of 131.47 feet; thence S22°57'19"W a distance of 3.00 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 24.80 feet, said curve having a radius of 443.75 feet with a chord bearing N65°26'37"W for a chord distance of 24.80 feet to a point on the existing Easterly right-of-way for Joe Thomas Road, as now established; thence along said Easterly right-of-way, N23°42'53"E a distance of 11.01 feet to a point on said Southerly right-of-way for Valley View Parkway; thence Southeasterly along a non-tangent curve to the left for a distance of 159.43 feet, said curve having a radius of 432.75 feet with a chord bearing S74°20'05"E for a chord distance of 158.53 feet to the Point of Beginning.

The above described parcel contains 1,435.82 sq. ft. or 0.033 acres, more or less.

Temporary Construction Easement
All that part of said Parent Parcel, more particularly described as follow**:**

Commencing at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 28; thence N02°05'37"E along the East line of said NW 1/4 of the SE 1/4, a distance of 1058.61 feet; thence leaving said East line, perpendicular from last course, N87°54'23"W a distance of 77.02 feet to a point of intersection for the Southerly right-of-way for Valley View Parkway and the Westerly right-of-way for Park Ridge Drive, as now established; thence along said Westerly right-of-way for said Park Ridge Drive, Southerly along a non-tangent curve to the right for a distance of 25.85 feet, said curve having a radius of 270.00 feet with a chord bearing S02°13'02"W for a chord distance of 25.84 feet; thence leaving said Westerly line, N81°07'47"W a distance of 2.06 feet to the Point of Beginning; thence N23°29'05"W a distance of 10.49 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 124.06 feet, said curve having a radius of 449.25 feet with a chord bearing N76°14'31"W for a chord distance of 123.67 feet; thence S68°10'48"W a distance of 49.89 feet to a point on the existing Easterly right-of-way for Joe Thomas Road; thence along said Easterly right-of-way, N23°42'53"E a distance of 41.22 feet; thence leaving said Easterly right-of-way, Southeasterly along a non-tangent curve to the left for a distance of 24.80 feet, said curve having a radius of 443.75 feet with a chord bearing S65°26'37"E for a chord distance of 24.80 feet; thence N22°57'19"E a distance of 3.00 feet; thence Southeasterly along a non-tangent curve to the left for a distance of 131.97 feet, said curve having a radius of 440.75 feet with a chord bearing S75°37'20"E for a chord distance of 131.47 feet; thence S09°18'31"E a distance of 18.28 feet to the Point of Beginning.

The above described parcel contains 1,907.28 sq. ft. or 0.044 acres, more or less.

The temporary construction and grading easement shall terminate at the earlier of:
1: Two (2) years from the date construction begins, or
2: The date construction is completed and accepted by the City

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of property by quit claim deed, general utility easements, temporary construction and grading easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such parcels, and/or general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said parcels, general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____DAY OF _____, 2026, 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:

_____

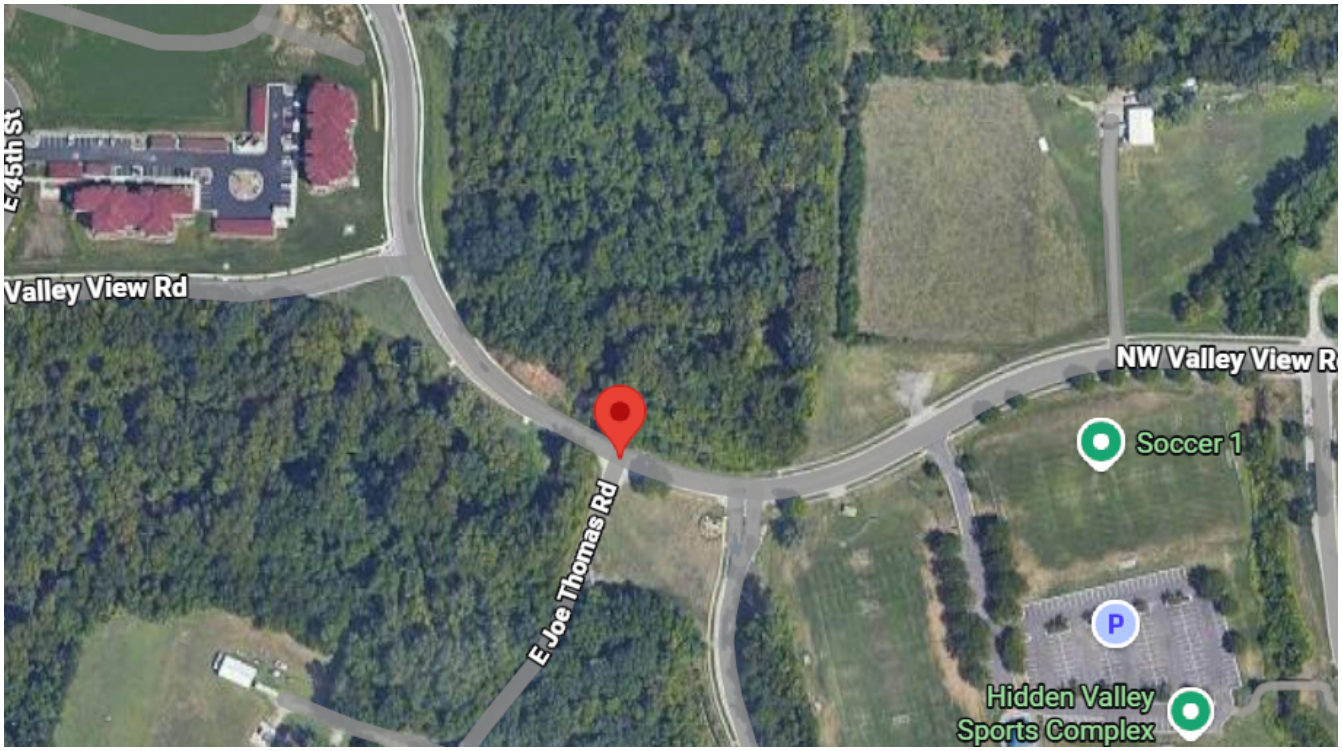
City Counselor

REVIEWED BY:

_____

City Manager

Project Location:
Valley View Parkway
Project No. 512001



BILL NO. 24-002

ORDINANCE NO. 19522

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING TEMPORARY CONSTRUCTION AND GRADING EASEMENTS, GENERAL UTILITY EASEMENTS, AND RIGHT OF WAY FOR THE VALLEY VIEW PARKWAY EXTENSION PROJECT (PROJECT NO. 512001); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain temporary construction and grading easements, general utility easements, and right of way in accordance with the plans and specifications as approved for construction, operation and maintenance of Valley View Parkway Extension Project (No. 512001), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Valley View Parkway Extension Project (No. 512001) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Parcels 1, 2, and 3

Parent Parcel:
All of Tracts 1, 2 and 3 as described from Warranty Deed filed as instrument number 2013E0095131, in the Jackson County Register of Deeds Office, lying in the East half of Section

28, Township 49 North, Range 31 West of the 6th Principal Meridian, in Jackson County, Missouri, and more particularly described as follows:

Right of Way
ALL of Tract 1, Tract 2 and Tract 3 as said from Parent Parcel.

Tract 1:

Beginning at a point on the north line of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, said point being S88°02'48"E a distance of 754.29 feet form the Northwest Corner of said Quarter Section; Thence S 88°02'47"E along said North line a distance of 56.39 feet to a point that is 500.00 feet West of the East line a distance of 31.05 feet to a point on a curve to the left having a radius of 370.00 feet and an initial tangent bearing of S 29°15'19"E; thence Southeasterly along said curve a distance of 156.85 feet to a point on the assumed Northerly Right of Way line of Valley View Road; thence N 61°22'14"W along said Right of Way line a distance of 182.98 feet to the point of beginning.

Tract 1 parcel contains 3,127.79 square feet or 0.072 acres, more or less.

Tract 2:

Beginning at the Northwest corner of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, thence S 88°02'47"E along the North line of said Quarter Section a distance of 795.15 feet to a point on the centerline of the proposed Valley View Parkway; thence Southeasterly along said centerline on a curve to the left having a radius of 400.00 feet, and an initial tangent bearing of S 31°53'25"E a distance of 196.26 feet to the P.T. of said curve; thence S 60°00'11"E continuing along said centerline a distance of 24.70 feet; thence N 29°59'49"E a distance of 33.93 feet to a point on the existing assumed Northerly Right of Way line of Valley View Road and the True Point of Beginning; thence continuing N 29°59'49"E a distance of 26.07 feet; thence S 60°00'11"E parallel with said centerline a distance of 65.00 feet; thence S 29°59'49"W along said Right of Way line a distance of 65.02 feet to the True Point Beginning.

Tract 2 parcel contains 1,644.40 square feet or 0.038 acres, more or less.

Tract 3:

Beginning at the Northwest corner of the Southeast Quarter of Section 28, Township 49 North, Range 31 West, thence S 88°02'47"E along the North line of said Quarter Section a distance of 795.15 feet to a point on the centerline of the proposed Valley View Parkway; thence Southeasterly along said centerline on a curve to the left having a radius of 400.00 feet, an initial tangent bearing of S 31°53'25"E and a distance of 155.13 feet; thence S 35°53'18"W a distance of 30.00 feet to a point on the existing Southerly Right of Way line of Valley View Road and the True Point of Beginning; thence S61°22'14"E along said Right of Way line a distance of 175.12 feet; thence S 29°59'49"W a distance of 6.45 feet to a point that is 30.00 from said centerline thence N 60°00'11"W parallel with said centerline a distance of 36.24 feet; thence S 29°59'49"W a distance of 30.00 feet to a point that is 60.00 feet; thence N 29°59'49"E a distance

of 30.00 to a point that is 30.00 feet from said centerline; thence N 60°00'11"W parallel with said centerline a distance of 34.70 feet to the P.C. on a curve to the right having a radius of 430.00 feet; thence Northwesterly along said curve parallel with said centerline a distance of 44.21 feet to the True Point of Beginning.

Tract 3 parcel contains 2,528.89 square feet or 0.058 acres, more or less.

Parcel 4

Parent Parcel:
A Tract of land lying in the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

Right of Way
All that part of said Parent Parcel, more particularly described as follows: Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 199.48 feet to the Point of Beginning; thence continuing along said East line S02°05'37"W a distance of 4.79 feet to a point on the existing Northerly right-of-way for Valley View Parkway as now established; thence Northwesterly along a non-tangent curve to the right for a distance of 227.06 feet, said curve having a radius of 372.75 feet with a chord bearing N78°49'24"W for a chord distance of 223.56 feet; thence N61°22'22"W a distance of 60.82 feet to a point on Tract 2 as described from Warranty Deed, filed as instrument number 2013E0095131, at the Jackson County Register of Deeds; thence leaving said existing Northerly right-of-way and along said Tract 2 the next 3 courses, N29°59'41"E a distance of 24.52 feet; thence N60°00'19"W a distance of 65.00 feet; thence S29°59'41"W a distance of 26.07 feet to a point on said existing Northerly right-of-way; thence along said Northerly right-of-way line, N61°22'22"W a distance of 66.34 feet to the Southeasterly corner of Tract 1 as described from said Warranty Deed; thence Northwestlery along a non-tangent curve to the right for a distance of 156.85 feet, said curve having a radius of 370.00 feet with a chord bearing N41°24'06"W for a chord distance of 155.68 feet, to a point on the existing right-of-way for Valley View Parkway; thence along said existing right-of-way line N02°23'00"E a distance of 8.26 feet; thence Southeastlery, leaving said existing right-of-way, along a non-tangent curve to the left for a distance of 216.83 feet, said curve having a chord bearing S45°26'26"E for a chord distance of 213.69 feet; thence N26°32'51"E a distance of 52.98 feet; thence S63°27'09"E a distance of 83.02 feet; thence S26°33'47"W a distance of 53.05 feet; thence S63°27'09"E a distance of 70.97 feet; thence Southeastlery along a tangent curve to the left for a distance of 206.92 feet, said curve having a radius of 367.00 feet with a chord bearing S79°36'16"E for a chord distance of 204.19 feet to the Point of Beginning.

The above described parcel contains 5,611.48 sq. ft. or 0.13 acres, more or less.

Temporary Construction Easement

All that part of said Parent Parcel, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 184.03 feet to the Point of Beginning; thence continuing along said East line S02°05'37"W a distance of 15.45 feet; thence Northwesterly, leaving said East line along a non-tangent curve to the right for a distance of 206.92 feet, said curve having a radius of 367.00 feet with a chord bearing N79°36'16"W for a chord distance of 204.19 feet; thence N63°27'09"W a distance of 70.97 feet; thence N26°33'47"E a distance of 53.05 feet; thence N63°27'09"W a distance of 83.02 feet: thence S26°32'51"W a distance of 52.98 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 139.76 feet, said curve having a radius of 367.00 feet with a chord bearing N51°27'21"W for a chord distance of 138.92 feet; thence N49°27'14"E a distance of 25.45 feet; thence S82°00'02"E a distance of 146.71 feet; thence S58°34'45"E a distance of 331.79 feet to the Point of Beginning.

The above described parcel contains 30,079.82 sq. ft. or 0.69 acres, more or less.

The temporary construction and grading easement shall terminate at the earlier of:
1: Two (2) years from the date construction begins, or
2: The date construction is completed and accepted by the City

Parcel 6

Parent Parcel:
A Tract of land described in Warranty Deed, Instrument No. 2015E0040113, said Tract lying in the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

General Utility Easement
All that part of said Parent Parcel, more particularly described as follow:

Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 264.82 feet to a point on the Southerly right-of-way for Valley View Parkway and the Point of Beginning; thence continuing along said East line, S02°05'37"W a distance of 12.11 feet; thence leaving said East line, S86°05'35"W a distance of 13.81 feet to a point on the existing Easterly right-of-way for Park Ridge Drive as now established; thence Northerly along a non-tangent curve to the left for a distance of 12.01 feet, said curve having a radius of 330.00 feet with a chord bearing N00°37'12"E for a distance of 12.01 feet to a point on said Southerly right-of-way line; thence Easterly along said Southerly right-of-way being a non-tangent curve to the left for a distance of 14.12 feet, said curve having a radius of 432.75 feet with a chord bearing N85°49'40"E for a chord distance of 14.12 feet to the Point of Beginning.

The above described parcel contains 166.67 sq. ft. or 0.004 acres, more or less.

Parcel 8

Parent Parcel:
A Tract of land described in Warranty Deed, Instrument No. 2003I0046503, said Tract lying in the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

General Utility Easement
All that part of said Parent Parcel, more particularly described as follow:

Commencing at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 28; thence N02°05'37"E along the East line of said NW 1/4 of the SE 1/4, a distance of 1058.61 feet; thence leaving said East line, perpendicular from last course, N87°54'23"W a distance of 77.02 feet to a point of intersection for the Southerly right-of-way for Valley View Parkway and the Westerly right-of-way for Park Ridge Drive, as now established, being the Point of Beginning; thence along said Westerly right-of-way for said Park Ridge Drive, Southerly along a non-tangent curve to the right for a distance of 25.85 feet, said curve having a radius of 270.00 feet with a chord bearing S02°13'02"W for a chord distance of 25.84 feet; thence leaving said Westerly line, N81°07'47"W a distance of 2.06 feet; thence N09°18'31"W a distance of 18.28 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 131.97 feet, said curve having a radius of 440.75 feet with a chord bearing N75°37'20"W for a chord distance of 131.47 feet; thence S22°57'19"W a distance of 3.00 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 24.80 feet, said curve having a radius of 443.75 feet with a chord bearing N65°26'37"W for a chord distance of 24.80 feet to a point on the existing Easterly right-of-way for Joe Thomas Road, as now established; thence along said Easterly right-of-way, N23°42'53"E a distance of 11.01 feet to a point on said Southerly right-of-way for Valley View Parkway; thence Southeasterly along a non-tangent curve to the left for a distance of 159.43 feet, said curve having a radius of 432.75 feet with a chord bearing S74°20'05"E for a chord distance of 158.53 feet to the Point of Beginning.

The above described parcel contains 1,435.82 sq. ft. or 0.033 acres, more or less.

Temporary Construction Easement
All that part of said Parent Parcel, more particularly described as follow:

Commencing at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 28; thence N02°05'37"E along the East line of said NW 1/4 of the SE 1/4, a distance of 1058.61 feet; thence leaving said East line, perpendicular from last course, N87°54'23"W a distance of 77.02 feet to a point of intersection for the Southerly right-of-way for Valley View Parkway and the Westerly right-of-way for Park Ridge Drive, as now established; thence along said Westerly right-of-way for said Park Ridge Drive, Southerly along a non-tangent curve to the right for a distance of 25.85 feet, said curve having a radius of 270.00 feet with a chord bearing S02°13'02"W for a chord distance of 25.84 feet; thence leaving said Westerly line, N81°07'47"W a distance of 2.06 feet to the Point of Beginning; thence N23°29'05"W a distance of 10.49 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 124.06 feet, said curve having a radius of 449.25 feet with a chord bearing N76°14'31"W for a chord distance of 123.67

feet; thence S68°10'48"W a distance of 49.89 feet to a point on the existing Easterly right-of-way for Joe Thomas Road; thence along said Easterly right-of-way, N23°42'53"E a distance of 41.22 feet; thence leaving said Easterly right-of-way, Southeasterly along a non-tangent curve to the left for a distance of 24.80 feet, said curve having a radius of 443.75 feet with a chord bearing S65°26'37"E for a chord distance of 24.80 feet; thence N22°57'19"E a distance of 3.00 feet; thence Southeasterly along a non-tangent curve to the left for a distance of 131.97 feet, said curve having a radius of 440.75 feet with a chord bearing S75°37'20"E for a chord distance of 131.47 feet; thence S09°18'31"E a distance of 18.28 feet to the Point of Beginning.

The above described parcel contains 1,907.28 sq. ft. or 0.044 acres, more or less.

The temporary construction and grading easement shall terminate at the earlier of:
1: Two (2) years from the date construction begins, or
2: The date construction is completed and accepted by the City

Parcel 9

Parent Parcel:
A Tract of land lying in the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 28, Township 49 North, Range 31 West of the 6th/ Principal Meridian, in Jackson County, Missouri.

Right of Way
All that part of said Parent Parcel, more particularly described as follows:
Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 199.48 feet to the Point of Beginning; thence continuing along said East line S02°05'37"W a distance of 4.79 feet to a point on the existing Northerly right-of-way for Valley View Parkway as now established; thence Northwesterly along a non-tangent curve to the right for a distance of 227.06 feet, said curve having a radius of 372.75 feet with a chord bearing N78°49'24"W for a chord distance of 223.56 feet; thence N61°22'22"W a distance of 60.82 feet to a point on Tract 2 as described from Warranty Deed, filed as instrument number 2013E0095131, at the Jackson County Register of Deeds; thence leaving said existing Northerly right-of-way and along said Tract 2 the next 3 courses, N29°59'41"E a distance of 24.52 feet; thence N60°00'19"W a distance of 65.00 feet; thence S29°59'41"W a distance of 26.07 feet to a point on said existing Northerly right-of-way; thence along said Northerly right-of-way line, N61°22'22"W a distance of 66.34 feet to the Southeasterly corner of Tract 1 as described from said Warranty Deed; thence Northwestlery along a non-tangent curve to the right for a distance of 156.85 feet, said curve having a radius of 370.00 feet with a chord bearing N41°24'06"W for a chord distance of 155.68 feet, to a point on the existing right-of-way for Valley View Parkway; thence along said existing right-of-way line N02°23'00"E a distance of 8.26 feet; thence Southeastlery, leaving said existing right-of-way, along a non-tangent curve to the left for a distance of 216.83 feet, said curve having a chord bearing S45°26'26"E for a chord distance of 213.69 feet; thence N26°32'51"E a distance of 52.98 feet; thence S63°27'09"E a distance of 83.02 feet; thence S26°33'47"W a distance of 53.05 feet; thence S63°27'09"E a distance of 70.97 feet; thence Southeastlery along a tangent curve to the

left for a distance of 206.92 feet, said curve having a radius of 367.00 feet with a chord bearing S79°36'16"E for a chord distance of 204.19 feet to the Point of Beginning.

The above described parcel contains 5,611.48 sq. ft. or 0.13 acres, more or less.

Temporary Construction Easement
All that part of said Parent Parcel, more particularly described as follows:
Commencing at the East 1/4 corner of said Section 28; thence N88°02'55"W along the North line of said SE 1/4, a distance of 1310.20 feet to a point on the East line of said NW 1/4 of the SE 1/4 of said Section 28; thence S02°05'37"W along said East line, a distance of 184.03 feet to the Point of Beginning; thence continuing along said East line S02°05'37"W a distance of 15.45 feet; thence Northwesterly, leaving said East line along a non-tangent curve to the right for a distance of 206.92 feet, said curve having a radius of 367.00 feet with a chord bearing N79°36'16"W for a chord distance of 204.19 feet; thence N63°27'09"W a distance of 70.97 feet; thence N26°33'47"E a distance of 53.05 feet; thence N63°27'09"W a distance of 83.02 feet: thence S26°32'51"W a distance of 52.98 feet; thence Northwesterly along a non-tangent curve to the right for a distance of 139.76 feet, said curve having a radius of 367.00 feet with a chord bearing N51°27'21"W for a chord distance of 138.92 feet; thence N49°27'14"E a distance of 25.45 feet; thence S82°00'02"E a distance of 146.71 feet; thence S58°34'45"E a distance of 331.79 feet to the Point of Beginning.

The above described parcel contains 30,079.82 sq. ft. or 0.69 acres, more or less.

The temporary construction and grading easement shall terminate at the earlier of:
1: Two (2) years from the date construction begins, or
2: The date construction is completed and accepted by the City

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements, temporary construction and grading easements, and right of way relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS 16th DAY OF January, 2024, 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:

26-071 **2R** An ordinance authorizing the acceptance of funding from the US Department of Justice, US Marshals Service, through the Joint Law Enforcement Operations Task Force, for use by the Police Department, making the necessary appropriations; and authorizing future change orders for additional funding and/or time extensions. **2R**

Recommendations:

Council approval is recommended.

Background:

The US Marshals has been granted authority to direct and coordinate Regional Fugutive Task Forces and Violent Offender Task Forces consisting of federal, state and local law enforcement authorities. The task force groups focus on locating and apprehending fugitives and violent offenders, improving public safety, and reducing violent crime. As part of this mission, US Marshals administers funding for the Joint Law Enforcement Operations (JLEO) program, which is funded through revenue deposited into the Department of Justice Assets Forfeiture Fund. The US Marshals will reimburse the Independence Police Department for overtime costs associated with their participation in these Task Force groups. This Obligation Document will provide for reimbursement of overtime expenses up to $50,000.00 during the time period of June 1, 2026, to September 30, 2026.

Emergency Justification:

Fiscal Impact:

Revenue totaling $50,000.00 will be appropriated to the Grant Fund, account 015-3219-USM. Expenditures totaling $50,000.00 will be appropriated to the Grant Fund, account 015-5102-USM. No local match is required, however, this funding will not reimburse for any benefits associated with the overtime worked. Therefore, additional expenses will be incurred for FICA and LAGERS that will be charged to each officer's home Org.

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance for FY26 US Marshals Funding (1)
2. FY26 US Marshals Obligation Doc

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE US DEPARTMENT OF JUSTICE, US MARSHALS SERVICE, THROUGH THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE, FOR USE BY THE POLICE DEPARTMENT, MAKING THE NECESSARY APPROPRIATIONS; AND AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS.

WHEREAS, the City Council does wish to accept overtime funding in the amount of $50,000.00, available for police officer overtime from the United States Marshals Service as part of the Joint Law Enforcement Operations Task Force for use by the Police Department;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager to accept the overtime funding from the US Marshals Service for use by the Police Department as a member of the Joint Law Enforcement Operations Task Force.

SECTION 2. That appropriations are hereby increased in the Grants Fund 015 in the amount of Fifty Thousand and NO/100 Dollars ($50,000.00) from the additional obligations of funding from the US Marshals Service.

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 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.

PASSED THIS _____ DAY OF _____, 2026, 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:

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.

_____
City Counselor

Source is: Increased Grant Funds from US Marshals Service

REVIEWED BY:

_____
City Manager

_____
Director of Finance & Administration
City of Independence, Missouri

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-26-D45-O-000245

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Independence MO Police Department

and

Western District of Missouri (45)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

June 1, 2026 to September 30, 2026

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2026	H50 D45	AFF-B-OP	JLEOTFOT	25205 - TFO Overtime	$50,000.00

Total Obligation Amount: $50,000.00

ADD OBLIGATION LINE

SECTION 5: DESCRIPTION OF OBLIGATION

FY2026 Overtime Funding for Task Force Officers under Joint Law Enforcement Operations Program.

• An agency cannot be reimbursed for any amounts in excess of what is authorized via Form USM-607 or Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document, and obligated in the UFMS.

• Form USM-607B must be used by all state and local agencies who participate in the JLEO program. Each state and local agency is responsible for initiating and completing the Form USM-607B, and districts and RFTFs are required to retain time sheets as supporting documentation.

• JLEO funds are made available for state and local officer overtime salary expenses and shall not include any costs for benefits, such as retirement, Federal Insurance Contributions Act taxes, or other expenses.

• Districts and RFTFs cannot use JLEO funds for a purpose other than that for which the funds were allocated.

• JLEO funds cannot be used for the purchase or reimbursement of prepaid fuel cards. JLEO funds cannot be used to pay for vehicle insurance, registration, or state inspections. JLEO funds cannot be used to pay for cellular telephones, other wireless devices, or the service for cellular telephones or other wireless devices.

• The USMS is prohibited from making third party payments to state and local agency vendors. JLEO funding can only be used to reimburse state and local agencies for approved expenses the agencies have already incurred and paid.

• Reimbursements under the JLEO program cannot be made via government purchase card.

• Purchase orders may not be issued to state and local agencies to extend JLEO funds beyond the end of the FY in which they are issued.

• Any state and local agency that has union rules or bylaws deviating from the standard OT hourly rate of 1.5 x Regular Rate of Pay must draft a memo explaining the reason for the deviation (e.g., contract terms, union rules, etc.). This memo must be on file with USMS in the event of an audit or questions about the billing rate.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:		STATE/LOCAL CONTACT:	
Name:	Joshua Kohler	Name:	Dennea Leap
Phone:	646-294-0224	Phone:	816-325-7315
E-mail:	joshua.kohler@usdoj.gov	E-mail:	dleap@indepmo.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: BARBARA TOMASZEWSKI Digitally signed by BARBARA TOMASZEWSKI Date: 2026.07.02 08:52:03 -05'00' Date: 7/2/2026

Barbara Tomaszewski, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: CHRISTOPHER DEATON Digitally signed by CHRISTOPHER DEATON Date: 2026.07.02 09:00:05 -05'00' Date: 7/2/2026

Christopher Deaton, Chief Deputy US Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

Independence MO Police Department

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-057 **1R** An ordinance creating Section 12.05.018 of the Independence City Code for the Prohibition of Unlawfully Gaining Entry into a Motor Vehicle **1R**

Recommendations:

Council approval is recommended.

Background:

The City Prosecutor and IPD worked together on this ordinance to address the issue of unlawfully attempting to enter vehicles, which is currently a misdemeanor under state law but is not an offense listed in the City Code.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Legal /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Unlawful gaining entry LDA edits
2. Unlawful gaining entry LDA edits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 12.05.018 OF THE INDEPENDENCE CITY CODE FOR THE PROHIBITION OF UNLAWFULLY GAINING ENTRY INTO A MOTOR VEHICLE

WHEREAS, Article 5 of Chapter 12 of the Code of the City of Independence addresses offenses against property; and,

WHEREAS, the State of Missouri sets forth conduct which it deems constitutes the crime of unlawfully gaining entry into a motor vehicle in Missouri Revised Statutes Section 569.175; and,

WHEREAS, the City of Independence desires to add 12.05.018 of the Code of the City of Independence to mirror the prohibited conduct set forth in Missouri Revised Statutes Section 569.175;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Section 12.05.018 of the Independence City Code is hereby created to read as follows:

SEC. 12.05.018 – Unlawfully gaining entry into a motor vehicle

A person commits the offense of unlawfully gaining entry into motor vehicles if the person lifts the door handles or otherwise tries the doors and locks of successive motor vehicles to gain entry into the motor vehicles for the purpose of committing the offense of stealing unless the person is the owner of the motor vehicles or has the owners' permission to enter the motor vehicles. For purposes of this section, "successive" means lifting the door handles or otherwise trying the doors and locks of one vehicle after another.

SECTION 2. That all other parts and provisions of the City Code remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS _____ DAY OF _____, 2026, 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 CREATING SECTION 12.05.018 OF THE INDEPENDENCE CITY CODE FOR THE PROHIBITION OF UNLAWFULLY GAINING ENTRY INTO A MOTOR VEHICLE

WHEREAS, Article 5 of Chapter 12 of the Code of the City of Independence addresses offenses against property; and,

WHEREAS, the State of Missouri sets forth conduct which it deems constitutes the crime of unlawfully gaining entry into a motor vehicle in Missouri Revised Statutes Section 569.175; and,

WHEREAS, the City of Independence desires to add 12.05.018 of the Code of the City of Independence to mirror the prohibited conduct set forth in Missouri Revised Statutes Section 569.175;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Section 12.05.018 of the Independence City Code is hereby created to read as follows:

SEC. 12.05.018 – Unlawfully gaining entry into a motor vehicle

A person commits the offense of unlawfully gaining entry into motor vehicles if the person lifts the door handles or otherwise tries the doors and locks of successive motor vehicles to gain entry into the motor vehicles for the purpose of committing the offense of stealing unless the person is the owner of the motor vehicles or has the owners' permission to enter the motor vehicles. For purposes of this section, "successive" means lifting the door handles or otherwise trying the doors and locks of one vehicle after another.

SECTION 2. That all other parts and provisions of the City Code remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED THIS _____ DAY OF _____, 2026, 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:

26-058 **1R** An ordinance amending Chapter 5, Article 10 of the Independence City Code regarding Private Security Guards **1R**

Recommendations:

Council approval is recommended.

Background:

At the request of the Missouri State Highway Patrol, the City Prosecutor and IPD worked together on this ordinance to ensure that the City Code is in compliance with state and federal regulations. The City Code, as currently written, does not meet certain criteria within Public Law 92-544, a federal statute, regarding fingerprint-based background checks.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Legal /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. COI Ordinance re. Fingerprints for Security Guards 4 22 26
2. COI Ordinance re Private Sec Guards

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 10, OF THE INDEPENDENCE CITY CODE REGARDING PRIVATE SECURITY GUARDS

WHEREAS, the City of Independence desires to receive criminal history record information on applicants and licensees in specified occupations; and

WHEREAS, the City of Independence desires to enact an ordinance to facilitate the receipt of criminal history record information from the Missouri State Highway Patrol central repository and the Federal Bureau of Investigation (FBI) pursuant to Chapter 43, Section 43.535 Revised Statutes of Missouri; and

WHEREAS, the City of Independence desires to enact such a requirement for private security guard applicants to protect the health, safety, and welfare of the City's residents by ensuring all individuals employed as private security guards will not be a risk to public safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The City of Independence enacts this ordinance pursuant to Chapter 43, Section 43.535 RSMo. Independence City Code Chapter 5, Article 10, shall be amended to hereafter read as follows and to regulate the following:

ARTICLE 10. – ~~PRIVATE WATCHGUARDS~~ **PRIVATE SECURITY GUARDS**

Sec. 5.10.001. – ~~Watchguard~~ **Private security guard** license ~~required and employment~~ purposes.

***License purposes*. Any individual applying for a private security guard license, issued by the City of Independence, must submit to a fingerprint-based criminal background check for licensure purposes.** ~~No person shall engage in the business of private watchguard security guard, operate a private watch security service or be employed as a security guard for a private watch security service without having first obtained a license to do so as hereinafter provided.~~

Sec. 5.10.002. – Article 1 **– Administration of Licenses in General, and Requirements Thereof of this Chapter 5** applies.

The following special provisions for applicants or holders of private ~~watchguard~~ **security guard** licenses shall not be construed as the only requirement of such ~~persons~~ **individuals**

under this chapter. Rather, Article 1 shall be applied herein in its entirety, except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.10.003 ~~Watchguard~~ **Private security guard** license application.

A. Any ~~person~~ **individual** ~~operating or~~ intending to **be a** ~~establish the business of~~ private ~~watchguard~~ **security guard**~~, private watch service, or employed or intending to be employed as a guard~~ shall file with the ~~License Officer~~ **City of Independence a** written application for a license upon forms provided by the ~~License Officer~~ **City of Independence.**

~~B. If the application is for a license for a private watch service it shall indicate the location of its principal office, the names of the owners and operators thereof and the names of the guards to be employed together with such additional information as may be required by the License Officer.~~

~~C. If the application is for a license for a private watchguard security guard it shall indicate the name and address of the applicant, experience in such work together with such additional information as may be required by the License Officer.~~

~~D. If the application is for a license for a security guard it shall indicate the name and address of the applicant, the name and address of the private watch security service employing the applicant and experience in such work together with such additional information as may be required by the License Officer.~~

Sec. 5.10.004. - Investigation, issuance of ~~watchguard~~ **private security guard** license and expiration.

A. All applications for a **private security guard** license ~~for a private watch security service or private watchguard or guard~~ shall be referred to the Chief of Police or designee **within the City of Independence** who shall investigate the fitness of the applicant, experience in such business, the character of service to be performed and the manner in which such business is to be carried on. The Chief of Police or designee **within the City of Independence** shall obtain such other information concerning the applicant as deemed necessary ~~in order~~ to determine the fitness and qualifications of the applicant for the conduct of such business. ~~The Chief of Police shall require the applicant to submit a complete set of fingerprints together with photographs of the applicant of a size and dimension to be prescribed by the Chief of Police.~~ **Any individual seeking a private security guard license to be employed as a private security guard under this Article shall submit fingerprints cards and any required fees to the Missouri State Highway Patrol's central repository. The fingerprints shall be used for searching the state criminal records repository and shall also be forwarded to the Federal Bureau of Investigation for a federal criminal records search under Missouri Revised Statute Section 43.540. The Missouri State Highway Patrol shall notify the City of Independence of any criminal history record information or lack**

of criminal history record information discovered on the individual. Notwithstanding the provisions of Missouri Revised Statute Section 610.120 to the contrary, all records related to any criminal history information discovered shall be accessible and available to the City of Independence.

B. The **City of Independence shall render a fitness determination based upon the results of the criminal background check. In rendering a fitness determination, the City of Independence will decide whether the subject of record has been convicted of or is under pending indictment for (a) a crime which bears upon his/her ability or fitness to serve in that capacity; (b) any felony or misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers.** ~~License Officer shall review the report of the investigation by the Chief of Police together with the license application.~~ If the ~~License Officer~~ **City of Independence** determines that the applicant meets the requirements of this article**,** a license shall be issued. If the ~~License Officer~~ **City of Independence** determines that the applicant is not qualified under the provisions of this article**,** the application shall be denied.

C. All licenses so issued shall be renewed annually upon application and payment of the fee as required by this article. All licenses issued under this article shall expire on the last day of the license year, unless renewed by the last day of the first month of the next succeeding license year. The City **of Independence** shall prior to the issuance of any license hereunder affix a photograph of the licensee to the license.

D. A licensee hereunder shall be required to carry the license and to exhibit the same to any duly authorized law enforcement officer or citizen upon request. Failure to comply with this provision shall result in strict enforcement of this chapter.

E. The subject of record may request and receive a copy of his/her criminal history record information from the City of Independence. Should the subject of record seek to amend or correct his/her record, he/she must contact the Missouri State Highway Patrol for a Missouri state record, and the FBI for records from other state jurisdictions maintained in its file.

Sec. 5.10.005. - License fees.

The license fee for a license issued under the provisions of this article shall be outlined in the Schedule of Fees.

Sec. 5.10.006. - Bond requirements.

A. Every private ~~watchguard~~ **security guard** licensed under the provisions of this article ~~and every security guard employed by any private watch security service licensed hereunder~~ shall furnish a bond to the City **of Independence** in the sum of $10,000.00 conditioned upon the faithful performance of such work and the

observance of all ordinances of the City **of Independence** and laws of the State of Missouri and of the United States. Such bonds shall be for the use and benefit of the City **of Independence** and of any ~~person~~ **individual** who may have employed such licensee and have been injured by any willful, malicious or wrongful act of such licensee. The bond required hereunder shall be of a form approved by the City Counselor.

B. In lieu of the bond as provided herein, the applicant may submit a certificate of public liability insurance approved by the City Counselor and Director of Finance. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the City **of Independence** named as insured. The insurance shall be the sum of at least $250,000.00 for each ~~person~~ **individual** injured and the sum of at least $500,000.00 for each occurrence, and $50,000.00 for property damage. Such policy shall provide that, before it shall be canceled or altered, the ~~License Officer~~ **City of Independence** shall be notified of such cancellation or alteration by the insurance carrier within ten days before such cancellation or alteration shall become effective.

Sec. 5.10.007. - Applicability of Article 10.

A. The provisions of this article are not applicable to reserve officers of the City Police Department or the Emergency Preparedness Organization of the City **of Independence**.

B. Private ~~watchguards~~ **security guards** shall not be appointed special members of the City Police Department.

Sec. 5.10.008. - Uniform requirements.

It shall be unlawful for any private ~~watchguard~~ security guard ~~or guard~~ to wear a uniform similar to the uniform worn by the officers of the Police Department of the City **of Independence**. All private ~~watchguards~~ **security guards** ~~and private watch security services~~ shall exhibit to the Chief of Police a sample of the uniform they intend to wear. It shall be the duty of the Chief of Police to approve or disapprove such uniform.

Sec. 5.10.009. – Definitions.

The following terms as used in this section shall be defined as follows:

***Licensee*. An individual licensed as a security guard by the City of Independence.**

***Private Security Guard.* An individual with the power to protect life and property on/in a designated area, armed or unarmed, who must be in uniform, and licensed by the City of Independence.**

Secs. 5.10.010—5.10.999. - Reserved

SECTION 2. This Ordinance shall be in full force and effect from and after passage.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words in bold are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 10, OF THE INDEPENDENCE CITY CODE REGARDING PRIVATE SECURITY GUARDS

WHEREAS, the City of Independence desires to receive criminal history record information on applicants and licensees in specified occupations; and

WHEREAS, the City of Independence desires to enact an ordinance to facilitate the receipt of criminal history record information from the Missouri State Highway Patrol central repository and the Federal Bureau of Investigation (FBI) pursuant to Chapter 43, Section 43.535 Revised Statutes of Missouri; and

WHEREAS, the City of Independence desires to enact such a requirement for private security guard applicants to protect the health, safety, and welfare of the City's residents by ensuring all individuals employed as private security guards will not be a risk to public safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The City of Independence enacts this ordinance pursuant to Chapter 43, Section 43.535 RSMo. Independence City Code Chapter 5, Article 10, shall be amended to hereafter read as follows and to regulate the following:

ARTICLE 10. – ~~PRIVATE WATCHGUARDS~~ **PRIVATE SECURITY GUARDS**

Sec. 5.10.001. – ~~Watchguard~~ **Private security guard** license ~~required and employment~~ purposes.

***License purposes*. Any individual applying for a private security guard license, issued by the City of Independence, must submit to a fingerprint-based criminal background check for licensure purposes.** ~~No person shall engage in the business of private watchguard security guard, operate a private watch security service or be employed as a security guard for a private watch security service without having first obtained a license to do so as hereinafter provided.~~

Sec. 5.10.002. – Article 1 **– Administration of Licenses in General, and Requirements Thereof of this Chapter 5** applies.

The following special provisions for applicants or holders of private ~~watchguard~~ **security guard** licenses shall not be construed as the only requirement of such ~~persons~~ **individuals**

under this chapter. Rather, Article 1 shall be applied herein in its entirety, except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.10.003 ~~Watchguard~~ **Private security guard** license application.

A. Any ~~person~~ **individual** ~~operating or~~ intending to **be a** ~~establish the business of~~ private ~~watchguard~~ **security guard**~~, private watch service, or employed or intending to be employed as a guard~~ shall file with the ~~License Officer~~ **City of Independence a** written application for a license upon forms provided by the ~~License Officer~~ **City of Independence.**

~~B. If the application is for a license for a private watch service it shall indicate the location of its principal office, the names of the owners and operators thereof and the names of the guards to be employed together with such additional information as may be required by the License Officer.~~

~~C. If the application is for a license for a private watchguard security guard it shall indicate the name and address of the applicant, experience in such work together with such additional information as may be required by the License Officer.~~

~~D. If the application is for a license for a security guard it shall indicate the name and address of the applicant, the name and address of the private watch security service employing the applicant and experience in such work together with such additional information as may be required by the License Officer.~~

Sec. 5.10.004. - Investigation, issuance of ~~watchguard~~ **private security guard** license and expiration.

A. All applications for a **private security guard** license ~~for a private watch security service or private watchguard or guard~~ shall be referred to the Chief of Police or designee **within the City of Independence** who shall investigate the fitness of the applicant, experience in such business, the character of service to be performed and the manner in which such business is to be carried on. The Chief of Police or designee **within the City of Independence** shall obtain such other information concerning the applicant as deemed necessary ~~in order~~ to determine the fitness and qualifications of the applicant for the conduct of such business. ~~The Chief of Police shall require the applicant to submit a complete set of fingerprints together with photographs of the applicant of a size and dimension to be prescribed by the Chief of Police.~~ **Any individual seeking a private security guard license to be employed as a private security guard under this Article shall submit fingerprints cards and any required fees to the Missouri State Highway Patrol's central repository. The fingerprints shall be used for searching the state criminal records repository and shall also be forwarded to the Federal Bureau of Investigation for a federal criminal records search under Missouri Revised Statute Section 43.540. The Missouri State Highway Patrol shall notify the City of Independence of any criminal history record information or lack**

of criminal history record information discovered on the individual. Notwithstanding the provisions of Missouri Revised Statute Section 610.120 to the contrary, all records related to any criminal history information discovered shall be accessible and available to the City of Independence.

B. The **City of Independence shall render a fitness determination based upon the results of the criminal background check. In rendering a fitness determination, the City of Independence will decide whether the subject of record has been convicted of or is under pending indictment for (a) a crime which bears upon his/her ability or fitness to serve in that capacity; (b) any felony or misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers.** ~~License Officer shall review the report of the investigation by the Chief of Police together with the license application.~~ If the ~~License Officer~~ **City of Independence** determines that the applicant meets the requirements of this article**,** a license shall be issued. If the ~~License Officer~~ **City of Independence** determines that the applicant is not qualified under the provisions of this article**,** the application shall be denied.

C. All licenses so issued shall be renewed annually upon application and payment of the fee as required by this article. All licenses issued under this article shall expire on the last day of the license year, unless renewed by the last day of the first month of the next succeeding license year. The City **of Independence** shall prior to the issuance of any license hereunder affix a photograph of the licensee to the license.

D. A licensee hereunder shall be required to carry the license and to exhibit the same to any duly authorized law enforcement officer or citizen upon request. Failure to comply with this provision shall result in strict enforcement of this chapter.

E. The subject of record may request and receive a copy of his/her criminal history record information from the City of Independence. Should the subject of record seek to amend or correct his/her record, he/she must contact the Missouri State Highway Patrol for a Missouri state record, and the FBI for records from other state jurisdictions maintained in its file.

Sec. 5.10.005. - License fees.

The license fee for a license issued under the provisions of this article shall be outlined in the Schedule of Fees.

Sec. 5.10.006. - Bond requirements.

A. Every private ~~watchguard~~ **security guard** licensed under the provisions of this article ~~and every security guard employed by any private watch security service licensed hereunder~~ shall furnish a bond to the City **of Independence** in the sum of $10,000.00 conditioned upon the faithful performance of such work and the

observance of all ordinances of the City **of Independence** and laws of the State of Missouri and of the United States. Such bonds shall be for the use and benefit of the City **of Independence** and of any ~~person~~ **individual** who may have employed such licensee and have been injured by any willful, malicious or wrongful act of such licensee. The bond required hereunder shall be of a form approved by the City Counselor.

B. In lieu of the bond as provided herein, the applicant may submit a certificate of public liability insurance approved by the City Counselor and Director of Finance. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the City **of Independence** named as insured. The insurance shall be the sum of at least $250,000.00 for each ~~person~~ **individual** injured and the sum of at least $500,000.00 for each occurrence, and $50,000.00 for property damage. Such policy shall provide that, before it shall be canceled or altered, the ~~License Officer~~ **City of Independence** shall be notified of such cancellation or alteration by the insurance carrier within ten days before such cancellation or alteration shall become effective.

Sec. 5.10.007. - Applicability of Article 10.

A. The provisions of this article are not applicable to reserve officers of the City Police Department or the Emergency Preparedness Organization of the City **of Independence**.

B. Private ~~watchguards~~ **security guards** shall not be appointed special members of the City Police Department.

Sec. 5.10.008. - Uniform requirements.

It shall be unlawful for any private ~~watchguard~~ security guard ~~or guard~~ to wear a uniform similar to the uniform worn by the officers of the Police Department of the City **of Independence**. All private ~~watchguards~~ **security guards** ~~and private watch security services~~ shall exhibit to the Chief of Police a sample of the uniform they intend to wear. It shall be the duty of the Chief of Police to approve or disapprove such uniform.

Sec. 5.10.009. – Definitions.

The following terms as used in this section shall be defined as follows:

***Licensee*. An individual licensed as a security guard by the City of Independence.**

***Private Security Guard.* An individual with the power to protect life and property on/in a designated area, armed or unarmed, who must be in uniform, and licensed by the City of Independence.**

Secs. 5.10.010—5.10.999. - Reserved

SECTION 2. This Ordinance shall be in full force and effect from and after passage.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words in bold are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-072 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to data processing and hosting and battery energy storage systems uses. **1R**

Recommendations:

Commissioner Young made a motion to make the following changes to the proposed UDO:

1. Revise the Small and Major Data Processing & Hosting regulations to match the Battery Energy Storage System (BESS) financial assurance requirements, including requiring a bond or irrevocable letter of credit for decommissioning.
2. Require new Small and Major Data Processing & Hosting facilities to provide parking that meets the City's standard UDO requirements to better accommodate future reuse if the facility is decommissioned.
3. Increase the neighborhood meeting notice for Major Data Processing & Hosting facilities from 15 days to 30 days and require notices to be sent by certified mail.
4. Clarify that only projects with an issued building permit prior to the effective date of the ordinance are exempt from the new regulations; projects with pending applications must comply with the updated UDO requirements.

A second to the motion was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows on the suggested changes:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neill – Yes
Commissioner Torres - Yes
Commissioner L. Wiley – Yes
Commissioner Young – Yes

Commissioner Nesbit made a motion to recommend approval of Case 26-175-03, UDO Amendment #80 Data Processing and Hosting and Battery Energy Storage Systems Uses.

A second to the motion was made by Commissioner O'Neill. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – No
Commissioner Ferguson – No
Commissioner Nesbitt – No
Commissioner O'Neill – Yes
Commissioner Torres - No
Commissioner L. Wiley – No

Commissioner Young - No

The motion failed and the case is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:

PROJECT DESCRIPTION:

The City requests approval of amendments to the Unified Development Ordinance (UDO) to establish new regulations governing Data Processing and Hosting Facilities (commonly referred to as data centers) and Battery Energy Storage Systems (BESS). The proposed amendments create Article 14 429, Small Data Processing and Hosting; Article 14 430, Major Data Processing and Hosting; and Article 14 431, Battery Energy Storage Systems. These articles establish development, operational, buffering, design, safety, application, reporting, and decommissioning standards for these uses. The office, commercial, and industrial use tables and related use group definitions have also been updated. Additionally, a new Section 14 400 13, Accessory Data Processing and Hosting, has been created.

The proposed amendment introduces three new definitions: accessory data processing and hosting, small data processing and hosting, and major data processing and hosting. These definitions are based on our existing framework, which is intentionally broad to capture current technologies while remaining flexible for future advancements. Rather than tying the use to any specific technology—such as cloud computing or artificial intelligence—the definitions focus on the functional role of the facility.

- Function-based rather than technology-based: Defining the use by "providing infrastructure" instead of naming specific equipment means the definition is less likely to become obsolete.
- Includes emerging technologies: Specifically, referencing cloud computing and artificial intelligence captures today's major drivers.
- Covers support systems: Including "associated equipment and supporting systems" recognizes that cooling, backup power, networking, and mechanical systems are integral parts of these facilities.
- Separates accessory, small, and major facilities: This gives the City flexibility to regulate facilities based on intensity rather than simply whether they are a data center.

BACKGROUND:

Data processing and hosting facilities have emerged as a rapidly growing component of industrial and technology-related development throughout the United States. These facilities provide infrastructure for cloud computing, data storage, artificial intelligence applications, web hosting, and other digital services that support modern commerce and communications.

While data centers can represent significant private investment and contribute to local economic development, they also present unique land use considerations not commonly associated with traditional industrial development. These considerations include substantial

electrical demand, water consumption, backup power generation, noise from mechanical equipment, large building footprints, visual impacts, and potential compatibility concerns with nearby residential neighborhoods and community facilities.

The City's current UDO does not contain use-specific regulations for data processing and hosting facilities. As interest in this development type continues to increase, staff believes additional standards are appropriate to provide clear expectations for future development while protecting surrounding properties and community resources.

As part of the amendment, a tiered regulatory framework for data processing and hosting facilities to reflect their differing scales, operational impacts and infrastructure demands has been established. Three use types have been created:

Accessory Data Processing and Hosting Facility: A subordinate use located within or attached to a principal structure, intended to support the primary use on the site.

Small Data Processing and Hosting Facility (< 2.5 MW): A standalone or principal use facility with an electrical load of less than two and one-half megawatts, typically characterized by limited site impacts and compatibility with a broader range of zoning districts.

Major Data Processing and Hosting Facility (> 2.5 MW): A high capacity installation with an electrical load greater than two and one-half megawatts, generally requiring enhanced infrastructure, larger footprints, and elevated performance, siting, and buffering standards.

This tiered approach ensures that each facility type is regulated proportionately to its scale and potential effects on surrounding properties, public infrastructure, and community character.

Accessory Data Processing and Hosting UDO Amendment
The proposed amendment establishes a new Section 14 400 13, Accessory Data Processing and Hosting Facility, as a defined and regulated accessory use. The section includes standards for applicability, location, enclosed building and compliance with the City’s adopted building, fire, electrical, and mechanical codes. An accessory data processing and hosting facility is incidental and subordinate to the principal use of the property and is intended solely to support the operations of that principal use. It may not function as a standalone commercial data processing or hosting operation nor may it provide hosting or data processing services to third parties as its primary purpose. This new section further clarifies that all such facilities must comply with the City’s adopted building, fire, electrical and mechanical codes.

Small Data Processing and Hosting UDO Amendment
The proposed amendment establishes a new Section 14-429, Small Data Processing and Hosting and creates development standards that recognize the scale of small data processing and hosting facilities while ensuring compatibility with surrounding development and minimizing impacts associated with mechanical equipment, noise, lighting, cooling systems, and backup power generation. These facilities would be allowed subject to the requirements of Section 14-429 in the C-2, C-3, BP/PUD and I-1 districts and include the following key provisions:

Applicability
This section establishes the purpose of the regulations and clarifies when the standards apply. It also includes a grandfathering provision allowing projects that have already received development approvals to proceed under the regulations that were in effect at the time of approval, including approved phased developments. This protects vested property rights while ensuring that future projects comply with the new standards.

Setbacks
The setback provisions recognize that a small data processing and hosting facility could occupy existing industrial or commercial buildings where requiring additional setbacks would be impractical. Existing buildings are deemed compliant, while new construction and building additions must satisfy the setback requirements of the underlying zoning district. Mechanical equipment is generally required to meet the same setbacks as the principal structure, although limited flexibility is provided when enhanced screening or buffering can achieve equivalent visual and noise mitigation. This approach balances redevelopment opportunities with compatibility for adjacent properties.

Buffering and Screening
This section ensures that exterior equipment associated with these facilities is appropriately screened from neighboring properties and public rights-of-way. Existing developments are not required to construct additional buffer yards unless new exterior equipment is installed, while new construction and a building addition must comply with the City's existing landscape and screening standards. Screening requirements for generators, transformers, cooling equipment, loading areas, and other service areas reduce visual impacts and improve compatibility with surrounding development.

Parking
Small data processing and hosting facilities typically employ relatively few personnel compared to traditional industrial or office uses. The proposed parking requirement bases parking on the maximum number of employees working during a single shift rather than building size, resulting in parking that more accurately reflects operational demand. Existing parking areas may remain unchanged unless modified, while any new or reconfigured parking must comply with current setback and screening requirements.

Architectural and Design Requirements
This section requires compliance with the City's existing commercial and industrial building design standards for both existing buildings and new construction. This ensures consistency throughout the UDO while maintaining high-quality building materials and architectural appearance.

Lighting
Exterior lighting associated with these facilities must comply with the City's existing lighting standards. These requirements help reduce glare, minimize light trespass onto adjacent properties, and maintain safe site illumination while protecting nearby development.

Noise and Maintenance Requirements
Mechanical equipment and backup generators have the potential to generate noise that can affect neighboring properties. The proposed standards require compliance with the City's existing noise ordinance while also limiting routine generator testing to normal weekday business hours, establishing monthly testing limits, requiring sound attenuation, and maintaining annual generator testing records. These standards allow facilities to maintain emergency backup systems while minimizing operational impacts on surrounding properties.

Cooling Systems
Cooling systems represent one of the primary operational components of data processing facilities. The proposed regulation requires facilities to utilize closed-loop cooling systems or technologies that achieve equivalent or lower water consumption while ensuring that cooling-related water demand does not exceed the City's available utility capacity. These standards promote efficient water use and help protect long-term utility resources.

Decommissioning and Site Restoration
Should a facility permanently cease operations, this section requires submission of a decommissioning plan and restoration of the site for future industrial or commercial use. Rather than requiring demolition of the principal building, the regulations encourage adaptive reuse by requiring the removal of specialized data processing equipment while preserving buildings, parking, utilities and other infrastructure that can support future tenants. This reduces the likelihood of vacant buildings and promotes long-term economic reuse of developed sites.

Ongoing Compliance and Reporting
To ensure continued compliance after construction, operators must submit an annual report documenting compliance with noise standards, cooling systems, landscaping, stormwater maintenance and generator testing requirements. The City is also authorized to conduct inspections as necessary to verify ongoing compliance with the ordinance. These provisions provide accountability throughout the operational life of the facility rather than limiting review to the initial development process.

Violations and Enforcement
This section establishes that violations of the ordinance may result in enforcement actions authorized under the UDO. The provision provides the City with the authority necessary to address noncompliance and ensure that approved operational standards continue to be met.

Modifications
Future expansions or substantial modifications to a facility's mechanical systems, electrical infrastructure, or site layout are subject to City review. This ensures that operational changes continue to meet the intent of the ordinance and are evaluated for potential impacts on surrounding properties.

Zoning Districts
As discussed above, Small Data Processing and Hosting uses are permitted in the C-2 (General Commercial), C-3 (Commercial Services), BP/PUD (Business Park/Planned Unit Development),

and I-1 (Light Industrial) districts, subject to compliance with the standards established in Section 14-429.

These zoning districts are intended to accommodate commercial, office, technology and light industrial activities that are compatible with enclosed data processing operations. Small data processing and hosting facilities typically function with limited employees, minimal customer traffic and no outdoor storage or manufacturing activities. Their operational characteristics are generally consistent with other commercial and office-based uses permitted within these districts.

The standards contained in Section 14-429 ensure that potential impacts associated with these facilities, including noise, mechanical equipment, screening, lighting, and utility infrastructure are appropriately addressed regardless of zoning district. Requiring compliance with these operational and development standards allows small data processing and hosting facilities to integrate into existing commercial and light industrial areas while protecting adjacent properties and maintaining compatibility with surrounding development.

Major Data Processing and Hosting UDO Amendment
PROPOSED AMENDMENT SUMMARY
The proposed amendment creates a new Section 14-430, Major Data Processing and Hosting Facilities, allows these uses in the I-1 District with approval of a special use permit and includes the following key provisions:

Applicability
The standards apply to all new major data processing and hosting developments but exempt projects that have submitted building permits, received final site plan approval, or obtained other applicable development entitlements prior to the effective date. Approved phased developments may continue under previously granted entitlements.

Setbacks and Separation Requirements
All structures, equipment, and appurtenances, including inverters, transformers, auxiliary systems, and substations must maintain a minimum setback of 100 feet. Additionally, no data processing and hosting facility may be located within 500 feet of residential uses, schools, parks, playgrounds, daycare facilities, nursing homes, hospitals, or religious assembly uses. Distances are measured from property line to property line, without regard to intervening structures.

Buffering and Screening Standards
A minimum 100 foot buffer yard is required where the major data hosting facility abuts residential zoning or residential use. A high impact screen per Section 14 503 is required, and planting quantities must be increased by 25 percent. All mechanical yards, substations, switchyards, battery storage areas, and other exterior equipment must be fully screened from view from public or private streets, trails, and parks.

Parking Standards
Off-street parking adjacent to a public or private right of way must be set back at least 50 feet

and screened using buildings, landscaped berms at least three feet in height, plantings, or combinations thereof. Screening must comply with Section 14 503. Data hosting facilities must provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees per shift.

Architectural Design Standards
Building design standards are included to address the visual appearance of large-scale facilities. These standards require enhanced façade treatments, architectural materials, building articulation, and design elements intended to reduce the appearance of large uninterrupted building walls. Buildings must incorporate at least four-sided façade design elements for every 500 feet of street-facing façade and at least two such elements for every 500 feet of other façades.

Lighting
All exterior lighting must comply with the standards of Section 14 508 of the UDO.

Noise and Generator Regulations
The proposed regulations require compliance with existing City noise standards and establish operational limitations for backup generators, including restrictions on testing frequency, testing hours, recordkeeping, and noise attenuation measures. Generator testing is limited to 10 hours per month and may occur only between 9:00 AM and 5:00 PM Monday–Friday, excluding federal holidays. Generators must be enclosed with sound attenuating materials, and operators must maintain annual generator logs.

Water Usage and Cooling Systems
The amendment requires facilities to utilize closed-loop cooling systems or technologies with equivalent or lower water consumption and establishes a maximum average cooling-related water usage threshold.

Community Benefit Agreements
Facilities seeking public incentives would be required to enter into a Community Benefit Agreement (CBA) with the City. The agreement may address workforce development, local hiring, educational partnerships, infrastructure improvements, environmental sustainability measures, community investment, and other public benefits proportional to the requested incentives. Noncompliance may result in enforcement or the revocation of the incentive.

Neighborhood Meeting Requirement
A neighborhood meeting is required before any special use permit application is submitted. Notices are required to be mailed to all property owners within one mile at least 15 days prior to the meeting and posted onsite using standard city notice signs. Applicants must provide proof of notification, including mailings, affidavits, and photographs of posted signs.

Decommissioning and Site Restoration
A facility that ceases operations for 12 consecutive months is considered abandoned and must be decommissioned. A decommissioning plan must be submitted with the building permit and include removal of equipment, hazardous materials, structures, foundations, and fencing, along

with site stabilization and restoration. The City may require financial assurance (i.e., bond, letter of credit, escrow, etc.) to guarantee completion. The amendment requires submission of a preliminary decommissioning plan with the special use permit application. The regulations are intended to ensure the site remains viable for future industrial or commercial redevelopment.

Special Use Permit Application Requirements
The special use permit application must include a noise impact assessment, water and energy usage plans, emissions analysis, environmental justice review, detailed site plan, stormwater studies, civil layout, building elevations, photometric plan, preliminary decommissioning plan, ownership disclosure, and waste heat mitigation documentation.

Annual Reporting and Compliance Monitoring
Operators would be required to submit annual compliance reports documenting adherence to applicable operational standards, including noise monitoring, cooling system operation, landscape maintenance, stormwater facility maintenance, and generator testing records.

Violations and Enforcement
Failure to comply may result in enforcement, including suspension or revocation of the special use permit.

Modifications
Any expansion or substantial modification of a data hosting facility must be reviewed under current regulations.

Zoning Districts
As discussed above, major data processing and hosting facilities require approval of a special use permit in the I-1 Districts. This is the only zoning district where the use may be considered. Staff does not recommend permitting this use in the I-2 Heavy Industrial District. The I-2 District is intended to accommodate the City's most intensive industrial operations, including heavy manufacturing, processing, mining, and the production or storage of materials that may involve significant off-site impacts. While major data processing and hosting facilities can occupy large buildings and require substantial utility infrastructure, they do not involve heavy industrial manufacturing or processing activities and generally have a different operational profile. The I-1 District, together with the proposed use-specific development standards and Special Use Permit review process, provides an appropriate regulatory framework for evaluating these facilities without expanding the use into areas intended for the City's most intensive industrial activities.

Battery Energy Storage System (BESS) UDO Amendment
BACKGROUND
Battery Energy Storage Systems (BESS) are an emerging land use that support electrical grid reliability, renewable energy integration, peak demand management, and emergency power supply. While BESS facilities provide important infrastructure benefits, they also present unique land use, operational, and public safety considerations due to the storage of large quantities of electrical energy.

The City's current UDO does not contain use-specific regulations governing utility-scale Battery Energy Storage Systems. As a result, staff have prepared a new Article 14-431 to establish development standards, safety requirements, operational regulations, and decommissioning procedures for these facilities.

The proposed regulations were developed to provide a predictable review process for future projects while ensuring compatibility with surrounding land uses and protecting public health, safety, and welfare.

PROPOSED AMENDMENT SUMMARY

The proposed amendment creates Article 14-431, Battery Energy Storage Systems (BESS), and establishes regulations addressing the siting, design, operation, maintenance, and eventual removal of utility-scale battery storage facilities. Key provisions of the proposed amendment include:

Applicability

This section establishes which battery energy storage systems fall under the new Article. It specifies that all utility scale BESS facilities and battery storage buildings are subject to the requirements, while residential systems and small accessory systems under 600 kWh are exempt. It also clarifies that any BESS development that has submitted for building permit or has been previously approved or authorized through site plans, building permits, or development plans or other applicable development approval or authorization may continue under prior entitlements, ensuring that the new regulations do not retroactively affect already approved projects.

Setback and Separation Requirements

The Article establishes specific spatial requirements intended to minimize impacts on surrounding properties. All components of a BESS facility must maintain a minimum setback of 100 feet. Additionally, the facility must be located at least 100 feet from any property used or zoned for residential purposes or from sensitive public uses such as schools, parks, playgrounds, nursing homes, and hospitals. These distances are measured from property line to property line. The Independence Fire Department retains the authority to require additional setbacks in cases where the Hazard Mitigation Analysis identifies heightened risk.

Buffering and Screening

To reduce visual and aesthetic impacts, the Article requires significant buffering where BESS facilities abut residential properties. A 50-foot wide buffer yard must be installed along shared boundaries, and high impact screening must be used, supplemented with landscaping that exceeds standard requirements by 25 percent. Substations, mechanical yards, and similar exterior components must be fully screened from public streets, trails, and parks to ensure minimal off-site visibility.

Fencing and Security

Security provisions require that each BESS installation be enclosed by a minimum of seven-foot tall solid wall made of durable materials such as decorative concrete, masonry, or

architecturally treated concrete panels. Walls may exceed typical height limits when needed for sound attenuation. Equipment must be fully screened unless a line of sight analysis confirms the wall height is sufficient. Gates must remain locked except during authorized access, and safety signage must clearly identify hazards, emergency contacts, and fire department access points.

Landscaping
Landscaping requirements are focused on the exterior of the facility, as no interior landscaping is required within the screening wall. Any applicable open space landscaping requirements are fulfilled by the plant material placed outside the wall and within the required buffer areas.

Parking and Site Access
Parking needs are tailored to the operational nature of BESS sites. Facilities that include regular staffing must provide parking at a rate of 1.5 spaces per employee based on the highest shift level, with a minimum of three spaces. Even unstaffed sites must provide at least three dedicated parking spaces. All parking areas and access drives must be paved with asphalt or concrete consistent with City standards. Fire access roads and parking areas must be paved and constructed in accordance with City standards.

Fire Protection and Safety Standards
All BESS installations must comply with major building, fire, and electrical codes, including the International Fire Code, International Building Code, National Electrical Code, NFPA 855, NFPA 68, NFPA 69, and relevant UL testing requirements. The Fire Department may impose additional safety conditions during the review. Operators must maintain all required permits throughout the life of the facility.

Lighting
Exterior lighting at BESS facilities must follow the standards set forth in Section 14 508 of the UDO, ensuring that lighting is properly shielded, directed, and controlled to minimize glare and off-site impacts.

Noise Requirements
Noise generated by the facility must always meet City noise ordinances. Backup generators must comply with strict operational rules, including testing only on weekdays between 9 a.m. and 5 p.m., limiting monthly testing to ten hours, and maintaining an enclosure that reduces noise. Operators must keep an annual generator testing log available for City review.

Hazard Mitigation Analysis
A Hazard Mitigation Analysis is required for each BESS proposal, prepared in accordance with the International Fire Code and NFPA 855. This analysis must be submitted for review by the Independence Fire Department at the same time as the Special Use Permit is considered.

Emergency Response Plan
Before the issuance of any building permit, the applicant must provide a detailed Emergency Response Plan meeting IFC and NFPA 855 standards. This plan must include system shutdown procedures, fire response measures, alarm protocols, inspection schedules, and training

provisions for first responders. The Plan must be updated if facility operations materially change.

Decommissioning and Financial Assurance
The Article requires a comprehensive Decommissioning Plan prior to building permit issuance. The plan must describe the removal of equipment, recycling or disposal methods, site restoration procedures, and include a third party engineer's cost estimate using current dollars. Financial assurance such as a surety bond or letter of credit must be in place to cover all decommissioning costs and must be verified annually. The Article also defines abandonment triggers, establishes a 180-day timeline to begin decommissioning following abandonment, and requires full site restoration verified by a licensed engineer.

Application Process
Applicants for BESS facilities shall submit a variety of technical documents, including a Noise Impact Assessment, detailed site plan, building elevations, photometric plan, operations and maintenance plan, hazard mitigation analysis, preliminary emergency response plan, preliminary decommissioning plan, and ownership disclosure with the special use permit application. These materials supplement all other technical study requirements under Section 14 700 06.

Annual Compliance Certification
Facility operators must submit an annual certification prepared by a qualified professional engineer confirming continued compliance with approved plans, operational requirements, fire protection systems, and emergency response procedures.

Ownership/Operator Changes
If ownership or operational control of a BESS facility changes, the successor must formally assume all obligations, including compliance with the Decommissioning Plan and financial assurance requirements. Written notice and updated documentation must be submitted to the City within 30 days; failure to do so voids the project's approval and requires reapplication.

Analysis
Data Processing and Hosting facilities and Battery Energy Storage Systems (BESS) represent evolving forms of industrial and utility-supporting infrastructure that present unique land use, operational, and public safety considerations not addressed by the existing UDO. Data Processing and Hosting facilities vary significantly in scale and intensity, ranging from accessory facilities that support a principal use, to small standalone facilities, to major data centers with substantial utility demands, backup power systems, and mechanical equipment. Similarly, Battery Energy Storage Systems require specialized standards addressing fire protection, emergency response, operational safety, and decommissioning.

The proposed amendment establishes a tiered regulatory framework for Data Processing and Hosting facilities by creating separate standards for Accessory, Small, and Major facilities based on their operational characteristics and potential impacts. This approach allows regulations to be appropriately scaled to the size and intensity of each use while ensuring that larger facilities are subject to additional review and operational standards. The amendment also establishes

comprehensive regulations for Battery Energy Storage Systems that address site design, emergency preparedness, operational performance and long-term facility management.

Collectively, these amendments provide predictable, use-specific development standards that offer greater certainty to property owners, developers, neighboring residents, and City staff during the development review process. Rather than prohibiting these emerging uses, the proposed regulations establish objective performance standards intended to ensure facilities are designed, constructed, operated, and ultimately decommissioned in a manner that protects public health, safety, and welfare while minimizing impacts on surrounding properties.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. PDF Word Ordinance 26-175-03 Amend #80 Data Center & BESS
2. Word Ordinance 26-175-03 Amend #80 Data Center & BESS
3. Staff Report Data Center & BESS UDO Amendment #80
4. 14_429 - Small Data Processing & Hosting
5. 14_430 - Major Data Processing & Hosting
6. 14-431 - Battery Energy Storage Systems
7. 14-200-05 Commercial Use Group Category
8. 14-200-06 Industrial Use Group Category
9. 14-301-03 Office and Commercial Use Table
10. 14-302-03 - Industrial Use Table
11. 14-400-13 Accessory Data Processing & Hosting
12. Planning Commission Meeting Minutes 07.14.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO DATA PROCESSING AND HOSTING AND BATTERY ENERGY STORAGE SYSTEMS USES.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on July 14 2026, and rendered a report to the City Council not recommending approval of the proposed text amendment to the UDO, by a vote of 1-6; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; 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 changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-429 of Chapter 14 of the City Code is hereby added to read as follows:

14-429 SMALL DATA PROCESSING AND HOSTING

14-429-01 Applicability

The purpose of this section is to establish land use and design regulations for small data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any small data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-429-02 Setback.

14-429-02-A. Existing Buildings. When a small data processing and hosting facility is located within an existing, legally established building, the building's existing setbacks shall be deemed to satisfy all required setbacks for the small data processing and hosting facility use. No additional building setback requirements shall apply.

14-429-02-B. New Construction or Additions. When a small data processing and hosting facility involves new construction or a building addition, the new construction or addition shall comply with the setback requirements of the underlying zoning district.

14-429-02-C. Equipment and Appurtenances. Exterior mechanical or electrical equipment, including generators, cooling units, and transformers, shall comply with the same setback requirements applicable to the principal structure, except as provided below.

1. **Screening Option. A reduction in the required setbacks may be permitted if the applicant provides enhanced screening or buffering that achieves an equivalent level of visual and noise mitigation.**

14-429-03 Buffer and Screening.

14-429-03-A. Existing Buildings. When a small data processing and hosting facility is established within an existing, legally conforming building:

1. **The facility shall comply with the buffering and screening requirements applicable to the site at the time of establishment.**
2. **Additional buffer yard depth shall not be required unless new exterior mechanical or electrical equipment is installed.**

14-429-03-B. New Construction or Addition. Newly constructed data processing and hosting facilities and additions to an existing building shall comply with the applicable buffering and screening requirements of Section 14-503, if required.

14-429-03-C. Mechanical and Service Area Screening (Applicable to Both Existing and New Facilities). All exterior equipment areas, loading/service areas, and backup power systems shall comply with the screening requirements of Section 14-503.

14-429-04 Parking.

14-429-04-A. Minimum Off-Street Parking Requirement. A small data processing and hosting facility shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-429-04-B. Parking Setback and Screening – New Building or Addition. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back in accordance with Section 14-503-05. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-429-04-C. Parking Setback and Screening – Existing Building. When a small data processing and hosting facility is located within an existing, legally established building and no changes are proposed to the existing parking lot configuration, the existing parking setbacks shall be deemed to satisfy all required parking setbacks for the use. No additional parking setback requirements shall apply except as provided below.

1. **When a small data processing and hosting facility involves the construction of new parking areas or the reconstruction of existing parking areas, all new or modified parking areas shall comply with the parking setback requirements Section 14-503-05.**

14-429-05 Architectural and design requirements.
All small data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall comply with Section 14-506.

14-429-06 Lighting
All exterior lighting associated with a small data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-429-07 Noise and maintenance requirements.

14-429-07-A. All noise generated by a small data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-429-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**
2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**
3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**
4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.**
5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-429-08 Cooling System

All small data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

Sec. 14-429-09 Decommissioning and Site Restoration

14-429-09-A. Decommissioning Required. A small data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-429-09-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-429-09-C. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-429-09-D. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-429-10 Ongoing Compliance and Reporting.

14-429-10-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. **Noise monitoring data demonstrating compliance with applicable City Code requirements;**
2. **Documentation verifying continued operation of required cooling systems;**
3. **Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;**
4. **Maintenance and operations plan for all on-site required stormwater facilities.**
5. **Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.**

14-429-10-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or

suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-429-11 Violations and Enforcement.
Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-429-12 Modifications.
Any expansion or substantial modification of a data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

SECTION 2. That Section 14-430 of Chapter 14 of the City Code is hereby added to read as follows:

14-430 MAJOR DATA PROCESSING AND HOSTING

14-430-01 Applicability

The purpose of this section is to establish land use and design regulations for major data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any major data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-430-02 Setback and Separation

14-430-02-A. Any structures, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-430-02-B. The distances above shall be measured from the closest edge of the structure, storage building, equipment or appurtenance.

14-430-02-C. No major data processing and hosting facility shall be located within 500 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the major data processing and hosting facility and these uses will be

measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-430-03 Buffer and Screening

14-430-03-A. A major data processing and hosting facility shall provide a minimum buffer yard of one hundred (100) feet in width along any property line that abuts a lot zoned for residential use or occupied by a residential use. A high-impact screen, as defined and required by Section 14-503, shall be installed and maintained along all such property lines. In addition to the requirements of Section 14-503, the quantity of required plant materials within the buffer yard shall be increased by twenty-five (25) percent.

14-430-03-B. All substations, electrical yards, switch yards, mechanical yards, battery energy storage systems, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-430-04 Parking.

14-430-04-A. Parking Setback and Screening. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back a minimum of fifty (50) feet from the edge of the right-of-way. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-430-04-B. Minimum Off-Street Parking Requirement. All major data processing and hosting facilities shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-430-05 Architectural and design requirements

14-430-05-A. All major data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall be constructed of similar building materials from the same color and materials palette.

14-430-05-B. All buildings identified in paragraph A above shall comply with the following:

1. **Architectural Materials. A minimum of 40% of front and street-side facades and a minimum of 20% of side and rear facades shall be comprised of at least two of the following elements. Percentages are calculated as the total building façade area and can be comprised of any combination of the following architectural materials.**
    a. **Exterior colors, finishes and materials other than the primary color or smooth cast-concrete. Acceptable materials may include metal composite panels, stone, wood, brick, glass block, tile, cast metal, cast, split-face CMU, cultured stone, textured or patterned concrete panels, other forms of masonry panel* or similar as determined by the Community Development Director.**

b. **Windows or glazing (windows may be transparent, opaque or spandrel glass).**

c. **Architectural grilles and/or decorative screens.**

2. **Building Design Elements. Front and streetside facades shall include at least four of the following elements for every 500 linear feet of building facade. Side and rear facades shall include at least two of the following elements for every 500 linear feet of building facade.**

a. **Louvered or vertical sunshades**
b. **Awnings or canopies**
c. **Pilasters or columns distributed evenly across the facade**
d. **Water table consisting of masonry that extends at least 3 feet above the**
e. **Ground**
f. **Articulated columns**
g. **Embedded linear glow or accent lighting**
h. **Building projections of greater than 5 feet in depth, evenly distributed across the facade**
i. **Change in roofline height or angle such as a butterfly roof, curved roofline, parapet, or shed roof**
j. **Modulated building heights 5 feet or greater**
k. **Accentuated building entrance including multistory windows, and entrance canopies or trellises, and clerestory windows**
l. **Horizontal roofline banding**

14-430-06 Lighting

All exterior lighting associated with a major data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-430-07 Noise and maintenance requirements

14-430-07-A. All noise generated by a major data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-430-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**
2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**
3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**
4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities.**

Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.

5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-430-08 Cooling System

All major data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

14-430-09 Community Benefit Agreement Requirement for Incentives

14-430-09-A. Applicability. Any major data processing and hosting facility that receives, applies for, or seeks approval of any local, state, or federal economic development incentive, including but not limited to tax abatement, tax increment financing, community improvement district assistance, transportation development district assistance, Chapter 100 financing, state tax credits, utility incentives, infrastructure assistance, or other public financial assistance, shall be required to enter into a Community Benefit Agreement (CBA) with the City as a condition of approval of such incentive.

14-430-09-B. Purpose. The purpose of the Community Benefit Agreement is to ensure that projects receiving public financial assistance provide measurable benefits to the community that are proportional to the public investment.

14-430-09-C. Community Benefit Agreement Requirements. The Community Benefit Agreement shall be approved by the City Council and may include, but is not limited to, commitments related to:

1. Workforce development, apprenticeship programs, and skilled trade training opportunities;

2. Local hiring goals and recruitment efforts for City residents;

3. Partnerships with local educational institutions, including internships, scholarships, curriculum support, or workforce training programs;

4. Contributions toward public infrastructure improvements;

5. Environmental sustainability measures exceeding the minimum requirements of this Article;

6. Community grants, charitable contributions, or support for public facilities and programs;

7. Digital inclusion initiatives, technology education programs, or other programs that enhance community access to technology; and

8. Any other public benefits determined by the City Council to advance the health, safety, welfare, and economic prosperity of the community.

14-430-09-D. Failure to Comply. Failure to comply with the terms of an approved Community Benefit Agreement may constitute a violation of this Article and may result in enforcement actions authorized by this Code, in addition to any remedies provided in the incentive agreement or Community Benefit Agreement.

14-430-10 Neighborhood Meeting

14-430-10-A. Neighborhood Meeting Requirement A neighborhood meeting is required for all proposed major data processing and hosting facilities prior to the submission of any discretionary development application, including but not limited to special use permits, rezoning requests, or site plan approvals.

14-430-10-B. Notification Radius The applicant shall provide written notification of the neighborhood meeting to all property owners of record located within 1 mile of the boundaries of the subject property.

14-430-10-C. Notification Method and Timing

- **The notices shall be mailed no fewer than 15 days prior to the date of the neighborhood meeting.**
- **The notice shall include the date, time, location, and purpose of the meeting; a brief description of the proposed data center; and contact information for the applicant or project representative.**

14-430-10-D. Posting of Signs

- **The applicant shall post one or more public notice signs on the subject property.**
- **Signs must be of the standard size and format required by the City for development-related public notices.**
- **Signs must be clearly visible from adjacent public streets and posted at least 15 days prior to the neighborhood meeting.**
- **The signs shall state the date, time, location, and purpose of the neighborhood meeting.**

14-430-10-E. Proof of Notification Prior to application acceptance, the applicant shall provide:

- **A list of all property owners notified;**
- **A copy of the mailed notice;**
- **An affidavit of mailing; and**
- **Photographic evidence showing the posted signs.**

Sec. 14-430-11 Decommissioning and Site Restoration

14-430-11-A. Decommissioning Required. A major data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-430-11-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a preliminary Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-430-11-C. Minimum Plan Requirements. The Decommissioning Plan shall include, at a minimum:

1. **Removal of all data center equipment, including servers, racks, batteries, generators, transformers, cooling equipment, fuel storage systems, telecommunications equipment, and associated mechanical and electrical systems;**
2. **Removal of all hazardous materials and disposal in accordance with applicable federal, state, and local regulations;**
3. **Removal of above-ground structures and foundations to a minimum depth of three (3) feet below finished grade, unless the City determines that specific improvements may remain to support future industrial development;**
4. **Removal of security fencing, screening, signage, and other accessory structures not intended for reuse;**
5. **Stabilization and grading of disturbed areas to prevent erosion and drainage impacts;**
6. **Restoration of the site to a condition suitable for future industrial or commercial redevelopment, including preservation or restoration of access drives, utility connections, stormwater facilities, and other infrastructure that may support future development; and**
7. **An estimated cost of decommissioning prepared by a qualified professional.**

14-430-11-D. Financial Assurance. The City may require the owner to provide financial assurance in a form acceptable to the City, including but not limited to a bond, irrevocable letter of credit, escrow account, or other security, to guarantee completion of decommissioning activities.

14-430-11-E. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-430-11-F. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-430-12 Application Process

14-430-12-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Sec. 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan. A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of the City Code.**
2. **Water Usage and Mitigation Plan. A report prepared by a qualified engineer that evaluates the proposed water usage associated with the major data processing and hosting facility and demonstrates compliance will applicable provisions of the City Code.**
3. **Energy Usage and Mitigation Plan. A report prepared by a qualified engineer that evaluates the proposed energy usage associated with the major data processing and hosting facility and mitigates any potential impacts to current rate payers.**
4. **On Site Emissions. A report prepared by a qualified engineer that evaluates all proposed on site emissions associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of state, federal and City Code.**
5. **Displacement and Environmental Justice Impact. A study evaluating whether the proposed major data processing and hosting facility would disproportionately affect nearby residents, businesses, or historically disadvantaged communities through increased environmental burdens, redevelopment pressure, or displacement.**
6. **Detailed Site Plan. A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.**
7. **Preliminary Storm Water Studies. A preliminary storm water study prepared by a qualified engineer that addresses existing condition assessment, hydrologic and hydraulic analysis and proposed stormwater management approach.**
8. **Civil Site Layout. A civil site layout by a qualified design professional that clearly depicts the location of water service lines, sanitary sewer service lines, storm sewer and flood control facilities, impacts to the road network, and all necessary municipal utility extensions. The facility shall follow all codes and permit requirements of the City of Independences Code of Ordinances and the Design and Construction Manual.**
9. **Building Elevations. Elevation drawings prepared by a licensed architect that depict all exterior building facades and demonstrate compliance with the architectural standards set forth in this Section.**
10. **Photometric Plan. A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.**

11. **Preliminary Decommissioning Plan. A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.**
12. **Ownership Disclosure. The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in major data processing and hosting project, including developer, shell companies, data processing and hosting operators, and financers.**
13. **Waste Heat/Ventilation. All external ventilation on structures associated with the major data processing and hosting facility should be designed in a manner that does not result in waste heat, or heat generated as a byproduct of major data processing and hosting operations, adversely impacting adjacent properties. Exhausts, chimneys, and other sources of waste heat should be designed in a manner that directs waste heat away from adjacent properties.**

14-430-12-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

14-430-13 Ongoing Compliance and Reporting

14-430-13-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. **Noise monitoring data demonstrating compliance with applicable City Code requirements;**
2. **Documentation verifying continued operation of required cooling systems;**
3. **Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;**
4. **Maintenance and operations plan for all on-site required stormwater facilities.**
5. **Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.**

14-430-13-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-430-14 Violations and Enforcement

Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-430-15 Modifications

Any expansion or substantial modification of a major data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site

configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

SECTION 3. That Section 14-431 of Chapter 14 of the City Code is hereby added to read as follows:

14-431 BATTERY ENERGY STORAGE SYSTEMS (BESS)

14-431-01 Applicability

The purpose of this section is to establish land use and design regulations for battery energy storage systems (BESS) to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

14-431-01-A. This Article shall apply to all utility-scale battery energy storage systems and Battery Storage Buildings, except as excluded below.

14-431-01-B. Residential battery systems serving a single-family, duplex, townhouse, or multifamily dwelling and installed in accordance with adopted building and fire codes shall be exempt from the requirements of this Article.

14-431-01-C. Accessory battery energy storage systems serving commercial or industrial uses with a total capacity of less than 600 kWh shall comply with applicable building and fire codes and shall be exempt from the requirements of this Article.

14-431-01-D. The provisions of this section shall not apply to any battery energy storage system development that has submitted a building permit or received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval or authorization prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-431-02 Setback and Separation

14-431-02-A. Any structure, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-431-02-B. The distances above shall be measured from the closest edge of the battery enclosure, container, storage building, equipment or appurtenance.

14-431-02-C. No BESS facility shall be located within 100 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the BESS facility and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-431-02-D. The Independence Fire Department may require additional setbacks based upon site-specific hazards identified through the Hazard Mitigation Analysis.

14-431-03 Buffer and Screening

14-431-03-A. Any property containing a BESS facility shall provide a buffer yard with a minimum width of fifty (50) feet along any property line that abuts a lot zoned or used for residential use. A high-impact screen, as defined and required in Section 14-503, shall be installed and maintained along all such property lines. The quantity of plant materials required within the buffer yard shall be increased by twenty-five percent (25%) above the minimum standards established in Section 14-503.

14-431-03-B. All substations, electrical yards, mechanical yards, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-431-04 Fencing and Security

14-431-04-A. A BESS facility shall be fully enclosed by a minimum seven (7) foot high, non-scalable, solid wall. The required wall shall be located outside of all applicable zoning district setback areas. Walls shall be constructed of either decorative concrete masonry units with a split-face or other textured finish, or concrete tilt-up panels incorporating architectural treatments such as reveals, patterns, and/or trim lines to provide visual articulation. All fencing and/or enclosure components shall comply with applicable provisions of NFPA 70.

14-431-04-B. When required for sound attenuation, a wall that is an integral component of a large-scale battery energy storage system may exceed the maximum fence or wall height otherwise permitted. However, under no circumstances shall such a fence or wall exceed the maximum height allowed in the zoning district.

14-431-04-C. No equipment or appurtenances—including but not limited to auxiliary systems, inverters, transformers, and substations—shall exceed the height of the screening wall unless a line-of-sight analysis demonstrates that the wall height is sufficient to fully screen such equipment and appurtenances.

14-431-04-D. All gates shall be secured except during maintenance or emergency access.

14-431-04-E. Facilities shall include warning signage identifying:

1. **Emergency contact information;**
2. **Hazardous voltage warnings;**
3. **Fire department access points; and**
4. **Emergency shutdown procedures.**

14-431-05. Landscaping

14-431-05-A. No landscaping is required on the interior side of the screen wall regardless of the percentage of landscape open space required.

14-431-05-B. The minimum required open space, as required by this development ordinance, shall be limited to the perimeter landscaping surrounding the perimeter screening wall or fence.

14-431-06 Parking

14-431-06-A. For BESS facilities that are regularly occupied by employees or contractors, off-street parking shall be provided at a rate of one and one-half (1.5) parking spaces for each employee based on the maximum number of employees present during any single shift. In no case shall fewer than three (3) off-street parking spaces be provided.

14-431-06-B. For unoccupied sites, a minimum of three (3) parking spaces shall be provided.

14-431-06-C. All parking areas, fire access roads, and drive aisles shall be surfaced with asphalt or concrete and constructed in accordance with the standards of Section 14-501 and Chapter 20 of the City Code.

14-431-07 General Development Standards

14-431-07-A. All Battery Energy Storage Systems shall comply with applicable editions of:

1. **International Fire Code (IFC);**
2. **International Building Code (IBC);**
3. **National Electrical Code (NEC);**
4. **NFPA 855 Standard for the Installation of Stationary Energy Storage Systems;**
5. **NFPA 68 – Standard on Explosion Protection by Deflagration Venting**
6. **NFPA 69 – Standard on Explosion Prevention Systems**
7. **Component certifications (UL 1973 for batteries, UL 1741 for inverters)**
8. **UL 9540 and UL 9540A testing requirements; and**
9. **Any additional requirements imposed by the Independence Fire Department.**

14-431-07-B. The BESS operator shall maintain all required permits and inspections throughout the life of the facility.

14-431-08 Lighting

All exterior lighting associated with a BESS facility shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-431-09 Noise and maintenance requirements

14-431-09-A. All noise generated by a BESS and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-431-09-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**

2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**

3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**

4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.**

5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-431-10 Hazard Mitigation Analysis

14-431-10-A. A Hazard Mitigation Analysis shall be prepared in accordance with the adopted IFC and NFPA 855 and submitted to the Independence Fire Department.

14-431-11 Emergency Response Plan

14-431-11-A. An Emergency Response Plan (ERP) shall be prepared in accordance with the adopted International Fire Code (IFC) and NFPA 855. Prior to issuance of any building permit, the final ERP shall be submitted to and approved by the Independence Fire Department.

14-431-11-B. The operator of a BESS facility shall update the Emergency Response Plan upon any material modification to the facility or its operations.

14-431-12 Decommissioning Plan and Financial Assurance

14-431-12-A. Prior to the issuance of any building permit, the applicant shall submit a Decommissioning Plan. The plan shall identify the anticipated removal of equipment and restoration of the site upon abandonment, discontinuation of operation, or the end of the facility's useful life.

14-431-12-B. Minimum Requirements. The decommissioning plan shall include:

1. **Identification of the property owner, facility owner, and facility operator.**

2. **A description of the facility, the Battery Energy Storage System and its principal components, total storage capacity, number and type of battery containers and expected operational life of the facility.**

3. **A narrative describing the proposed decommissioning process, removal procedures and recycling and disposal.**

4. **Identification of all structures, equipment, foundations, utilities, fencing, and appurtenances proposed to be removed.**

5. **A description of site restoration activities, including grading, stabilization, revegetation, and repair of disturbed areas.**

6. **A description of how materials will be reused, recycled, or disposed of in accordance with applicable laws and regulations.**

7. **The plan shall include a detailed third-party estimate of the total cost to decommission the facility and restore the site. The estimate shall assume the City contracts for removal by a third-party contractor, include mobilization, transportation, disposal, recycling, environmental remediation, site restoration, permitting, engineering, and administrative costs, and Be expressed in current dollars.**

14-431-12-C. The decommissioning plan shall be reviewed every five (5) years for the purpose of updating the costs for decommissioning and, if applicable, updating the financial assurance identified below.

14-431-12-D. Financial Assurance.

1. **Prior to the issuance of any building permit, the applicant shall submit financial assurance in the form of a surety bond, irrevocable letter of credit, or an equivalent financial assurance mechanism to guarantee that funds are available to cover all costs associated with activities identified in the Decommissioning Plan.**
2. **Annual Verification of Financial Assurance. The owner shall submit proof annually that all required financial assurance remains valid and in force. Failure to provide such documentation shall constitute a zoning violation and may result in suspension or revocation of permits.**
3. **The financial assurance shall remain in effect until the City determines that decommissioning has been satisfactorily completed.**

14-431-12-E. Abandonment. A Battery Energy Storage System shall be deemed abandoned upon the occurrence of any of the following:

1. **Failure to maintain electrical interconnection for twelve (12) consecutive months.**

2. **Failure to store, transmit, or discharge electricity for twelve (12) consecutive months.**

3. **Written notice by the owner indicating intent to cease operations.**

4. **Revocation of required permits without corrective action.**

5. **Bankruptcy or dissolution of the facility owner without an approved successor operator.**

The City may require documentation demonstrating continued operation of the facility.

14-431-12-F. Decommissioning Trigger

1. **Decommissioning activities shall commence within one hundred eighty (180) days following abandonment.**

2. **All decommissioning activities shall be completed within twelve (12) months unless extended by the City for good cause.**

3. **The City may approve phased decommissioning when portions of a facility remain operational.**

14-431-12-G. Site Restoration. Following removal of the facility, the site shall be restored to a safe and stable condition, including the removal of debris, stabilization of disturbed areas, restoration of drainage patterns and establishment of vegetative cover where appropriate.

14-431-12-H. Certification of Completion. Upon completion of decommissioning activities, the owner shall submit:

1. **A certification from a qualified third-party contractor that all required decommissioning activities have been completed.**

2. **Documentation demonstrating proper recycling or disposal of battery materials.**

3. **Documentation of site restoration.**

4. **Any environmental reports required by the City.**

The City shall inspect the site and determine whether the decommissioning requirements have been satisfied prior to release of financial assurance.

14-431-13 Application Process

14-431-13-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Section 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan. A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the data center and demonstrates compliance with all applicable provisions of the City Code.**
2. **Detailed Site Plan. A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.**
3. **Building Elevations. Elevation drawings prepared by a licensed architect that depict all exterior building facades.**
4. **Photometric Plan. A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.**
5. **Operations and Maintenance Plan.**

6. **Preliminary Hazard Mitigation Analysis. A report prepared by a qualified professional that evaluates potential hazards associated with a Battery Energy Storage System and demonstrates compliance with the requirements of this Article.**
7. **Preliminary Emergency Response Plan. A preliminary Emergency Response Plan prepared by a qualified professional that demonstrates compliance with the requirements of this Article.**
8. **Preliminary Decommissioning Plan. A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.**
9. **Ownership Disclosure. The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in battery energy storage project, including developer, shell companies, operators, and financers.**

14-431-13-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

14-431-13-C. The battery energy storage system shall follow all codes and permit requirements of the City of Independence Code of Ordinances and the Design and Construction Manual.

14-431-14 Annual Compliance Certification

14-431-14-A. The owner or operator of a Battery Energy Storage System (BESS) facility shall submit an annual compliance certification, prepared and signed by a qualified professional engineer licensed in the State of Missouri, certifying that:

1. **The facility is being operated and maintained in substantial compliance with all approved plans, permits, and conditions of approval;**
2. **All required safety, monitoring, and emergency shutdown systems are fully operational and functioning as designed;**
3. **Fire detection, fire suppression, and other fire protection systems have been inspected and maintained in accordance with applicable codes, manufacturer specifications, and the approved Emergency Response Plan;**
4. **Emergency contact information on file with the City is current and accurate; and**
5. **No material modifications, expansions, or operational changes have occurred without prior approval from the City, where such approval is required.**

14-431-14-B. The annual compliance certification shall be submitted to the City no later than thirty (30) days following the anniversary date of the facility's commencement of operations, unless otherwise approved by the City.

14-431-14-C. The City may conduct inspections of the facility, upon reasonable notice to the owner or operator, to verify compliance with the provisions of this Article, approved plans, permit conditions, and applicable codes and regulations.

14-431-14-D. Failure to submit the required annual certification or to maintain compliance with the requirements of this Article may constitute a violation subject to enforcement actions authorized by this Code.

14-431-15. Ownership/Operator Changes

14-431-15-A. If ownership of the property, the Battery Energy Storage System (BESS) facility, or the facility operator changes, all project approvals shall remain valid, provided the successor owner or operator assumes in writing all obligations associated with the project, including compliance with all conditions of approval, the approved Decommissioning Plan, and the requirements of this Article, and provides updated financial assurance as required herein.

The successor owner or operator shall provide written notice to the City of the ownership or operational change within thirty (30) days of the effective date of the transfer. Such notice shall include documentation demonstrating the assumption of all project obligations and updated financial assurance.

Failure to provide the required notice and documentation within thirty (30) days shall render all project approvals null and void. Any request to reinstate a voided approval shall be subject to the same application, review, and approval procedures required for a new BESS facility under this Article.

Sec. 14-431-16 Violations

Failure to comply with this Article shall constitute a violation of the Unified Development Ordinance and may result in revocation of approvals, issuance of citations, or other remedies authorized by law.

SECTION 4. That Section 14-200-05-W of Chapter 14 of the City Code is hereby amended to read as follows:

14-200 USE GROUPS AND CATEGORIES

14-200-05 Commercial use group

14-200-05-W. Data Processing and Hosting. Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services or application hosting; provide application services provisioning or may provide general timeshare mainframe facilities to clients. An example is a data center.

1. **Data Processing and Hosting, Accessory. A data processing and hosting use that is incidental and subordinate to the principal use of the property and is intended primarily to support the operations of the principal use or occupant. An accessory data processing and hosting use shall not be operated as a standalone commercial data processing and hosting business or provide hosting or data processing services to third parties as its primary function.**
2. **Data Processing and Hosting, Small. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data**

processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Small Data Processing and Hosting Facility has a maximum electrical demand of less than 2.5 megawatts (MW).

3. Data Processing and Hosting, Major. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Major Data Processing and Hosting Facility has a maximum electrical demand of 2.5 megawatts (MW) or greater.

SECTION 5. That Section 14-200-06 of Chapter 14 of the City Code is hereby amended to read as follows:

14-200 USE GROUPS AND CATEGORIES

14-200-06 Industrial use group

14-200-06-A. Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, including associated battery management systems, inverters, transformers, switchgear, utility interconnections, fire suppression equipment, and accessory equipment.

14-200-06-B. Utility-Scale Battery Energy Storage System. A Battery Energy Storage System with a total energy capacity exceeding 600 kWh and intended primarily to provide power to the electrical grid or wholesale energy markets.

14-200-06-C. Accessory Battery Energy Storage System. A Battery Energy Storage System serving an on-site principal use or renewable energy system.

14-200-06-D. Battery Storage Building. A structure containing one or more Battery Energy Storage Systems.

SECTION 6. That Section 14-301-03-G of Chapter 14 of the City Code is hereby amended to read as follows:

14-301 OFFICE AND COMMERCIAL DISTRICTS

14-301-03 Uses

14-301-03-A. Use Table. Uses are allowed in O and C zoning districts in accordance with Table 301-1, below.

14-301-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 301-1 lists the groups, categories and types allowed in one or more O/C districts.

14-301-03-C. Permitted Uses. Uses identified with a "P" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-301-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of the Table, and all other applicable standards of this development ordinance.

14-301-03-E. Special Uses. Uses identified with an "S" in Table 301-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-301-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-301-03-G. Use Standards. The "use standards" column of Table 301-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table

P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed

Use Category *Specific use type*	Zoning District					Use Standards
	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Construction Services						
No outdoor storage of equipment or materials	—	—	P	P	P	
With outdoor storage of equipment and materials	—	—	—	—	C	14-503
Data Processing and Hosting, Small				**C**	**C**	**14-429**
Drive-Through Facility	—	—	P	P	P	

SECTION 7. That Section 14-302-03-G of Chapter 14 of the City Code is hereby amended to read as follows:

14-302 INDUSTRIAL DISTRICTS

14-302-03 Uses

14-302-03-A. Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C. Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E. Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table				
P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed				
Use Category *Specific use type*	Zoning District			Use Standards
	B-P/PUD	I-1	I-2	
Battery Energy Storage System	**S**	**S**		**14-431**
Data Processing and Hosting**, Small**	~~**P**~~ **C**	~~**P**~~ **C**	—	**14-429**
Data Processing and Hosting, Major	—	**S**	—	**14-430**

SECTION 8. That Section 14-400-13 of Chapter 14 of the City Code is hereby added to read as follows:

14-400 ACCESSORY USES AND STRUCTURES

14-400-13 Data Processing and Hosting Facility, Accessory

14-400-13-A. Applicability. This section applies to any accessory data processing and hosting facility, whether new or retrofitted, located within or attached to any principal structure.

14-400-13-B. Location. An accessory data processing and hosting facility shall be permitted wherever the principal use is permitted.

14-400-13-C. Enclosed Building. All accessory data-processing and hosting facilities must be fully contained within a completely enclosed building.

14-400-13-D. Adopted Codes. An accessory data processing and hosting facility shall comply with all applicable provisions of the City's adopted building, fire, electrical, and mechanical codes. All installations, equipment, and related improvements shall be reviewed, permitted, and inspected in accordance with the requirements of the City.

SECTION 9. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 10. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO DATA PROCESSING AND HOSTING AND BATTERY ENERGY STORAGE SYSTEMS USES.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on July 14 2026, and rendered a report to the City Council not recommending approval of the proposed text amendment to the UDO, by a vote of 1-6; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; 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 changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-429 of Chapter 14 of the City Code is hereby added to read as follows:

14-429 SMALL DATA PROCESSING AND HOSTING

14-429-01 Applicability

The purpose of this section is to establish land use and design regulations for small data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any small data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-429-02 Setback.

14-429-02-A. Existing Buildings. When a small data processing and hosting facility is located within an existing, legally established building, the building's existing setbacks shall be deemed to satisfy all required setbacks for the small data processing and hosting facility use. No additional building setback requirements shall apply.

14-429-02-B. New Construction or Additions. When a small data processing and hosting facility involves new construction or a building addition, the new construction or addition shall comply with the setback requirements of the underlying zoning district.

14-429-02-C. Equipment and Appurtenances. Exterior mechanical or electrical equipment, including generators, cooling units, and transformers, shall comply with the same setback requirements applicable to the principal structure, except as provided below.

1. **Screening Option. A reduction in the required setbacks may be permitted if the applicant provides enhanced screening or buffering that achieves an equivalent level of visual and noise mitigation.**

14-429-03 Buffer and Screening.

14-429-03-A. Existing Buildings. When a small data processing and hosting facility is established within an existing, legally conforming building:

1. **The facility shall comply with the buffering and screening requirements applicable to the site at the time of establishment.**
2. **Additional buffer yard depth shall not be required unless new exterior mechanical or electrical equipment is installed.**

14-429-03-B. New Construction or Addition. Newly constructed data processing and hosting facilities and additions to an existing building shall comply with the applicable buffering and screening requirements of Section 14-503, if required.

14-429-03-C. Mechanical and Service Area Screening (Applicable to Both Existing and New Facilities). All exterior equipment areas, loading/service areas, and backup power systems shall comply with the screening requirements of Section 14-503.

14-429-04 Parking.

14-429-04-A. Minimum Off-Street Parking Requirement. A small data processing and hosting facility shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-429-04-B. Parking Setback and Screening – New Building or Addition. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back in accordance with Section 14-503-05. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-429-04-C. Parking Setback and Screening – Existing Building. When a small data processing and hosting facility is located within an existing, legally established building and no changes are proposed to the existing parking lot configuration, the existing parking setbacks shall be deemed to satisfy all required parking setbacks for the use. No additional parking setback requirements shall apply except as provided below.

1. **When a small data processing and hosting facility involves the construction of new parking areas or the reconstruction of existing parking areas, all new or modified parking areas shall comply with the parking setback requirements Section 14-503-05.**

14-429-05 Architectural and design requirements.
All small data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall comply with Section 14-506.

14-429-06 Lighting
All exterior lighting associated with a small data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-429-07 Noise and maintenance requirements.

14-429-07-A. All noise generated by a small data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-429-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**
2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**
3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**
4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.**
5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-429-08 Cooling System

All small data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

Sec. 14-429-09 Decommissioning and Site Restoration

14-429-09-A. Decommissioning Required. A small data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-429-09-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-429-09-C. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-429-09-D. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-429-10 Ongoing Compliance and Reporting.

14-429-10-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. **Noise monitoring data demonstrating compliance with applicable City Code requirements;**
2. **Documentation verifying continued operation of required cooling systems;**
3. **Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;**
4. **Maintenance and operations plan for all on-site required stormwater facilities.**
5. **Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.**

14-429-10-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or

suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-429-11 Violations and Enforcement.
Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-429-12 Modifications.
Any expansion or substantial modification of a data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

SECTION 2. That Section 14-430 of Chapter 14 of the City Code is hereby added to read as follows:

14-430 MAJOR DATA PROCESSING AND HOSTING

14-430-01 Applicability

The purpose of this section is to establish land use and design regulations for major data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any major data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-430-02 Setback and Separation

14-430-02-A. Any structures, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-430-02-B. The distances above shall be measured from the closest edge of the structure, storage building, equipment or appurtenance.

14-430-02-C. No major data processing and hosting facility shall be located within 500 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the major data processing and hosting facility and these uses will be

measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-430-03 Buffer and Screening

14-430-03-A. A major data processing and hosting facility shall provide a minimum buffer yard of one hundred (100) feet in width along any property line that abuts a lot zoned for residential use or occupied by a residential use. A high-impact screen, as defined and required by Section 14-503, shall be installed and maintained along all such property lines. In addition to the requirements of Section 14-503, the quantity of required plant materials within the buffer yard shall be increased by twenty-five (25) percent.

14-430-03-B. All substations, electrical yards, switch yards, mechanical yards, battery energy storage systems, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-430-04 Parking.

14-430-04-A. Parking Setback and Screening. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back a minimum of fifty (50) feet from the edge of the right-of-way. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-430-04-B. Minimum Off-Street Parking Requirement. All major data processing and hosting facilities shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-430-05 Architectural and design requirements

14-430-05-A. All major data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall be constructed of similar building materials from the same color and materials palette.

14-430-05-B. All buildings identified in paragraph A above shall comply with the following:

1. **Architectural Materials. A minimum of 40% of front and street-side facades and a minimum of 20% of side and rear facades shall be comprised of at least two of the following elements. Percentages are calculated as the total building façade area and can be comprised of any combination of the following architectural materials.**
    a. **Exterior colors, finishes and materials other than the primary color or smooth cast-concrete. Acceptable materials may include metal composite panels, stone, wood, brick, glass block, tile, cast metal, cast, split-face CMU, cultured stone, textured or patterned concrete panels, other forms of masonry panel* or similar as determined by the Community Development Director.**

b. Windows or glazing (windows may be transparent, opaque or spandrel glass).

c. Architectural grilles and/or decorative screens.

2. Building Design Elements. Front and streetside facades shall include at least four of the following elements for every 500 linear feet of building facade. Side and rear facades shall include at least two of the following elements for every 500 linear feet of building facade.

a. Louvered or vertical sunshades
b. Awnings or canopies
c. Pilasters or columns distributed evenly across the facade
d. Water table consisting of masonry that extends at least 3 feet above the
e. Ground
f. Articulated columns
g. Embedded linear glow or accent lighting
h. Building projections of greater than 5 feet in depth, evenly distributed across the facade
i. Change in roofline height or angle such as a butterfly roof, curved roofline, parapet, or shed roof
j. Modulated building heights 5 feet or greater
k. Accentuated building entrance including multistory windows, and entrance canopies or trellises, and clerestory windows
l. Horizontal roofline banding

14-430-06 Lighting

All exterior lighting associated with a major data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-430-07 Noise and maintenance requirements

14-430-07-A. All noise generated by a major data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-430-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**
2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**
3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**
4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities.**

Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.

5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-430-08 Cooling System

All major data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

14-430-09 Community Benefit Agreement Requirement for Incentives

14-430-09-A. Applicability. Any major data processing and hosting facility that receives, applies for, or seeks approval of any local, state, or federal economic development incentive, including but not limited to tax abatement, tax increment financing, community improvement district assistance, transportation development district assistance, Chapter 100 financing, state tax credits, utility incentives, infrastructure assistance, or other public financial assistance, shall be required to enter into a Community Benefit Agreement (CBA) with the City as a condition of approval of such incentive.

14-430-09-B. Purpose. The purpose of the Community Benefit Agreement is to ensure that projects receiving public financial assistance provide measurable benefits to the community that are proportional to the public investment.

14-430-09-C. Community Benefit Agreement Requirements. The Community Benefit Agreement shall be approved by the City Council and may include, but is not limited to, commitments related to:

1. Workforce development, apprenticeship programs, and skilled trade training opportunities;

2. Local hiring goals and recruitment efforts for City residents;

3. Partnerships with local educational institutions, including internships, scholarships, curriculum support, or workforce training programs;

4. Contributions toward public infrastructure improvements;

5. Environmental sustainability measures exceeding the minimum requirements of this Article;

6. Community grants, charitable contributions, or support for public facilities and programs;

7. Digital inclusion initiatives, technology education programs, or other programs that enhance community access to technology; and

8. Any other public benefits determined by the City Council to advance the health, safety, welfare, and economic prosperity of the community.

14-430-09-D. Failure to Comply. Failure to comply with the terms of an approved Community Benefit Agreement may constitute a violation of this Article and may result in enforcement actions authorized by this Code, in addition to any remedies provided in the incentive agreement or Community Benefit Agreement.

14-430-10 Neighborhood Meeting

14-430-10-A. Neighborhood Meeting Requirement A neighborhood meeting is required for all proposed major data processing and hosting facilities prior to the submission of any discretionary development application, including but not limited to special use permits, rezoning requests, or site plan approvals.

14-430-10-B. Notification Radius The applicant shall provide written notification of the neighborhood meeting to all property owners of record located within 1 mile of the boundaries of the subject property.

14-430-10-C. Notification Method and Timing

- **The notices shall be mailed no fewer than 15 days prior to the date of the neighborhood meeting.**
- **The notice shall include the date, time, location, and purpose of the meeting; a brief description of the proposed data center; and contact information for the applicant or project representative.**

14-430-10-D. Posting of Signs

- **The applicant shall post one or more public notice signs on the subject property.**
- **Signs must be of the standard size and format required by the City for development-related public notices.**
- **Signs must be clearly visible from adjacent public streets and posted at least 15 days prior to the neighborhood meeting.**
- **The signs shall state the date, time, location, and purpose of the neighborhood meeting.**

14-430-10-E. Proof of Notification Prior to application acceptance, the applicant shall provide:

- **A list of all property owners notified;**
- **A copy of the mailed notice;**
- **An affidavit of mailing; and**
- **Photographic evidence showing the posted signs.**

Sec. 14-430-11 Decommissioning and Site Restoration

14-430-11-A. Decommissioning Required. A major data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-430-11-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a preliminary Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-430-11-C. Minimum Plan Requirements. The Decommissioning Plan shall include, at a minimum:

1. **Removal of all data center equipment, including servers, racks, batteries, generators, transformers, cooling equipment, fuel storage systems, telecommunications equipment, and associated mechanical and electrical systems;**
2. **Removal of all hazardous materials and disposal in accordance with applicable federal, state, and local regulations;**
3. **Removal of above-ground structures and foundations to a minimum depth of three (3) feet below finished grade, unless the City determines that specific improvements may remain to support future industrial development;**
4. **Removal of security fencing, screening, signage, and other accessory structures not intended for reuse;**
5. **Stabilization and grading of disturbed areas to prevent erosion and drainage impacts;**
6. **Restoration of the site to a condition suitable for future industrial or commercial redevelopment, including preservation or restoration of access drives, utility connections, stormwater facilities, and other infrastructure that may support future development; and**
7. **An estimated cost of decommissioning prepared by a qualified professional.**

14-430-11-D. Financial Assurance. The City may require the owner to provide financial assurance in a form acceptable to the City, including but not limited to a bond, irrevocable letter of credit, escrow account, or other security, to guarantee completion of decommissioning activities.

14-430-11-E. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-430-11-F. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-430-12 Application Process

14-430-12-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Sec. 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan. A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of the City Code.**
2. **Water Usage and Mitigation Plan. A report prepared by a qualified engineer that evaluates the proposed water usage associated with the major data processing and hosting facility and demonstrates compliance will applicable provisions of the City Code.**
3. **Energy Usage and Mitigation Plan. A report prepared by a qualified engineer that evaluates the proposed energy usage associated with the major data processing and hosting facility and mitigates any potential impacts to current rate payers.**
4. **On Site Emissions. A report prepared by a qualified engineer that evaluates all proposed on site emissions associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of state, federal and City Code.**
5. **Displacement and Environmental Justice Impact. A study evaluating whether the proposed major data processing and hosting facility would disproportionately affect nearby residents, businesses, or historically disadvantaged communities through increased environmental burdens, redevelopment pressure, or displacement.**
6. **Detailed Site Plan. A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.**
7. **Preliminary Storm Water Studies. A preliminary storm water study prepared by a qualified engineer that addresses existing condition assessment, hydrologic and hydraulic analysis and proposed stormwater management approach.**
8. **Civil Site Layout. A civil site layout by a qualified design professional that clearly depicts the location of water service lines, sanitary sewer service lines, storm sewer and flood control facilities, impacts to the road network, and all necessary municipal utility extensions. The facility shall follow all codes and permit requirements of the City of Independences Code of Ordinances and the Design and Construction Manual.**
9. **Building Elevations. Elevation drawings prepared by a licensed architect that depict all exterior building facades and demonstrate compliance with the architectural standards set forth in this Section.**
10. **Photometric Plan. A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.**

11. **Preliminary Decommissioning Plan. A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.**
12. **Ownership Disclosure. The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in major data processing and hosting project, including developer, shell companies, data processing and hosting operators, and financers.**
13. **Waste Heat/Ventilation. All external ventilation on structures associated with the major data processing and hosting facility should be designed in a manner that does not result in waste heat, or heat generated as a byproduct of major data processing and hosting operations, adversely impacting adjacent properties. Exhausts, chimneys, and other sources of waste heat should be designed in a manner that directs waste heat away from adjacent properties.**

14-430-12-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

14-430-13 Ongoing Compliance and Reporting

14-430-13-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. **Noise monitoring data demonstrating compliance with applicable City Code requirements;**
2. **Documentation verifying continued operation of required cooling systems;**
3. **Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;**
4. **Maintenance and operations plan for all on-site required stormwater facilities.**
5. **Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.**

14-430-13-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-430-14 Violations and Enforcement

Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-430-15 Modifications

Any expansion or substantial modification of a major data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site

configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

SECTION 3. That Section 14-431 of Chapter 14 of the City Code is hereby added to read as follows:

14-431 BATTERY ENERGY STORAGE SYSTEMS (BESS)

14-431-01 Applicability

The purpose of this section is to establish land use and design regulations for battery energy storage systems (BESS) to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

14-431-01-A. This Article shall apply to all utility-scale battery energy storage systems and Battery Storage Buildings, except as excluded below.

14-431-01-B. Residential battery systems serving a single-family, duplex, townhouse, or multifamily dwelling and installed in accordance with adopted building and fire codes shall be exempt from the requirements of this Article.

14-431-01-C. Accessory battery energy storage systems serving commercial or industrial uses with a total capacity of less than 600 kWh shall comply with applicable building and fire codes and shall be exempt from the requirements of this Article.

14-431-01-D. The provisions of this section shall not apply to any battery energy storage system development that has submitted a building permit or received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval or authorization prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-431-02 Setback and Separation

14-431-02-A. Any structure, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-431-02-B. The distances above shall be measured from the closest edge of the battery enclosure, container, storage building, equipment or appurtenance.

14-431-02-C. No BESS facility shall be located within 100 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the BESS facility and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-431-02-D. The Independence Fire Department may require additional setbacks based upon site-specific hazards identified through the Hazard Mitigation Analysis.

14-431-03 Buffer and Screening

14-431-03-A. Any property containing a BESS facility shall provide a buffer yard with a minimum width of fifty (50) feet along any property line that abuts a lot zoned or used for residential use. A high-impact screen, as defined and required in Section 14-503, shall be installed and maintained along all such property lines. The quantity of plant materials required within the buffer yard shall be increased by twenty-five percent (25%) above the minimum standards established in Section 14-503.

14-431-03-B. All substations, electrical yards, mechanical yards, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-431-04 Fencing and Security

14-431-04-A. A BESS facility shall be fully enclosed by a minimum seven (7) foot high, non-scalable, solid wall. The required wall shall be located outside of all applicable zoning district setback areas. Walls shall be constructed of either decorative concrete masonry units with a split-face or other textured finish, or concrete tilt-up panels incorporating architectural treatments such as reveals, patterns, and/or trim lines to provide visual articulation. All fencing and/or enclosure components shall comply with applicable provisions of NFPA 70.

14-431-04-B. When required for sound attenuation, a wall that is an integral component of a large-scale battery energy storage system may exceed the maximum fence or wall height otherwise permitted. However, under no circumstances shall such a fence or wall exceed the maximum height allowed in the zoning district.

14-431-04-C. No equipment or appurtenances—including but not limited to auxiliary systems, inverters, transformers, and substations—shall exceed the height of the screening wall unless a line-of-sight analysis demonstrates that the wall height is sufficient to fully screen such equipment and appurtenances.

14-431-04-D. All gates shall be secured except during maintenance or emergency access.

14-431-04-E. Facilities shall include warning signage identifying:

1. **Emergency contact information;**
2. **Hazardous voltage warnings;**
3. **Fire department access points; and**
4. **Emergency shutdown procedures.**

14-431-05. Landscaping

14-431-05-A. No landscaping is required on the interior side of the screen wall regardless of the percentage of landscape open space required.

14-431-05-B. The minimum required open space, as required by this development ordinance, shall be limited to the perimeter landscaping surrounding the perimeter screening wall or fence.

14-431-06 Parking

14-431-06-A. For BESS facilities that are regularly occupied by employees or contractors, off-street parking shall be provided at a rate of one and one-half (1.5) parking spaces for each employee based on the maximum number of employees present during any single shift. In no case shall fewer than three (3) off-street parking spaces be provided.

14-431-06-B. For unoccupied sites, a minimum of three (3) parking spaces shall be provided.

14-431-06-C. All parking areas, fire access roads, and drive aisles shall be surfaced with asphalt or concrete and constructed in accordance with the standards of Section 14-501 and Chapter 20 of the City Code.

14-431-07 General Development Standards

14-431-07-A. All Battery Energy Storage Systems shall comply with applicable editions of:

1. **International Fire Code (IFC);**
2. **International Building Code (IBC);**
3. **National Electrical Code (NEC);**
4. **NFPA 855 Standard for the Installation of Stationary Energy Storage Systems;**
5. **NFPA 68 – Standard on Explosion Protection by Deflagration Venting**
6. **NFPA 69 – Standard on Explosion Prevention Systems**
7. **Component certifications (UL 1973 for batteries, UL 1741 for inverters)**
8. **UL 9540 and UL 9540A testing requirements; and**
9. **Any additional requirements imposed by the Independence Fire Department.**

14-431-07-B. The BESS operator shall maintain all required permits and inspections throughout the life of the facility.

14-431-08 Lighting

All exterior lighting associated with a BESS facility shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-431-09 Noise and maintenance requirements

14-431-09-A. All noise generated by a BESS and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-431-09-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration. Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.**

2. **Testing Hours. Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.**

3. **Noise Attenuation. Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.**

4. **Recordkeeping. The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.**

5. **Operational Limitations. Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.**

14-431-10 Hazard Mitigation Analysis

14-431-10-A. A Hazard Mitigation Analysis shall be prepared in accordance with the adopted IFC and NFPA 855 and submitted to the Independence Fire Department.

14-431-11 Emergency Response Plan

14-431-11-A. An Emergency Response Plan (ERP) shall be prepared in accordance with the adopted International Fire Code (IFC) and NFPA 855. Prior to issuance of any building permit, the final ERP shall be submitted to and approved by the Independence Fire Department.

14-431-11-B. The operator of a BESS facility shall update the Emergency Response Plan upon any material modification to the facility or its operations.

14-431-12 Decommissioning Plan and Financial Assurance

14-431-12-A. Prior to the issuance of any building permit, the applicant shall submit a Decommissioning Plan. The plan shall identify the anticipated removal of equipment and restoration of the site upon abandonment, discontinuation of operation, or the end of the facility's useful life.

14-431-12-B. Minimum Requirements. The decommissioning plan shall include:

1. **Identification of the property owner, facility owner, and facility operator.**

2. **A description of the facility, the Battery Energy Storage System and its principal components, total storage capacity, number and type of battery containers and expected operational life of the facility.**

3. **A narrative describing the proposed decommissioning process, removal procedures and recycling and disposal.**

4. **Identification of all structures, equipment, foundations, utilities, fencing, and appurtenances proposed to be removed.**

5. **A description of site restoration activities, including grading, stabilization, revegetation, and repair of disturbed areas.**

6. **A description of how materials will be reused, recycled, or disposed of in accordance with applicable laws and regulations.**

7. **The plan shall include a detailed third-party estimate of the total cost to decommission the facility and restore the site. The estimate shall assume the City contracts for removal by a third-party contractor, include mobilization, transportation, disposal, recycling, environmental remediation, site restoration, permitting, engineering, and administrative costs, and Be expressed in current dollars.**

14-431-12-C. The decommissioning plan shall be reviewed every five (5) years for the purpose of updating the costs for decommissioning and, if applicable, updating the financial assurance identified below.

14-431-12-D. Financial Assurance.

1. **Prior to the issuance of any building permit, the applicant shall submit financial assurance in the form of a surety bond, irrevocable letter of credit, or an equivalent financial assurance mechanism to guarantee that funds are available to cover all costs associated with activities identified in the Decommissioning Plan.**
2. **Annual Verification of Financial Assurance. The owner shall submit proof annually that all required financial assurance remains valid and in force. Failure to provide such documentation shall constitute a zoning violation and may result in suspension or revocation of permits.**
3. **The financial assurance shall remain in effect until the City determines that decommissioning has been satisfactorily completed.**

14-431-12-E. Abandonment. A Battery Energy Storage System shall be deemed abandoned upon the occurrence of any of the following:

1. **Failure to maintain electrical interconnection for twelve (12) consecutive months.**

2. **Failure to store, transmit, or discharge electricity for twelve (12) consecutive months.**

3. **Written notice by the owner indicating intent to cease operations.**

4. **Revocation of required permits without corrective action.**

5. **Bankruptcy or dissolution of the facility owner without an approved successor operator.**

The City may require documentation demonstrating continued operation of the facility.

14-431-12-F. Decommissioning Trigger

1. **Decommissioning activities shall commence within one hundred eighty (180) days following abandonment.**

2. **All decommissioning activities shall be completed within twelve (12) months unless extended by the City for good cause.**

3. **The City may approve phased decommissioning when portions of a facility remain operational.**

14-431-12-G. Site Restoration. Following removal of the facility, the site shall be restored to a safe and stable condition, including the removal of debris, stabilization of disturbed areas, restoration of drainage patterns and establishment of vegetative cover where appropriate.

14-431-12-H. Certification of Completion. Upon completion of decommissioning activities, the owner shall submit:

1. **A certification from a qualified third-party contractor that all required decommissioning activities have been completed.**

2. **Documentation demonstrating proper recycling or disposal of battery materials.**

3. **Documentation of site restoration.**

4. **Any environmental reports required by the City.**

The City shall inspect the site and determine whether the decommissioning requirements have been satisfied prior to release of financial assurance.

14-431-13 Application Process

14-431-13-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Section 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan. A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the data center and demonstrates compliance with all applicable provisions of the City Code.**
2. **Detailed Site Plan. A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.**
3. **Building Elevations. Elevation drawings prepared by a licensed architect that depict all exterior building facades.**
4. **Photometric Plan. A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.**
5. **Operations and Maintenance Plan.**

6. **Preliminary Hazard Mitigation Analysis. A report prepared by a qualified professional that evaluates potential hazards associated with a Battery Energy Storage System and demonstrates compliance with the requirements of this Article.**
7. **Preliminary Emergency Response Plan. A preliminary Emergency Response Plan prepared by a qualified professional that demonstrates compliance with the requirements of this Article.**
8. **Preliminary Decommissioning Plan. A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.**
9. **Ownership Disclosure. The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in battery energy storage project, including developer, shell companies, operators, and financers.**

14-431-13-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

14-431-13-C. The battery energy storage system shall follow all codes and permit requirements of the City of Independence Code of Ordinances and the Design and Construction Manual.

14-431-14 Annual Compliance Certification

14-431-14-A. The owner or operator of a Battery Energy Storage System (BESS) facility shall submit an annual compliance certification, prepared and signed by a qualified professional engineer licensed in the State of Missouri, certifying that:

1. **The facility is being operated and maintained in substantial compliance with all approved plans, permits, and conditions of approval;**
2. **All required safety, monitoring, and emergency shutdown systems are fully operational and functioning as designed;**
3. **Fire detection, fire suppression, and other fire protection systems have been inspected and maintained in accordance with applicable codes, manufacturer specifications, and the approved Emergency Response Plan;**
4. **Emergency contact information on file with the City is current and accurate; and**
5. **No material modifications, expansions, or operational changes have occurred without prior approval from the City, where such approval is required.**

14-431-14-B. The annual compliance certification shall be submitted to the City no later than thirty (30) days following the anniversary date of the facility's commencement of operations, unless otherwise approved by the City.

14-431-14-C. The City may conduct inspections of the facility, upon reasonable notice to the owner or operator, to verify compliance with the provisions of this Article, approved plans, permit conditions, and applicable codes and regulations.

14-431-14-D. Failure to submit the required annual certification or to maintain compliance with the requirements of this Article may constitute a violation subject to enforcement actions authorized by this Code.

14-431-15. Ownership/Operator Changes

14-431-15-A. If ownership of the property, the Battery Energy Storage System (BESS) facility, or the facility operator changes, all project approvals shall remain valid, provided the successor owner or operator assumes in writing all obligations associated with the project, including compliance with all conditions of approval, the approved Decommissioning Plan, and the requirements of this Article, and provides updated financial assurance as required herein.

The successor owner or operator shall provide written notice to the City of the ownership or operational change within thirty (30) days of the effective date of the transfer. Such notice shall include documentation demonstrating the assumption of all project obligations and updated financial assurance.

Failure to provide the required notice and documentation within thirty (30) days shall render all project approvals null and void. Any request to reinstate a voided approval shall be subject to the same application, review, and approval procedures required for a new BESS facility under this Article.

Sec. 14-431-16 Violations

Failure to comply with this Article shall constitute a violation of the Unified Development Ordinance and may result in revocation of approvals, issuance of citations, or other remedies authorized by law.

SECTION 4. That Section 14-200-05-W of Chapter 14 of the City Code is hereby amended to read as follows:

14-200 USE GROUPS AND CATEGORIES

14-200-05 Commercial use group

14-200-05-W. Data Processing and Hosting. Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services or application hosting; provide application services provisioning or may provide general timeshare mainframe facilities to clients. An example is a data center.

1. **Data Processing and Hosting, Accessory. A data processing and hosting use that is incidental and subordinate to the principal use of the property and is intended primarily to support the operations of the principal use or occupant. An accessory data processing and hosting use shall not be operated as a standalone commercial data processing and hosting business or provide hosting or data processing services to third parties as its primary function.**
2. **Data Processing and Hosting, Small. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data**

processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Small Data Processing and Hosting Facility has a maximum electrical demand of less than 2.5 megawatts (MW).

3. **Data Processing and Hosting, Major. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Major Data Processing and Hosting Facility has a maximum electrical demand of 2.5 megawatts (MW) or greater.**

SECTION 5. That Section 14-200-06 of Chapter 14 of the City Code is hereby amended to read as follows:

14-200 USE GROUPS AND CATEGORIES

14-200-06 Industrial use group

14-200-06-A. Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, including associated battery management systems, inverters, transformers, switchgear, utility interconnections, fire suppression equipment, and accessory equipment.

14-200-06-B. Utility-Scale Battery Energy Storage System. A Battery Energy Storage System with a total energy capacity exceeding 600 kWh and intended primarily to provide power to the electrical grid or wholesale energy markets.

14-200-06-C. Accessory Battery Energy Storage System. A Battery Energy Storage System serving an on-site principal use or renewable energy system.

14-200-06-D. Battery Storage Building. A structure containing one or more Battery Energy Storage Systems.

SECTION 6. That Section 14-301-03-G of Chapter 14 of the City Code is hereby amended to read as follows:

14-301 OFFICE AND COMMERCIAL DISTRICTS

14-301-03 Uses

14-301-03-A. Use Table. Uses are allowed in O and C zoning districts in accordance with Table 301-1, below.

14-301-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 301-1 lists the groups, categories and types allowed in one or more O/C districts.

14-301-03-C. Permitted Uses. Uses identified with a "P" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-301-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of the Table, and all other applicable standards of this development ordinance.

14-301-03-E. Special Uses. Uses identified with an "S" in Table 301-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-301-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-301-03-G. Use Standards. The "use standards" column of Table 301-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table

P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed

Use Category *Specific use type*	Zoning District					Use Standards
	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Construction Services						
No outdoor storage of equipment or materials	—	—	P	P	P	
With outdoor storage of equipment and materials	—	—	—	—	C	14-503
Data Processing and Hosting, Small				**C**	**C**	**14-429**
Drive-Through Facility	—	—	P	P	P	

SECTION 7. That Section 14-302-03-G of Chapter 14 of the City Code is hereby amended to read as follows:

14-302 INDUSTRIAL DISTRICTS

14-302-03 Uses

14-302-03-A. Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B. Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C. Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D. Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E. Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F. Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table				
P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed				
Use Category *Specific use type*	Zoning District			Use Standards
	B-P/PUD	I-1	I-2	
Battery Energy Storage System	**S**	**S**		**14-431**
Data Processing and Hosting**, Small**	~~**P**~~ **C**	~~**P**~~ **C**	—	**14-429**
Data Processing and Hosting, Major	—	**S**	—	**14-430**

SECTION 8. That Section 14-400-13 of Chapter 14 of the City Code is hereby added to read as follows:

14-400 ACCESSORY USES AND STRUCTURES

14-400-13 Data Processing and Hosting Facility, Accessory

14-400-13-A. Applicability. This section applies to any accessory data processing and hosting facility, whether new or retrofitted, located within or attached to any principal structure.

14-400-13-B. Location. An accessory data processing and hosting facility shall be permitted wherever the principal use is permitted.

14-400-13-C. Enclosed Building. All accessory data-processing and hosting facilities must be fully contained within a completely enclosed building.

14-400-13-D. Adopted Codes. An accessory data processing and hosting facility shall comply with all applicable provisions of the City's adopted building, fire, electrical, and mechanical codes. All installations, equipment, and related improvements shall be reviewed, permitted, and inspected in accordance with the requirements of the City.

SECTION 9. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 10. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: July 14, 2026

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #80

CASE NUMBER / REQUEST: **Case 26-175-03 – UDO Amendment #80 – Data Centers & Battery Energy Storage Systems (BESS) –** A request to amend the Unified Development Ordinance relating to Data Centers and BESS.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – June 27, 2026

FURTHER ACTION:
Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on August 3, 2026 and the public hearing/second reading on August 17, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:
The City requests approval of amendments to the Unified Development Ordinance (UDO) to establish new regulations governing Data Processing and Hosting Facilities (commonly referred to as data centers) and Battery Energy Storage Systems (BESS). The proposed amendments create Article 14-429, Small Data Processing and Hosting; Article 14-430, Major Data Processing and Hosting; and Article 14-431, Battery Energy Storage Systems. These articles establish development, operational, buffering, design, safety, application, reporting, and decommissioning standards for these uses. The office, commercial, and industrial use tables and related use group definitions have also been updated. Additionally, a new Section 14-400-13, Accessory Data Processing and Hosting, has been created.

BACKGROUND:

Data processing and hosting facilities have emerged as a rapidly growing component of industrial and technology-related development throughout the United States. These facilities provide infrastructure for cloud computing, data storage, artificial intelligence applications, web hosting, and other digital services that support modern commerce and communications.

While data centers can represent significant private investment and contribute to local economic development, they also present unique land use considerations not commonly associated with traditional industrial development. These considerations include substantial electrical demand, water consumption, backup power generation, noise from mechanical equipment, large building footprints, visual impacts, and potential compatibility concerns with nearby residential neighborhoods and community facilities.

The City's current UDO does not contain use-specific regulations for data processing and hosting facilities. As interest in this development type continues to increase, staff believes additional standards are appropriate to provide clear expectations for future development while protecting surrounding properties and community resources.

As part of the amendment, staff established a tiered regulatory framework for data processing and hosting facilities to reflect their differing scales, operational impacts and infrastructure demands. Three use types have been created:

1. **Accessory Data Processing and Hosting Facility** – A subordinate use located within or attached to a principal structure, intended to support the primary use on the site.
2. **Small Data Processing and Hosting Facility (< 2.5 MW)** – A standalone or principal use facility with an electrical load of less than five megawatts, typically characterized by limited site impacts and compatibility with a broader range of zoning districts.
3. **Major Data Processing and Hosting Facility (> 2.5 MW)** – A high-capacity installation with an electrical load greater than five megawatts, generally requiring enhanced infrastructure, larger footprints, and elevated performance, siting, and buffering standards.

This tiered approach ensures that each facility type is regulated proportionately to its scale and potential effects on surrounding properties, public infrastructure, and community character.

Accessory Data Processing and Hosting UDO Amendment

The proposed amendment establishes a new Section 14-400-13, Accessory Data Processing and Hosting Facility, as a defined and regulated accessory use. The section includes standards for applicability, location, enclosed building and compliance with the City’s adopted building, fire, electrical, and mechanical codes. An accessory data processing and hosting facility is incidental and subordinate to the principal use of the property and is intended solely to support the operations of that principal use. It may not function as a standalone commercial data processing or hosting operation nor may it provide hosting or data processing services to third parties as its primary purpose. This new section further clarifies that all such facilities must comply with the City’s adopted building, fire, electrical and mechanical codes.

Small Data Processing and Hosting UDO Amendment

The proposed amendment establishes a new Section 14-429, Small Data Processing and Hosting and creates development standards that recognize the scale of small data processing and hosting facilities while ensuring compatibility with surrounding development and minimizing impacts associated with mechanical equipment, noise, lighting, cooling systems, and backup power generation. These facilities would be allowed subject to the requirements of Section 14-429 in the C-2, C-3, BP/PUD and I-1 districts and include the following key provisions:

Applicability
This section establishes the purpose of the regulations and clarifies when the standards apply. It also includes a grandfathering provision allowing projects that have already received development approvals to proceed under the regulations that were in effect at the time of approval, including approved phased developments. This protects vested property rights while ensuring that future projects comply with the new standards.

Setbacks
The setback provisions recognize that a small data processing and hosting facility could occupy existing industrial or commercial buildings where requiring additional setbacks would be impractical. Existing buildings are deemed compliant, while new construction and building additions must satisfy the setback requirements of the underlying zoning district. Mechanical equipment is generally required to meet the same setbacks as the principal structure, although limited flexibility is provided when enhanced screening or buffering can achieve equivalent visual and noise mitigation. This approach balances redevelopment opportunities with compatibility for adjacent properties.

Buffering and Screening
This section ensures that exterior equipment associated with these facilities is appropriately screened from neighboring properties and public rights-of-way. Existing developments are not required to construct additional buffer yards unless new exterior equipment is installed, while new construction and a building addition must comply with the City's existing landscape and screening standards. Screening requirements for generators, transformers, cooling equipment, loading areas, and other service areas reduce visual impacts and improve compatibility with surrounding development.

Parking
Small data processing and hosting facilities typically employ relatively few personnel compared to traditional industrial or office uses. The proposed parking requirement bases parking on the maximum number of employees working during a single shift rather than building size, resulting in parking that more accurately reflects operational demand. Existing parking areas may remain unchanged unless modified, while any new or reconfigured parking must comply with current setback and screening requirements.

Architectural and Design Requirements
This section requires compliance with the City's existing commercial and industrial building design standards for both existing buildings or new construction. This ensures consistency throughout the UDO while maintaining high-quality building materials and architectural appearance.

Lighting
Exterior lighting associated with these facilities must comply with the City's existing lighting standards. These requirements help reduce glare, minimize light trespass onto adjacent properties, and maintain safe site illumination while protecting nearby development.

Noise and Maintenance Requirements
Mechanical equipment and backup generators have the potential to generate noise that can affect neighboring properties. The proposed standards require compliance with the City's existing noise ordinance while also limiting routine generator testing to normal weekday business hours, establishing monthly testing limits, requiring sound attenuation, and maintaining annual generator testing records. These standards allow facilities to maintain emergency backup systems while minimizing operational impacts on surrounding properties.

Cooling Systems
Cooling systems represent one of the primary operational components of data processing facilities. The proposed regulation requires facilities to utilize closed-loop cooling systems or technologies that achieve equivalent or lower water consumption while ensuring that cooling-related water demand does not exceed the City's available utility capacity. These standards promote efficient water use and help protect long-term utility resources.

Decommissioning and Site Restoration
Should a facility permanently cease operations, this section requires submission of a decommissioning plan and restoration of the site for future industrial or commercial use. Rather than requiring demolition of the principal building, the regulations encourage adaptive reuse by requiring the removal of specialized data processing equipment while preserving buildings, parking, utilities and other infrastructure that can support future tenants. This reduces the likelihood of vacant buildings and promotes long-term economic reuse of developed sites.

Ongoing Compliance and Reporting
To ensure continued compliance after construction, operators must submit an annual report documenting compliance with noise standards, cooling systems, landscaping, stormwater maintenance and generator testing requirements. The City is also authorized to conduct inspections as necessary to verify ongoing compliance with the ordinance. These provisions provide accountability throughout the operational life of the facility rather than limiting review to the initial development process.

Violations and Enforcement
This section establishes that violations of the ordinance may result in enforcement actions authorized under the UDO. The provision provides the City with the authority necessary to address noncompliance and ensure that approved operational standards continue to be met.

Modifications
Future expansions or substantial modifications to a facility's mechanical systems, electrical infrastructure, or site layout are subject to City review. This ensures that operational changes

continue to meet the intent of the ordinance and are evaluated for potential impacts on surrounding properties.

Zoning Districts
As discussed above, Small Data Processing and Hosting uses are permitted in the C-2 (General Commercial), C-3 (Commercial Services), BP/PUD (Business Park/Planned Unit Development), and I-1 (Light Industrial) districts, subject to compliance with the standards established in Section 14-429.

These zoning districts are intended to accommodate commercial, office, technology and light industrial activities that are compatible with enclosed data processing operations. Small data processing and hosting facilities typically function with limited employees, minimal customer traffic and no outdoor storage or manufacturing activities. Their operational characteristics are generally consistent with other commercial and office-based uses permitted within these districts.

The standards contained in Section 14-429 ensure that potential impacts associated with these facilities including noise, mechanical equipment, screening, lighting, and utility infrastructure are appropriately addressed regardless of zoning district. Requiring compliance with these operational and development standards allows small data processing and hosting facilities to integrate into existing commercial and light industrial areas while protecting adjacent properties and maintaining compatibility with surrounding development.

Major Data Processing and Hosting UDO Amendment

PROPOSED AMENDMENT SUMMARY
The proposed amendment creates a new Section 14-430, Major Data Processing and Hosting Facilities, allows these uses in the I-1 District with approval of a special use permit and includes the following key provisions:

Applicability
The standards apply to all new major data processing and hosting developments but exempt projects that submitted building permits, received final site plan approval, or obtained other applicable development entitlements prior to the effective date. Approved phased developments may continue under previously granted entitlements.

Setbacks and Separation Requirements
All structures, equipment, and appurtenances including inverters, transformers, auxiliary systems, and substations must maintain a minimum setback of 100 feet. Additionally, no data processing and hosting facility may be located within 500 feet of residential uses, schools, parks, playgrounds, daycare facilities, nursing homes, hospitals, or religious assembly uses. Distances are measured property-line to property-line, without regard to intervening structures.

Buffering and Screening Standards
A minimum 100-foot buffer yard is required where the major data hosting facility abuts residential zoning or residential use. A high-impact screen per Section 14-503 is required, and planting quantities

must be increased by 25 percent. All mechanical yards, substations, switchyards, battery storage areas, and other exterior equipment must be fully screened from view from public or private streets, trails, and parks.

Parking Standards
Off-street parking adjacent to a public or private right-of-way must be set back at least 50 feet and screened using buildings, landscaped berms at least three feet in height, plantings, or combinations thereof. Screening must comply with Section 14-503. Data hosting facilities must provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees per shift.

Architectural Design Standards
Building design standards are included to address the visual appearance of large-scale facilities. These standards require enhanced façade treatments, architectural materials, building articulation, and design elements intended to reduce the appearance of large uninterrupted building walls. Buildings must incorporate at least four-sided façade design elements for every 500 feet of street-facing façade and at least two such elements for every 500 feet of other façades.

Lighting
All exterior lighting must comply with the standards of Section 14-508 of the UDO.

Noise and Generator Regulations
The proposed regulations require compliance with existing City noise standards and establish operational limitations for backup generators, including restrictions on testing frequency, testing hours, recordkeeping, and noise attenuation measures. Generator testing is limited to 10 hours per month and may occur only between 9:00 AM and 5:00 PM Monday–Friday, excluding federal holidays. Generators must be enclosed with sound-attenuating materials, and operators must maintain annual generator logs.

Water Usage and Cooling Systems
The amendment requires facilities to utilize closed-loop cooling systems or technologies with equivalent or lower water consumption and establishes a maximum average cooling-related water usage threshold.

Community Benefit Agreements
Facilities seeking public incentives would be required to enter into a Community Benefit Agreement (CBA) with the City. The agreement may address workforce development, local hiring, educational partnerships, infrastructure improvements, environmental sustainability measures, community investment, and other public benefits proportional to the requested incentives. Noncompliance may result in enforcement or the revocation of the incentive.

Neighborhood Meeting Requirement
A neighborhood meeting is required before any special use permit application is submitted. Notices are required to be mailed to all property owners within one mile at least 15 days prior to the meeting

and posted onsite using standard city notice signs. Applicants must provide proof of notification, including mailings, affidavits, and photographs of posted signs.

Decommissioning and Site Restoration
A facility that ceases operations for 12 consecutive months is considered abandoned and must be decommissioned. A decommissioning plan must be submitted with the building permit and include removal of equipment, hazardous materials, structures, foundations, and fencing, along with site stabilization and restoration. The City may require financial assurance (i.e., bond, letter of credit, escrow, etc.) to guarantee completion. The amendment requires submission of a preliminary decommissioning plan with the special use permit application. The regulations are intended to ensure the site remains viable for future industrial or commercial redevelopment.

Special Use Permit Application Requirements
The special use permit application must include a noise impact assessment, water and energy usage plans, emissions analysis, environmental justice review, detailed site plan, stormwater studies, civil layout, building elevations, photometric plan, preliminary decommissioning plan, ownership disclosure, and waste-heat mitigation documentation.

Annual Reporting and Compliance Monitoring
Operators would be required to submit annual compliance reports documenting adherence to applicable operational standards, including noise monitoring, cooling system operation, landscape maintenance, stormwater facility maintenance, and generator testing records.

Violations and Enforcement
Failure to comply may result in enforcement, including suspension or revocation of the special use permit.

Modifications
Any expansion or substantial modification of a data hosting facility must be reviewed under current regulations.

Zoning Districts.
As discussed above, major data processing and hosting facilities require approval of a special use permit in the I-1 Districts. This is the only zoning district where the use may be considered. Staff does not recommend permitting this use in the I-2 Heavy Industrial District. The I-2 District is intended to accommodate the City's most intensive industrial operations, including heavy manufacturing, processing, mining, and the production or storage of materials that may involve significant off-site impacts. While major data processing and hosting facilities can occupy large buildings and require substantial utility infrastructure, they do not involve heavy industrial manufacturing or processing activities and generally have a different operational profile. The I-1 District, together with the proposed use-specific development standards and Special Use Permit review process, provides an appropriate regulatory framework for evaluating these facilities without expanding the use into areas intended for the City's most intensive industrial activities.

Battery Energy Storage System (BESS) UDO Amendment

BACKGROUND
Battery Energy Storage Systems (BESS) are an emerging land use that support electrical grid reliability, renewable energy integration, peak demand management, and emergency power supply. While BESS facilities provide important infrastructure benefits, they also present unique land use, operational, and public safety considerations due to the storage of large quantities of electrical energy.

The City's current UDO does not contain use-specific regulations governing utility-scale Battery Energy Storage Systems. As a result, staff have prepared a new Article 14-431 to establish development standards, safety requirements, operational regulations, and decommissioning procedures for these facilities.

The proposed regulations were developed to provide a predictable review process for future projects while ensuring compatibility with surrounding land uses and protecting the public health, safety, and welfare.

PROPOSED AMENDMENT SUMMARY
The proposed amendment creates Article 14-431, Battery Energy Storage Systems (BESS), and establishes regulations addressing the siting, design, operation, maintenance, and eventual removal of utility-scale battery storage facilities. Key provisions of the proposed amendment include:

Applicability
This section establishes which battery energy storage systems fall under the new Article. It specifies that all utility-scale BESS facilities and battery storage buildings are subject to the requirements, while residential systems and small accessory systems under 600 kWh are exempt. It also clarifies that any BESS development that submitted for building permit or has been previously approved or authorized through site plans, building permits, or development plans or other applicable development approval or authorization may continue under prior entitlements, ensuring that the new regulations do not retroactively affect already-approved projects.

Setback and Separation Requirements
The Article establishes specific spatial requirements intended to minimize impacts on surrounding properties. All components of a BESS facility must maintain a minimum setback of 100 feet. Additionally, the facility must be located at least 100 feet from any property used or zoned for residential purposes or from sensitive public uses such as schools, parks, playgrounds, nursing homes, and hospitals. These distances are measured from property line to property line. The Independence Fire Department retains the authority to require additional setbacks in cases where the Hazard Mitigation Analysis identifies heightened risk.

Buffering and Screening

To reduce visual and aesthetic impacts, the Article requires significant buffering where BESS facilities abut residential properties. A 50-foot-wide buffer yard must be installed along shared boundaries, and high-impact screening must be used, supplemented with landscaping that exceeds standard requirements by 25 percent. Substations, mechanical yards, and similar exterior components must be fully screened from public streets, trails, and parks to ensure minimal off-site visibility.

Fencing and Security
Security provisions require that each BESS installation be enclosed by a minimum seven-foot-tall solid wall made of durable materials such as decorative concrete masonry or architecturally treated concrete panels. Walls may exceed typical height limits when needed for sound attenuation. Equipment must be fully screened unless a line-of-sight analysis confirms the wall height is sufficient. Gates must remain locked except during authorized access, and safety signage must clearly identify hazards, emergency contacts, and fire department access points.

Landscaping
Landscaping requirements are focused on the exterior of the facility, as no interior landscaping is required within the screening wall. Any applicable open-space landscaping requirements are fulfilled by the plant material placed outside the wall and within the required buffer areas.

Parking and Site Access
Parking needs are tailored to the operational nature of BESS sites. Facilities that include regular staffing must provide parking at a rate of 1.5 spaces per employee based on the highest shift level, with a minimum of three spaces. Even unstaffed sites must provide at least three dedicated parking spaces. All parking areas and access drives must be paved with asphalt or concrete consistent with City standards. Fire access roads and parking areas must be paved and constructed in accordance with City standards.

Fire Protection and Safety Standards
All BESS installations must comply with major building, fire, and electrical codes, including the International Fire Code, International Building Code, National Electrical Code, NFPA 855, NFPA 68, NFPA 69, and relevant UL testing requirements. The Fire Department may impose additional safety conditions during review. Operators must maintain all required permits throughout the life of the facility.

Lighting
Exterior lighting at BESS facilities must follow the standards set forth in Section 14-508 of the UDO, ensuring that lighting is properly shielded, directed, and controlled to minimize glare and off-site impacts.

Noise Requirements
Noise generated by the facility must always meet City noise ordinances. Backup generators must comply with strict operational rules, including testing only on weekdays between 9 a.m. and 5 p.m., limiting monthly testing to ten hours, and maintaining an enclosure that reduces noise. Operators must keep an annual generator testing log available for City review.

Hazard Mitigation Analysis
A Hazard Mitigation Analysis is required for each BESS proposal, prepared in accordance with the International Fire Code and NFPA 855. This analysis must be submitted for review by the Independence Fire Department at the same time as the Special Use Permit is considered.

Emergency Response Plan
Before the issuance of any building permit, the applicant must provide a detailed Emergency Response Plan meeting IFC and NFPA 855 standards. This plan must include system shutdown procedures, fire response measures, alarm protocols, inspection schedules, and training provisions for first responders. The Plan must be updated if facility operations materially change.

Decommissioning and Financial Assurance
The Article requires a comprehensive Decommissioning Plan prior to building permit issuance. The plan must describe the removal of equipment, recycling or disposal methods, site restoration procedures, and include a third-party engineer's cost estimate using current dollars. Financial assurance such as a surety bond or letter of credit—must be in place to cover all decommissioning costs and must be verified annually. The Article also defines abandonment triggers, establishes a 180-day timeline to begin decommissioning following abandonment, and requires full site restoration verified by a licensed engineer.

Application Process
Applicants for BESS facilities shall submit a variety of technical documents, including a Noise Impact Assessment, detailed site plan, building elevations, photometric plan, operations and maintenance plan, hazard mitigation analysis, preliminary emergency response plan, preliminary decommissioning plan, and ownership disclosure with the special use permit application. These materials supplement all other technical study requirements under Section 14-700-06.

Annual Compliance Certification
Facility operators must submit an annual certification prepared by a qualified professional engineer confirming continued compliance with approved plans, operational requirements, fire protection systems, and emergency response procedures.

Ownership/Operator Changes
If ownership or operational control of a BESS facility changes, the successor must formally assume all obligations, including compliance with the Decommissioning Plan and financial assurance requirements. Written notice and updated documentation must be submitted to the City within 30 days; failure to do so voids the project's approvals and requires reapplication.

Analysis
Data Processing and Hosting facilities and Battery Energy Storage Systems (BESS) represent evolving forms of industrial and utility-supporting infrastructure that present unique land use, operational, and public safety considerations not addressed by the existing UDO. Data Processing and Hosting

facilities vary significantly in scale and intensity, ranging from accessory facilities that support a principal use, to small standalone facilities, to major data centers with substantial utility demands, backup power systems, and mechanical equipment. Similarly, Battery Energy Storage Systems require specialized standards addressing fire protection, emergency response, operational safety and decommissioning.

The proposed amendment establishes a tiered regulatory framework for Data Processing and Hosting facilities by creating separate standards for Accessory, Small, and Major facilities based on their operational characteristics and potential impacts. This approach allows regulations to be appropriately scaled to the size and intensity of each use while ensuring that larger facilities are subject to additional review and operational standards. The amendment also establishes comprehensive regulations for Battery Energy Storage Systems that address site design, emergency preparedness, operational performance and long-term facility management.

Collectively, these amendments provide predictable, use-specific development standards that offer greater certainty to property owners, developers, neighboring residents, and City staff during the development review process. Rather than prohibiting these emerging uses, the proposed regulations establish objective performance standards intended to ensure facilities are designed, constructed, operated, and ultimately decommissioned in a manner that protects public health, safety and welfare while minimizing impacts on surrounding properties.

EXHIBITS

1. Section 14-429 Small Data Processing and Hosting
2. Section 14-430 Major Data Processing and Hosting
3. Section 14-431 Battery Energy Storage Systems (BESS)
4. Section 14-200-05 Commercial Use Group Category
5. Section 14-200-06 Industrial Use Group Category
6. Section 14-301-03 Office and Commercial Use Table
7. Section 14-302-03 Industrial Use Table
8. Section 14-400-13 Accessory Data Processing and Hosting

14-429 SMALL DATA PROCESSING AND HOSTING

14-429-01 Applicability

The purpose of this section is to establish land use and design regulations for small data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any small data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-429-02 Setback.

14-429-02-A. Existing Buildings. When a small data processing and hosting facility is located within an existing, legally established building, the building's existing setbacks shall be deemed to satisfy all required setbacks for the small data processing and hosting facility use. No additional building setback requirements shall apply.

14-429-02-B. New Construction or Additions. When a small data processing and hosting facility involves new construction or a building addition, the new construction or addition shall comply with the setback requirements of the underlying zoning district.

14-429-02-C. Equipment and Appurtenances. Exterior mechanical or electrical equipment, including generators, cooling units, and transformers, shall comply with the same setback requirements applicable to the principal structure, except as provided below.

1. **Screening Option.** A reduction in the required setbacks may be permitted if the applicant provides enhanced screening or buffering that achieves an equivalent level of visual and noise mitigation.

14-429-03 Buffer and Screening.

14-429-03-A. Existing Buildings. When a small data processing and hosting facility is established within an existing, legally conforming building:

1. The facility shall comply with the buffering and screening requirements applicable to the site at the time of establishment.
2. Additional buffer yard depth shall not be required unless new exterior mechanical or electrical equipment is installed.

14-429-03-B. New Construction or Addition. Newly constructed data processing and hosting facilities and additions to an existing building shall comply with the applicable buffering and screening requirements of Section 14-503, if required.

14-429-03-C. Mechanical and Service Area Screening (Applicable to Both Existing and New Facilities). All exterior equipment areas, loading/service areas, and backup power systems shall comply with the screening requirements of Section 14-503.

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14-429-04 Parking.

14-429-04-A. Minimum Off-Street Parking Requirement. A small data processing and hosting facility shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-429-04-B. Parking Setback and Screening – New Building or Addition. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back in accordance with Section 14-503-05. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-429-04-C. Parking Setback and Screening – Existing Building. When a small data processing and hosting facility is located within an existing, legally established building and no changes are proposed to the existing parking lot configuration, the existing parking setbacks shall be deemed to satisfy all required parking setbacks for the use. No additional parking setback requirements shall apply except as provided below.

1. When a small data processing and hosting facility involves the construction of new parking areas or the reconstruction of existing parking areas, all new or modified parking areas shall comply with the parking setback requirements Section 14-503-05.

14-429-05 Architectural and design requirements.

All small data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall comply with Section 14-506.

14-429-06 Lighting

All exterior lighting associated with a small data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-429-07 Noise and maintenance requirements.

14-429-07-A. All noise generated by a small data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-429-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration.** Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.
2. **Testing Hours.** Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.
3. **Noise Attenuation.** Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.
4. **Recordkeeping.** The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.
5. **Operational Limitations.** Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.

14-429-08 Cooling System

All small data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

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Sec. 14-429-09 Decommissioning and Site Restoration

14-429-09-A. Decommissioning Required. A small data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-429-09-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-429-09-E. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-429-09-F. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-429-10 Ongoing Compliance and Reporting.

14-429-10-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. Noise monitoring data demonstrating compliance with applicable City Code requirements;
2. Documentation verifying continued operation of required cooling systems;
3. Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;
4. Maintenance and operations plan for all on-site required stormwater facilities.
5. Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.

14-429-10-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-429-11 Violations and Enforcement.

Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-429-12 Modifications.

Any expansion or substantial modification of a data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

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14-430 MAJOR DATA PROCESSING AND HOSTING

14-430-01 Applicability

The purpose of this section is to establish land use and design regulations for major data processing and hosting facilities to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

Exception. The provisions of this section shall not apply to any major data processing and hosting development that has submitted a building permit, received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-430-02 Setback and Separation

14-430-02-A. Any structures, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-430-02-B. The distances above shall be measured from the closest edge of the structure, storage building, equipment or appurtenance.

14-430-02-C. No major data processing and hosting facility shall be located within 500 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the major data processing and hosting facility and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-430-03 Buffer and Screening

14-430-03-A. A major data processing and hosting facility shall provide a minimum buffer yard of one hundred (100) feet in width along any property line that abuts a lot zoned for residential use or occupied by a residential use. A high-impact screen, as defined and required by Section 14-503, shall be installed and maintained along all such property lines. In addition to the requirements of Section 14-503, the quantity of required plant materials within the buffer yard shall be increased by twenty-five (25) percent.

14-430-03-B. All substations, electrical yards, switch yards, mechanical yards, battery energy storage systems, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-430-04 Parking.

14-430-04-A. Parking Setback and Screening. Off-street parking areas located adjacent to a public or private street right-of-way shall be set back a minimum of fifty (50) feet from the edge of the right-of-way. Such parking areas shall be screened from view from the right-of-way by one or a combination of the following: (1) buildings; (2) a berm with a minimum height of three (3) feet in combination with plant materials; or (3) a

combination of buildings, berms, and plant materials. All required screening shall be installed and maintained in accordance with Section 14-503.

14-430-04-B. Minimum Off-Street Parking Requirement. All major data processing and hosting facilities shall provide a minimum of 1.5 off-street parking spaces per employee based on the maximum number of employees present on a single shift.

14-430-05 Architectural and design requirements

14-430-05-A. All major data processing and hosting buildings including all primary facilities, support structures and ancillary buildings shall be constructed of similar building materials from the same color and materials palette.

14-430-05-B. All buildings identified in paragraph A above shall comply with the following:

1. **Architectural Materials.** A minimum of 40% of front and street-side facades and a minimum of 20% of side and rear facades shall be comprised of at least two of the following elements. Percentages are calculated as the total building façade area and can be comprised of any combination of the following architectural materials.

    a. Exterior colors, finishes and materials other than the primary color or smooth cast-concrete. Acceptable materials may include metal composite panels, stone, wood, brick, glass block, tile, cast metal, cast, split-face CMU, cultured stone, textured or patterned concrete panels, other forms of masonry panel* or similar as determined by the Community Development Director.

    b. Windows or glazing (windows may be transparent, opaque or spandrel glass).

    c. Architectural grilles and/or decorative screens.

2. **Building Design Elements.** Front and streetside facades shall include at least four of the following elements for every 500 linear feet of building facade. Side and rear facades shall include at least two of the following elements for every 500 linear feet of building facade.

    a. Louvered or vertical sunshades
    b. Awnings or canopies
    c. Pilasters or columns distributed evenly across the facade
    d. Water table consisting of masonry that extends at least 3 feet above the
    e. Ground
    f. Articulated columns
    g. Embedded linear glow or accent lighting
    h. Building projections of greater than 5 feet in depth, evenly distributed across the facade
    i. Change in roofline height or angle such as a butterfly roof, curved roofline, parapet, or shed roof
    j. Modulated building heights 5 feet or greater
    k. Accentuated building entrance including multistory windows, and entrance canopies or trellises, and clerestory windows
    l. Horizontal roofline banding

14-430-06 Lighting

All exterior lighting associated with a major data processing and hosting use shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-430-07 Noise and maintenance requirements

14-430-07-A. All noise generated by a major data processing and hosting facility and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

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14-430-07-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration.** Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.
2. **Testing Hours.** Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.
3. **Noise Attenuation.** Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.
4. **Recordkeeping.** The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.
5. **Operational Limitations.** Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.

14-430-08 Cooling System

All major data processing and hosting facilities shall utilize closed-loop cooling systems or other cooling technologies that achieve equivalent or lower water consumption. Cooling-related water demand shall not exceed the maximum capacity the City determines is available to serve the facility.

14-430-09 Community Benefit Agreement Requirement for Incentives

14-430-09-A. Applicability. Any major data processing and hosting facility that receives, applies for, or seeks approval of any local, state, or federal economic development incentive, including but not limited to tax abatement, tax increment financing, community improvement district assistance, transportation development district assistance, Chapter 100 financing, state tax credits, utility incentives, infrastructure assistance, or other public financial assistance, shall be required to enter into a Community Benefit Agreement (CBA) with the City as a condition of approval of such incentive.

14-430-09-B. Purpose. The purpose of the Community Benefit Agreement is to ensure that projects receiving public financial assistance provide measurable benefits to the community that are proportional to the public investment.

14-430-09-C. Community Benefit Agreement Requirements. The Community Benefit Agreement shall be approved by the City Council and may include, but is not limited to, commitments related to:

1. Workforce development, apprenticeship programs, and skilled trade training opportunities;

2. Local hiring goals and recruitment efforts for City residents;

3. Partnerships with local educational institutions, including internships, scholarships, curriculum support, or workforce training programs;

4. Contributions toward public infrastructure improvements;

5. Environmental sustainability measures exceeding the minimum requirements of this Article;

6. Community grants, charitable contributions, or support for public facilities and programs;

7. Digital inclusion initiatives, technology education programs, or other programs that enhance community access to technology; and

8. Any other public benefits determined by the City Council to advance the health, safety, welfare, and economic prosperity of the community.

14-430-09-F. Failure to Comply. Failure to comply with the terms of an approved Community Benefit Agreement may constitute a violation of this Article and may result in enforcement actions authorized by this Code, in addition to any remedies provided in the incentive agreement or Community Benefit Agreement.

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14-430-10 Neighborhood Meeting

14-430-10-A. Neighborhood Meeting Requirement A neighborhood meeting is required for all proposed major data processing and hosting facilities prior to the submission of any discretionary development application, including but not limited to special use permits, rezoning requests, or site plan approvals.

14-430-10-B. Notification Radius The applicant shall provide written notification of the neighborhood meeting to all property owners of record located within 1 mile of the boundaries of the subject property.

14-430-10-C. Notification Method and Timing

- The notices shall be mailed no fewer than 15 days prior to the date of the neighborhood meeting.
- The notice shall include the date, time, location, and purpose of the meeting; a brief description of the proposed data center; and contact information for the applicant or project representative.

14-430-10-D. Posting of Signs

- The applicant shall post one or more public notice signs on the subject property.
- Signs must be of the standard size and format required by the City for development-related public notices.
- Signs must be clearly visible from adjacent public streets and posted at least 15 days prior to the neighborhood meeting.
- The signs shall state the date, time, location, and purpose of the neighborhood meeting.

14-430-10-E. Proof of Notification Prior to application acceptance, the applicant shall provide:

- A list of all property owners notified;
- A copy of the mailed notice;
- An affidavit of mailing; and
- Photographic evidence showing the posted signs.

Sec. 14-430-11 Decommissioning and Site Restoration

14-430-11-A. Decommissioning Required. A major data processing and hosting facility that ceases operations for a continuous period of twelve (12) months shall be considered abandoned and shall be decommissioned in accordance with this Section, unless an extension is approved by the City upon demonstration of a good-faith effort to resume operations.

14-430-11-B. Decommissioning Plan. Prior to the issuance of a building permit, the property owner shall submit a preliminary Decommissioning Plan prepared by a qualified professional. The plan shall describe the method and timeline for removing the facility and restoring the site for future industrial or commercial use.

14-430-11-C. Minimum Plan Requirements. The Decommissioning Plan shall include, at a minimum:

1. Removal of all data center equipment, including servers, racks, batteries, generators, transformers, cooling equipment, fuel storage systems, telecommunications equipment, and associated mechanical and electrical systems;
2. Removal of all hazardous materials and disposal in accordance with applicable federal, state, and local regulations;
3. Removal of above-ground structures and foundations to a minimum depth of three (3) feet below finished grade, unless the City determines that specific improvements may remain to support future industrial development;
4. Removal of security fencing, screening, signage, and other accessory structures not intended for reuse;
5. Stabilization and grading of disturbed areas to prevent erosion and drainage impacts;
6. Restoration of the site to a condition suitable for future industrial or commercial redevelopment, including preservation or restoration of access drives, utility connections, stormwater facilities, and other infrastructure that may support future development; and
7. An estimated cost of decommissioning prepared by a qualified professional.

14-430-11-D. Financial Assurance. The City may require the owner to provide financial assurance in a form acceptable to the City, including but not limited to a bond, irrevocable letter of credit, escrow account, or other security, to guarantee completion of decommissioning activities.

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14-430-11-E. Completion of Decommissioning. All decommissioning activities shall be completed within twelve (12) months following abandonment of the facility, unless an extension is approved by the City.

14-430-11-F. Site Condition Upon Completion. Upon completion of decommissioning, the site shall be left in a clean, safe, and stable condition suitable for future industrial or commercial occupancy and redevelopment. The Decommissioning Plan shall identify the improvements proposed to remain on the site, including the principal building, parking areas, utility infrastructure, stormwater facilities, and access drives, and shall describe the actions necessary to ensure such improvements remain functional and marketable for future users. The intent of this Section is to facilitate the adaptive reuse of the building and site by requiring the removal of data center-specific equipment and infrastructure while preserving the improvements necessary to support future industrial or commercial operations.

14-430-12 Application Process

14-430-12-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Sec. 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan.** A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of the City Code.
2. **Water Usage and Mitigation Plan.** A report prepared by a qualified engineer that evaluates the proposed water usage associated with the major data processing and hosting facility and demonstrates compliance will applicable provisions of the City Code.
3. **Energy Usage and Mitigation Plan.** A report prepared by a qualified engineer that evaluates the proposed energy usage associated with the major data processing and hosting facility and mitigates any potential impacts to current rate payers.
4. **On Site Emissions.** A report prepared by a qualified engineer that evaluates all proposed on site emissions associated with the major data processing and hosting facility and demonstrates compliance with all applicable provisions of state, federal and City Code.
5. **Displacement and Environmental Justice Impact.** A study evaluating whether the proposed major data processing and hosting facility would disproportionately affect nearby residents, businesses, or historically disadvantaged communities through increased environmental burdens, redevelopment pressure, or displacement.
6. **Detailed Site Plan.** A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.
7. **Preliminary Storm Water Studies.** A preliminary storm water study prepared by a qualified engineer that addresses existing condition assessment, hydrologic and hydraulic analysis and proposed stormwater management approach.
8. **Civil Site Layout.** A civil site layout by a qualified design professional that clearly depicts the location of water service lines, sanitary sewer service lines, storm sewer and flood control facilities, impacts to the road network, and all necessary municipal utility extensions. The facility shall follow all codes and permit requirements of the City of Independences Code of Ordinances and the Design and Construction Manual.
9. **Building Elevations.** Elevation drawings prepared by a licensed architect that depict all exterior building facades and demonstrate compliance with the architectural standards set forth in this Section.
10. **Photometric Plan.** A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.
11. **Preliminary Decommissioning Plan.** A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.

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12. **Ownership Disclosure.** The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in major data processing and hosting project, including developer, shell companies, data processing and hosting operators, and financers.
13. **Waste Heat/Ventilation.** All external ventilation on structures associated with the major data processing and hosting facility should be designed in a manner that does not result in waste heat, or heat generated as a byproduct of major data processing and hosting operations, adversely impacting adjacent properties. Exhausts, chimneys, and other sources of waste heat should be designed in a manner that directs waste heat away from adjacent properties.

14-430-12-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

14-430-13 Ongoing Compliance and Reporting

14-430-13-A. The operator shall submit an annual compliance report to the City in a form and manner acceptable to the City, which shall, at a minimum, include the following:

1. Noise monitoring data demonstrating compliance with applicable City Code requirements;
2. Documentation verifying continued operation of required cooling systems;
3. Records demonstrating ongoing landscape installation and maintenance in accordance with approved plans and applicable standards;
4. Maintenance and operations plan for all on-site required stormwater facilities.
5. Generator testing logs, including dates, duration, and confirmation of compliance with applicable operational limitations.

14-430-13-B. The City shall have the right to conduct inspections of the site at reasonable times and upon reasonable notice, or without notice in the event of an emergency or suspected violation, as necessary to verify compliance with this Section and all applicable provisions of the City Code.

14-430-14 Violations and Enforcement

Failure to comply with the requirements of this Section or any conditions of approval shall constitute a violation of this Chapter and may subject the permit holder to enforcement action, including, but not limited to, suspension or revocation of the Special Use Permit, as provided by applicable law.

14-430-15 Modifications

Any expansion or substantial modification of a major data processing and hosting facility, including but not limited to alterations to mechanical systems, power infrastructure, or site configuration, shall be subject to review and approval in accordance with the requirements of this Chapter.

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14-431 BATTERY ENERGY STORAGE SYSTEMS (BESS)

14-431-01 Applicability

The purpose of this section is to establish land use and design regulations for battery energy storage systems (BESS) to ensure compatibility with surrounding uses, protect nearby residential areas, and promote high-quality site and building design.

14-431-01-A. This Article shall apply to all utility-scale battery energy storage systems and Battery Storage Buildings, except as excluded below.

14-431-01-B. Residential battery systems serving a single-family, duplex, townhouse, or multifamily dwelling and installed in accordance with adopted building and fire codes shall be exempt from the requirements of this Article.

14-431-01-C. Accessory battery energy storage systems serving commercial or industrial uses with a total capacity of less than 600 kWh shall comply with applicable building and fire codes and shall be exempt from the requirements of this Article.

14-431-01-D. The provisions of this section shall not apply to any battery energy storage system development that has submitted a building permit or received final site plan approval, a preliminary development plan, a master development plan, or other applicable development approval or authorization prior to the effective date of this section. This exception shall include any approved phased development, including subsequent phases, buildings, structures, improvements, final site plans, and building permits that are contemplated by and consistent with the approved development plan. Such developments may proceed in accordance with the terms, conditions, and approved development entitlements in effect at the time of the original approval.

14-431-02 Setback and Separation

14-431-02-A. Any structure, equipment/appurtenance, including but not limited to auxiliary systems, inverters, transformers, and substation, shall maintain a minimum setback of one hundred (100) feet.

14-431-02-B. The distances above shall be measured from the closest edge of the battery enclosure, container, storage building, equipment or appurtenance.

14-431-02-C. No BESS facility shall be located within 100 feet of land used for residential use or for public activity purposes such as schools, parks/recreation, playgrounds, daycare, nursing home, hospitals, and religious assembly, whether said use is located within the City or outside of the City. The distance between the BESS facility and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.

14-431-02-D. The Independence Fire Department may require additional setbacks based upon site-specific hazards identified through the Hazard Mitigation Analysis.

14-431-03 Buffer and Screening

14-431-03-A. Any property containing a BESS facility shall provide a buffer yard with a minimum width of fifty (50) feet along any property line that abuts a lot zoned or used for residential use. A high-impact screen, as defined and required in Section 14-503, shall be installed and maintained along all such property lines. The quantity of plant materials required within the buffer yard shall be increased by twenty-five percent (25%) above the minimum standards established in Section 14-503.

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14-431-03-B. All substations, electrical yards, mechanical yards, and any other exterior equipment or appurtenances shall be fully screened from view from any adjacent public street, private street, trail, or park. Screening shall be provided in a manner consistent with Section 14-503 and maintained in good condition so as to remain effective at all times.

14-431-04 Fencing and Security

14-431-04-A. A BESS facility shall be fully enclosed by a minimum seven (7) foot high, non-scalable, solid wall. The required wall shall be located outside of all applicable zoning district setback areas. Walls shall be constructed of either decorative concrete masonry units with a split-face or other textured finish, or concrete tilt-up panels incorporating architectural treatments such as reveals, patterns, and/or trim lines to provide visual articulation. All fencing and/or enclosure components shall comply with applicable provisions of NFPA 70.

14-431-04-B. When required for sound attenuation, a wall that is an integral component of a large-scale battery energy storage system may exceed the maximum fence or wall height otherwise permitted. However, under no circumstances shall such a fence or wall exceed the maximum height allowed in the zoning district.

14-431-04-C. No equipment or appurtenances—including but not limited to auxiliary systems, inverters, transformers, and substations—shall exceed the height of the screening wall unless a line-of-sight analysis demonstrates that the wall height is sufficient to fully screen such equipment and appurtenances.

14-431-04-D. All gates shall be secured except during maintenance or emergency access.

14-431-04-E. Facilities shall include warning signage identifying:

1. Emergency contact information;
2. Hazardous voltage warnings;
3. Fire department access points; and
4. Emergency shutdown procedures.

14-431-05. Landscaping

14-431-05-A. No landscaping is required on the interior side of the screen wall regardless of the percentage of landscape open space required.

14-431-05-B. The minimum required open space, as required by this development ordinance, shall be limited to the perimeter landscaping surrounding the perimeter screening wall or fence.

14-431-06 Parking

14-431-06-A. For BESS facilities that are regularly occupied by employees or contractors, off-street parking shall be provided at a rate of one and one-half (1.5) parking spaces for each employee based on the maximum number of employees present during any single shift. In no case shall fewer than three (3) off-street parking spaces be provided.

14-431-06-B. For unoccupied sites, a minimum of three (3) parking spaces shall be provided.

14-431-06-C. All parking areas, fire access roads, and drive aisles shall be surfaced with asphalt or concrete and constructed in accordance with the standards of Section 14-501 and Chapter 20 of the City Code.

14-431-07 General Development Standards

14-431-07-A. All Battery Energy Storage Systems shall comply with applicable editions of:

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1. International Fire Code (IFC);
2. International Building Code (IBC);
3. National Electrical Code (NEC);
4. NFPA 855 Standard for the Installation of Stationary Energy Storage Systems;
5. NFPA 68 – Standard on Explosion Protection by Deflagration Venting
6. NFPA 69 – Standard on Explosion Prevention Systems
7. Component certifications (UL 1973 for batteries, UL 1741 for inverters)
8. UL 9540 and UL 9540A testing requirements; and
9. Any additional requirements imposed by the Independence Fire Department.

14-431-07-B. The BESS operator shall maintain all required permits and inspections throughout the life of the facility.

14-431-08 Lighting

All exterior lighting associated with a BESS facility shall be designed, installed, and maintained in full compliance with the standards set forth in Section 14-508 of this Code.

14-431-09 Noise and maintenance requirements

14-431-09-A. All noise generated by a BESS and any associated or ancillary uses, equipment, or operations shall comply at all times with the applicable noise standards set forth in Chapter 7 of the City Code.

14-431-09-B. All on-site generators shall comply with the following requirements:

1. **Testing Duration.** Routine testing and maintenance operation of generators shall not exceed a total of ten (10) hours per calendar month, per generator.
2. **Testing Hours.** Routine testing and maintenance shall occur only between the hours of 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding federal holidays.
3. **Noise Attenuation.** Generators shall be enclosed within a sound-attenuating enclosure or wall designed to minimize noise impacts and ensure compliance with Chapter 7 of the City Code.
4. **Recordkeeping.** The property owner or operator shall maintain a generator testing log documenting dates, times, and duration of all testing and maintenance activities. Such log shall be submitted annually to the Director as part of the required compliance report and made available upon request.
5. **Operational Limitations.** Except for routine testing, maintenance, or initial commissioning, generators shall be operated solely for backup or emergency purposes.

14-431-10 Hazard Mitigation Analysis

14-431-10-A. A Hazard Mitigation Analysis shall be prepared in accordance with the adopted IFC and NFPA 855 and submitted to the Independence Fire Department.

14-431-11 Emergency Response Plan

14-431-11-A. An Emergency Response Plan (ERP) shall be prepared in accordance with the adopted International Fire Code (IFC) and NFPA 855. Prior to issuance of any building permit, the final ERP shall be submitted to and approved by the Independence Fire Department.

14-431-11-B. The operator of a BESS facility shall update the Emergency Response Plan upon any material modification to the facility or its operations.

14-431-12 Decommissioning Plan and Financial Assurance

14-431-12-A. Prior to the issuance of any building permit, the applicant shall submit a Decommissioning Plan. The plan shall identify the anticipated removal of equipment and restoration of the site upon abandonment, discontinuation of operation, or the end of the facility's useful life.

14-431-12-B. Minimum Requirements. The decommissioning plan shall include:

1. Identification of the property owner, facility owner, and facility operator.
2. A description of the facility, the Battery Energy Storage System and its principal components, total storage capacity, number and type of battery containers and expected operational life of the facility.
3. A narrative describing the proposed decommissioning process, removal procedures and recycling and disposal.
4. Identification of all structures, equipment, foundations, utilities, fencing, and appurtenances proposed to be removed.
5. A description of site restoration activities, including grading, stabilization, revegetation, and repair of disturbed areas.
6. A description of how materials will be reused, recycled, or disposed of in accordance with applicable laws and regulations.
7. The plan shall include a detailed third-party estimate of the total cost to decommission the facility and restore the site. The estimate shall assume the City contracts for removal by a third-party contractor, include mobilization, transportation, disposal, recycling, environmental remediation, site restoration, permitting, engineering, and administrative costs, and Be expressed in current dollars.

14-431-12-C. The decommissioning plan shall be reviewed every five (5) years for the purpose of updating the costs for decommissioning and, if applicable, updating the financial assurance identified below.

14-431-12-D. Financial Assurance.

1. Prior to the issuance of any building permit, the applicant shall submit financial assurance in the form of a surety bond, irrevocable letter of credit, or an equivalent financial assurance mechanism to guarantee that funds are available to cover all costs associated with activities identified in the Decommissioning Plan.
2. **Annual Verification of Financial Assurance.** The owner shall submit proof annually that all required financial assurance remains valid and in force. Failure to provide such documentation shall constitute a zoning violation and may result in suspension or revocation of permits.
3. The financial assurance shall remain in effect until the City determines that decommissioning has been satisfactorily completed.

14-431-12-E. Abandonment. A Battery Energy Storage System shall be deemed abandoned upon the occurrence of any of the following:

1. Failure to maintain electrical interconnection for twelve (12) consecutive months.
2. Failure to store, transmit, or discharge electricity for twelve (12) consecutive months.
3. Written notice by the owner indicating intent to cease operations.
4. Revocation of required permits without corrective action.
5. Bankruptcy or dissolution of the facility owner without an approved successor operator.

The City may require documentation demonstrating continued operation of the facility.

14-431-12-F. Decommissioning Trigger

1. Decommissioning activities shall commence within one hundred eighty (180) days following abandonment.

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2. All decommissioning activities shall be completed within twelve (12) months unless extended by the City for good cause.
3. The City may approve phased decommissioning when portions of a facility remain operational.

14-431-12-G. Site Restoration. Following removal of the facility, the site shall be restored to a safe and stable condition, including the removal of debris, stabilization of disturbed areas, restoration of drainage patterns and establishment of vegetative cover where appropriate.

14-431-12-H. Certification of Completion. Upon completion of decommissioning activities, the owner shall submit:

1. A certification from a qualified third-party contractor that all required decommissioning activities have been completed.
2. Documentation demonstrating proper recycling or disposal of battery materials.
3. Documentation of site restoration.
4. Any environmental reports required by the City.

The City shall inspect the site and determine whether the decommissioning requirements have been satisfied prior to release of financial assurance.

14-431-13 Application Process

14-431-13-A. Additional Submittal Requirements for Special Use Permit. The applicant shall submit the materials required by Section 14-703 and, in addition, the following:

1. **Noise Impact Assessment and Mitigation Plan.** A report prepared by a qualified acoustical engineer that evaluates all existing and proposed noise sources associated with the data center and demonstrates compliance with all applicable provisions of the City Code.
2. **Detailed Site Plan.** A site plan prepared by a qualified design professional that clearly depicts the location and layout of all buildings, structures, mechanical equipment, substations, screening elements, fencing, access points, and required buffer areas, and demonstrates compliance with this Section.
3. **Building Elevations.** Elevation drawings prepared by a licensed architect that depict all exterior building facades.
4. **Photometric Plan.** A photometric plan prepared by a qualified professional that illustrates all proposed exterior lighting levels and fixtures and demonstrates compliance with the lighting standards of Section 14-508.
5. **Operations and Maintenance Plan.**
6. **Preliminary Hazard Mitigation Analysis.** A report prepared by a qualified professional that evaluates potential hazards associated with a Battery Energy Storage System and demonstrates compliance with the requirements of this Article.
7. **Preliminary Emergency Response Plan.** A preliminary Emergency Response Plan prepared by a qualified professional that demonstrates compliance with the requirements of this Article.
8. **Preliminary Decommissioning Plan.** A preliminary Decommissioning Plan prepared by a qualified professional that addresses the requirements of this Article.
9. **Ownership Disclosure.** The application shall disclose the identity of parties in interest to the public that shall include the name of all companies involved in battery energy storage project, including developer, shell companies, operators, and financers.

14-431-13-B. Notwithstanding the requirements set forth in subsection (A) above, all applicable technical studies required under Section 14-700-06 shall also be submitted and shall govern to the extent applicable.

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14-431-13-C. The battery energy storage system shall follow all codes and permit requirements of the City of Independence Code of Ordinances and the Design and Construction Manual.

14-431-14 Annual Compliance Certification

14-431-14-A. The owner or operator of a Battery Energy Storage System (BESS) facility shall submit an annual compliance certification, prepared and signed by a qualified professional engineer licensed in the State of Missouri, certifying that:

1. The facility is being operated and maintained in substantial compliance with all approved plans, permits, and conditions of approval;
2. All required safety, monitoring, and emergency shutdown systems are fully operational and functioning as designed;
3. Fire detection, fire suppression, and other fire protection systems have been inspected and maintained in accordance with applicable codes, manufacturer specifications, and the approved Emergency Response Plan;
4. Emergency contact information on file with the City is current and accurate; and
5. No material modifications, expansions, or operational changes have occurred without prior approval from the City, where such approval is required.

14-431-14-B. The annual compliance certification shall be submitted to the City no later than thirty (30) days following the anniversary date of the facility's commencement of operations, unless otherwise approved by the City.

14-431-14-C. The City may conduct inspections of the facility, upon reasonable notice to the owner or operator, to verify compliance with the provisions of this Article, approved plans, permit conditions, and applicable codes and regulations.

14-431-14-D. Failure to submit the required annual certification or to maintain compliance with the requirements of this Article may constitute a violation subject to enforcement actions authorized by this Code.

14-431-15. Ownership/Operator Changes

14-431-15-A. If ownership of the property, the Battery Energy Storage System (BESS) facility, or the facility operator changes, all project approvals shall remain valid, provided the successor owner or operator assumes in writing all obligations associated with the project, including compliance with all conditions of approval, the approved Decommissioning Plan, and the requirements of this Article, and provides updated financial assurance as required herein.

The successor owner or operator shall provide written notice to the City of the ownership or operational change within thirty (30) days of the effective date of the transfer. Such notice shall include documentation demonstrating the assumption of all project obligations and updated financial assurance.

Failure to provide the required notice and documentation within thirty (30) days shall render all project approvals null and void. Any request to reinstate a voided approval shall be subject to the same application, review, and approval procedures required for a new BESS facility under this Article.

Sec. 14-431-16 Violations

Failure to comply with this Article shall constitute a violation of the Unified Development Ordinance and may result in revocation of approvals, issuance of citations, or other remedies authorized by law.

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14-200 USE GROUPS AND CATEGORIES

14-200-05 Commercial use group

14-200-05-W. Data Processing and Hosting. Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services or application hosting; provide application services provisioning or may provide general timeshare mainframe facilities to clients. An example is a data center.

1. **Data Processing and Hosting, Accessory. A data processing and hosting use that is incidental and subordinate to the principal use of the property and is intended primarily to support the operations of the principal use or occupant. An accessory data processing and hosting use shall not be operated as a standalone commercial data processing and hosting business or provide hosting or data processing services to third parties as its primary function.**
2. **Data Processing and Hosting, Small. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Small Data Processing and Hosting Facility has a maximum electrical demand of less than 2.5 megawatts (MW).**
3. **Data Processing and Hosting, Major. A principal use consisting of one or more buildings or portions of buildings that provide infrastructure for data processing, storage, networking, cloud computing, artificial intelligence, or hosting services, including associated equipment and supporting systems. A Major Data Processing and Hosting Facility has a maximum electrical demand of 2.5 megawatts (MW) or greater.**

14-200 USE GROUPS AND CATEGORIES

14-200-06 Industrial use group

14-200-06-A. Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, including associated battery management systems, inverters, transformers, switchgear, utility interconnections, fire suppression equipment, and accessory equipment.

14-200-06-B. Utility-Scale Battery Energy Storage System. A Battery Energy Storage System with a total energy capacity exceeding 600 kWh and intended primarily to provide power to the electrical grid or wholesale energy markets.

14-200-06-C. Accessory Battery Energy Storage System. A Battery Energy Storage System serving an on-site principal use or renewable energy system.

14-200-06-D. Battery Storage Building. A structure containing one or more Battery Energy Storage Systems.

14-301 OFFICE AND COMMERCIAL DISTRICTS

14-301-03 Uses

14-301-03-A.Use Table. Uses are allowed in O and C zoning districts in accordance with Table 301-1, below.

14-301-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 301-1 lists the groups, categories and types allowed in one or more O/C districts.

14-301-03-C.Permitted Uses. Uses identified with a "P" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-301-03-D.Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of the Table, and all other applicable standards of this development ordinance.

14-301-03-E.Special Uses. Uses identified with an "S" in Table 301-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-301-03-F.Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-301-03-G.Use Standards. The "use standards" column of Table 301-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table

P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed

Use Category *Specific use type*	Zoning District					Use Standards
	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Construction Services						
No outdoor storage of equipment or materials	—	—	P	P	P	
With outdoor storage of equipment and materials	—	—	—	—	C	14-503
Data Processing and Hosting, Small				**C**	**C**	**14-429**
Drive-Through Facility	—	—	P	P	P	

14-302 INDUSTRIAL DISTRICTS

14-302-03 Uses

14-302-03-A.Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C.Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D.Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E.Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F.Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G.Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table

P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed

Use Category *Specific use type*	Zoning District			Use Standards
	B-P/PUD	I-1	I-2	
Battery Energy Storage System	**S**	**S**		**14-431**
Data Processing and Hosting**, Small**	~~**P**~~ **C**	~~**P**~~ **C**	—	**14-429**
Data Processing and Hosting, Major	—	**S**	—	**14-430**

14-400 ACCESSORY USES AND STRUCTURES

14-400-13 Data Processing and Hosting Facility, Accessory

14-400-13-A. Applicability. This section applies to any accessory data processing and hosting facility, whether new or retrofitted, located within or attached to any principal structure.

14-400-13-B. Location. An accessory data processing and hosting facility shall be permitted wherever the principal use is permitted.

14-400-13-C. Enclosed Building. All accessory data-processing and hosting facilities must be fully contained within a completely enclosed building.

14-400-13-D. Adopted Codes. An accessory data processing and hosting facility shall comply with all applicable provisions of the City's adopted building, fire, electrical, and mechanical codes. All installations, equipment, and related improvements shall be reviewed, permitted, and inspected in accordance with the requirements of the City.

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Planning Commission Minutes

July 14, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 7/14/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. 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, Jose Torres, Michael Young. Absent - .

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.

1. **Planning Commission Minutes – June 23, 2026**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-125-04 – Rezoning/PUD – 19901 E. M-78 Highway** – A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approve a preliminary development plan.

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
Cindy Lombardo, 1617 N. Glenview Court, stated she was representing the church. She stated it is a wonderful church and that members have expressed a need for child care services. She believes the proposed day care would be a great opportunity for local families. She stated the facility would serve fewer than 100 children.

Public Comments

Stephen Newby, 1005 NW Crestwood Drive, Grain Valley, stated he was representing the nearby Beacon Heights Church. He stated the church did not oppose the proposed day care use. He asked whether a future property owner would be required to return for a public hearing if they wanted to change the use allowed under the Planned Unit Development (PUD).

Mr. Glaser explained that the PUD application only permits the additional land use requested in this case. He stated that if a future proposal sought to change the approved use or otherwise modify the development beyond what is permitted, a separate application and review process could be required, depending on the nature of the proposal.

Motion
Commissioner Dan O'Neill made a motion to approve the case with conditions as outlined by staff. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-400-78 – Short-Term Rental – 12808 E. 47th Ter Ct S** – A request to operate a Short-Term Rental at the property.

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.

Applicant Comments
Elaina Gurung, 12808 E. 47th Terrace Court S., stated she conducted a trial short-term rental during June and July for the FIFA World Cup. She stated she remitted transient guest taxes, completed the required inspections, complied with City licensing requirements, utilized a noise monitoring system, and communicated expectations to guests through Airbnb. She stated the experience has gone well and has been a positive opportunity.

Commissioner Nesbitt asked whether Ms. Gurung owned the entire duplex or only one side. Ms.

Gurung stated she owns one side of the duplex and that the adjoining property owner was aware of the short-term rental.

Commissioner Young asked whether Ms. Gurung resided at the property. Ms. Gurung stated she currently resides elsewhere.

Public Comments

Jermaine Wilson, 4746 S. Union Avenue, stated he was representing the Voorheis Vale Board of Directors and Homeowners Association. He stated the HOA opposed the request, citing noise complaints during the trial period and conflicts with the HOA's governing documents.

Jennita Gray, 4743 S. Union Avenue, stated she was the HOA Co-Chairperson. She stated the community is primarily made up of senior citizens and families and that residents value the neighborhood's character. She stated the HOA approved the short-term rental only as a temporary arrangement during the FIFA event and opposed making it permanent due to concerns about noise and preserving the residential nature of the neighborhood. She added additional residents were present in support of the HOA's position, although they did not wish to speak individually.

Valerie Martin, 4738 S. Union Avenue, stated she purchased her home with the understanding that the neighborhood would remain residential. She stated she supports maintaining the community's character and following the HOA's governing documents.

Ms. Gurung stated the property utilizes a noise monitoring system and that the adjoining property owner has her contact information. She stated this was the first time she had heard of any noise complaints and wished those concerns had been brought directly to her. She explained the monitoring system notifies her of elevated noise levels and other activity so she can address issues if they arise.

Commissioner Nesbitt asked whether Ms. Gurung wished to withdraw her application or proceed. Mr. Arroyo clarified that the Planning Commission does not enforce HOA covenants, which are private matters between the property owner and the HOA. He stated the

Commission's role is limited to the City's zoning regulations and that the applicant is responsible for complying with any HOA requirements. He also confirmed that if the request were denied, the applicant could submit a new application in the future.

Ms. Gurung stated she preferred to postpone consideration of the application while addressing the HOA's concerns.

Mr. Scannell suggested postponing the case indefinitely rather than withdrawing it so the applicant would not have to submit a new application or pay another application fee if she wished to return after working with the HOA. Ms. Gurung agreed with the recommendation.

Motion

Commissioner Eric Ashbaugh made a motion to postpone the case indefinitely. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-400-80 – Short-Term Rental – 1215 E. South Ave** – A request to operate a Short-Term Rental at the property.

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 and noted the applicant was not in attendance.

Public Comments
No public comments.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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3. **Case 26-175-03 – UDO Amendment #80 – Data Centers & Battery Energy Storage Systems (BESS)** – A request to amend the Unified Development Ordinance relating to Data Centers and Battery Energy Storage Systems.

Staff Presentation
Community Development Director Tom Scannell presented UDO Amendment No. 80, establishing regulations for data processing and hosting facilities (data centers) and battery energy storage systems (BESS). He stated the proposed amendment creates modern, use-specific standards to provide clear expectations for applicants while protecting surrounding neighborhoods, infrastructure, public safety, and the general welfare. He explained the amendment establishes regulations for accessory, small, and major data centers based on facility size and intensity, including zoning restrictions, setbacks, buffering, landscaping, noise, lighting, generator testing, cooling systems, annual compliance reporting, decommissioning requirements, and public notification. He stated the proposed definitions are based on the function and intensity of the facility rather than specific technologies, allowing the regulations to remain flexible as technology evolves. He further explained the amendment creates new standards for utility-scale battery energy storage systems, including setbacks, buffering, screening, emergency response planning, compliance with applicable fire and building codes, annual certifications, financial assurance, and decommissioning requirements. He stated the proposed regulations are intended to provide predictable review standards while supporting economic development and protecting the community.

Commissioner Nesbitt asked how the proposed regulations would be enforced, whether the City has adequate staffing to investigate complaints, how the regulations would apply to existing accessory data centers, and whether vacant buildings could be converted into small data centers. Mr. Scannell stated Community Development, along with other City departments, would enforce the regulations, including investigating noise complaints and monitoring compliance with applicable standards. He explained the accessory data center regulations would apply going

forward and that accessory facilities serving a principal use would not require a Special Use Permit. He further explained that vacant buildings could potentially be repurposed as small data centers if they complied with all applicable zoning, performance, building, fire, and safety requirements. Mr. Scannell stated the proposed regulations include standards related to noise, lighting, generator testing, cooling systems, landscaping, annual compliance reporting, and decommissioning. He also noted the current approved data center project is exempt from the proposed ordinance because it received approvals prior to its adoption, although many similar requirements were incorporated into its development agreement.

Commissioner Ashbaugh asked about long-term maintenance of required landscaping and clarification of the proposed 500-foot separation requirement. Mr. Scannell stated required landscaping must be maintained and is subject to inspection and enforcement if concerns are reported. He explained the proposed 500-foot separation would be measured from property line to property line between a data center and protected uses such as residential properties, schools, hospitals, parks, and similar uses.

Commissioner Young recommended several revisions to the proposed amendment, including requiring Small and Major Data Processing & Hosting facilities to provide financial assurance for decommissioning similar to Battery Energy Storage Systems, requiring parking that meets the City's standard UDO requirements to better accommodate future reuse, increasing the neighborhood meeting notice from 15 days to 30 days with notices sent by certified mail, and clarifying that only projects with an issued building permit prior to the effective date of the ordinance would be exempt from the new regulations.

Commissioner Ashbaugh asked about building height limitations and underground construction. Mr. Scannell explained that major data centers would be subject to the I-1 zoning district regulations, which do not establish a maximum building height, and that underground data centers would not be permitted because they are only allowed within the I-1 zoning district, not the Underground Zoning District.

Chairwoman Wiley asked about the distinction between small and major data centers, utility capacity, the purpose of the proposed amendment, the duration of the moratorium, and whether the ordinance represented an appropriate balance between protecting the public while remaining supportive of economic development. She also expressed concern that the proposed amendment appeared to have been developed too quickly and asked whether additional time would be beneficial before adopting the regulations. Mr. Scannell explained the amendment establishes regulations where none currently exist, balances economic development with public health, safety, and welfare, and was developed after reviewing best practices from other communities. He stated the IPL Director was comfortable with the proposed 2.5-megawatt threshold for small data centers and that requiring closed-loop cooling systems would help preserve the City's water supply. Mr. Scannell stated the moratorium remains in effect for 180 days or until the regulations are adopted, noted the Unified Development Ordinance can be amended in the future as circumstances change, and stated staff believed the proposed amendment was ready for consideration.

Commissioner Nesbitt asked about the operation of closed-loop cooling systems, screening

requirements, disposal of water from cooling systems, and the process for future amendments to the Unified Development Ordinance. Mr. Arroyo explained cooling equipment is typically located outdoors but must comply with applicable screening requirements, and that disposal of water would be subject to applicable environmental regulations.

In response to Commissioner Ashbaugh's question, Mr. Scannell noted the Unified Development Ordinance is regularly amended as needed and that amendment requests may be initiated by staff, citizens, elected officials, or the Planning Commission.

Commissioner Nesbitt asked whether small data centers would require public notification and whether there were any pending Battery Energy Storage System applications. Mr. Scannell explained small data centers would not require a Special Use Permit or public notification if they met the ordinance requirements. He further stated the City does not currently have any Battery Energy Storage System applications but has discussed the concept with Independence Power & Light and is proposing the regulations proactively.

Public Comments

Daniel Morehead, 716 N. Blue Mills Road, stated he was representing the Independence Guard Alliance. He expressed support for establishing regulations for data centers but recommended additional study before adopting the proposed amendment. He stated the ordinance should further distinguish between different types of data centers, incorporate additional performance standards, and require projects without issued building permits to comply with the new regulations. He also expressed concern that the proposed amendment exempted projects with pending applications and stated he had previously submitted recommended ordinance language for the City's consideration.

Commissioner Comments

Commissioner Nesbitt requested additional discussion regarding Mr. Morehead's comments about future use of generators. Mr. Scannell explained residential generators are subject to the City's permitting and inspection requirements but are not specifically regulated under the proposed amendment. Commissioner Nesbitt expressed concern about potential future noise impacts and suggested the City continue monitoring emerging technology.

Chairwoman Wiley asked whether the Planning Commission could postpone consideration of the proposed amendment to allow additional study. Mr. Scannell explained the Planning Commission's options under the Unified Development Ordinance were to recommend approval, approval with modifications, or denial, and that any recommendation would be forwarded to the City Council for final consideration.

Chairwoman Wiley asked Commissioner Young to summarize his proposed amendments for the record. Commissioner Young restated his proposed changes, and Mr. Scannell summarized the amendments to confirm staff's understanding.

Commissioner Nesbitt stated he supported several of the proposed changes but believed additional study was needed before making a recommendation.

Motion

Commissioner Michael Young made a motion to make the following changes to the proposed UDO:

1. Revise the Small and Major Data Processing & Hosting regulations to match the Battery Energy Storage System (BESS) financial assurance requirements, including requiring a bond or irrevocable letter of credit for decommissioning.
2. Require new Small and Major Data Processing & Hosting facilities to provide parking that meets the City's standard UDO requirements to better accommodate future reuse if the facility is decommissioned.
3. Increase the neighborhood meeting notice for Major Data Processing & Hosting facilities from 15 days to 30 days and require notices to be sent by certified mail.
4. Clarify that only projects with an issued building permit prior to the effective date of the ordinance are exempt from the new regulations; projects with pending applications must comply with the updated UDO requirements.

Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion failed Yes 1, No 6, Abstained 0.

ROUNDTABLE - NEXT MEETING JULY 28, 2026

ADJOURNMENT

The meeting was adjourned at 8:11 p.m.

INFO ONLY - CASE WITHDRAWN

Case 26-400-52 – Short-Term Rental – 12305 E 46th Ter S – A request to operate a Short-Term Rental at the property.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-073 **1R** An ordinance amending ordinance #19723 by repealing and replacing the previously approved legal descriptions for Parcel 1 of the Annual Neighborhood Sanitary Sewer Project (Project No 302004-1). **1R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will revise the legal descriptions of the Temporary Construction Easements (TCE) and General Utility Easements (GUE) for Parcel 1 on the 2024 Sanitary Sewer Project (No. 302004-). These changes better accommodate the current property owner's intended future use of the property.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Easement Revision Ordinance - 2024 Neighborhood SS - 302004-1

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE #19723 BY REPEALING AND REPLACING THE PREVIOUSLY APPROVED LEGAL DESCRIPTIONS FOR PARCEL 1 OF THE ANNUAL NEIGHBORHOOD SANITARY SEWER PROJECT (PROJECT NO.302004-1), REVISED TO ACCOMMODATE THE PROPERTY OWNERS FUTURE INTENDED USE OF THE PARCEL; AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of annual Neighborhood Sanitary Sewer Project (No. 302004-1), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation, and maintenance of improved Neighborhood Sanitary Sewer Project (No. 302004-1) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, and general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks, storm sewers, and sanitary sewers together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Parcel 1

GENERAL UTILITY EASEMENT:
That part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, described by the Trustee's Deed recorded as instrument number 2014E0039168, as

recorded at the Jackson County, Missouri Recorder of Deeds office, and being further described as follows:
Commencing at a point on the east right-of-way line of South Osage Street at the southwest corner of said Lot 2; thence along said east right-of-way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36’25” West, and a chord length of 98.97 feet, to the intersection of said east right-of-way line and the south line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554, at said Recorder of Deeds office; thence along said south line, North 82°21’47” East, 150.11 feet, to the Point of Beginning.
Thence from the Point of Beginning, continuing along said south line, North 82°21'47" East, 16.21 feet; thence leaving said south line, South 19°16'38" East, 127.67 feet; thence South 50°50'42" East, 68.63 feet; thence South 37°25'24" West, 15.01 feet; thence North 50°50'42" West, 81.06 feet, to a point on the west line of the tract described by said Trustee’s Deed; thence along said west line, North 18°47'58" West, 53.26 feet; thence continuing along said west line, North 15°30'25" West, 41.50 feet; thence leaving said west line, North 19°16'38" West, 33.92 feet, to the point of beginning and contains 3,375 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT:

That part of Lots 2 and 3, SOUTH OSAGE ACRES, a subdivision in the City of Independence, Missouri, described by the Trustee’s Deed recorded as instrument number 2014E0039168, as recorded at the Jackson County, Missouri Recorder of Deeds office, and being further described as follows:
Commencing at a point on the east right-of-way line of South Osage Street at the southwest corner of said Lot 2; thence along said east right-of-way line, along a curve to the right, having a radius of 910.91 feet, a curve length of 99.02 feet, a chord bearing of North 12°36’25” West, and a chord length of 98.97 feet, to the intersection of said east right-of-way line and the south line of an existing Sewer Easement recorded as instrument number 1988I0845953, in Book I-1804, Page 554, at said Recorder of Deeds office; thence along said south line, North 82°21’47” East, 150.11 feet, to a point hereinafter referred to as Point “A”, the Point of Beginning.
Thence from the Point of Beginning, leaving said south line, South 19°16'38" East, 33.92 feet, to a point on the westerly line of the tract described by said Trustee’s Deed; thence along said westerly line, South 85°45'23" West, 8.28 feet; thence leaving said westerly line, North 19°16'38" West, 33.41 feet, to a point on the south line of said existing Sewer Easement, said point hereinafter referred to as Point “B”; thence along said south line, North 82°21'47" East, 8.17 feet, to the Point of Beginning and contains 269 square feet, more or less.
And
Commencing at the aforementioned Point “A”, thence along the south line of said existing Sewer Easement, North 82°21'47" East, 16.21 feet, to the Point of Beginning.
Thence from the Point of Beginning, continuing along said south line, North 82°21'47" East, 16.34 feet; thence leaving said south line, South 19°16'38" East, 119.85 feet; thence South 50°50'42" East, 71.63 feet; thence South 37°25'24" West, 48.83 feet, to a point on the west line of the tract described by said Trustee’s Deed; thence along said west line, North 59°36'30" West, 49.66 feet; thence continuing along said west line, North 18°47'58" West, 47.81 feet; thence leaving said west line, South 50°50'42" East, 81.06 feet; thence North 37°25'24" East, 15.01 feet;

thence North 50°50'42" West, 68.63 feet; thence North 19°16'38" West, 127.67 feet, to the Point of Beginning and contains 4,855 square feet, more or less.
And
Commencing at the aforementioned Point "B", thence North 19°16'38" West, 15.31 feet, to a point on the north line of said existing Sewer Easement, the Point of Beginning.
Thence from the Point of Beginning, North 19°16'38" West, 3.97 feet; thence North 70°43'22" East, 31.88 feet; thence South 19°16'38" East, 10.54 feet, to a point on the north line of said existing Sewer Easement; thence along said north line, South 82°21'47" West, 32.55 feet, to the Point of Beginning and contains 231 square feet, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of temporary construction easements and general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such temporary construction easements and general utility easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____DAY OF _____, 2026, 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:

26-074 **1R** An ordinance authorizing the acceptance of a Mutual Aid Agreement in the amount of $450,000.00 from KC2026 for Law Enforcement Assistance provided by the Independence, MO Police Department during the FIFA World Cup Events held in Kansas City, Missouri; appropriating the necessary funds in the Police Department Grant Fund; authorizing the acceptance of future change orders, extension, amendments or addendums for additional funding or time extensions for the same project, and authorizing certain future appropriations. **1R**

Recommendations:

Council approval is recommended.

Background:

The FIFA World Cup Grant Program (FWCGP) was established by the One Big Beautiful Bill Act (2025) and provides for federal funding to enhance security and preparedness for the 2026 KC World Cup events. The Missouri Department of Public Safety has received an award under the FWCGP and has passed through 100% of the grant funds to KC2026 as the Host City Committee Task Force for Kansas City. KC2026 requested mutual aid assistance from various surrounding law enforcement agencies to provide police services conducted during the FIFA World Cup Tournament held in June and July 2026. The Independence Police Department agreed to provide such assistance by entering into a Mutual Aid Agreement with KC2026. The Agreement indicates that reimbursement will be made up to $450,000.00 for overtime worked in support of FIFA events.

Emergency Justification:

Fiscal Impact:

Revenue up to $450,000.00 will be appropriated to the Grant Fund, account 015-3219-FIFA. Expenditures up to $450,000.00 will be appropriated to the Grant Fund, account 0154550-5102-FIFA. No local match is required.

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance for KC2026 World Cup Mutual Aid Agreement Funding
2. Independence_Mutual Aid Payment Agreenment -fully executed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A MUTUAL AID AGREEMENT IN THE AMOUNT OF $450,000.00 FROM KC2026 FOR LAW ENFORCEMENT ASSISTANCE PROVIDED BY THE INDEPENDENCE, MO POLICE DEPARTMENT DURING THE FIFA WORLD CUP EVENTS HELD IN KANSAS CITY, MISSOURI; APPROPRIATING THE NECESSARY FUNDS IN THE POLICE DEPARTMENT GRANT BUDGET; AUTHORIZING THE ACCEPTANCE OF FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING OR TIME EXTENSIONS FOR THE SAME PROJECT, AND AUTHORIZING CERTAIN FUTURE APPROPRIATIONS.

WHEREAS, the Independence, Missouri Police Department was asked to participate in and assist with the FIFA World Cup events being held in the Kansas City, Missouri area, and;

WHEREAS, the Independence, Missouri Police Department entered into a Mutual Aid Agreement with KC2026, a nonprofit corporation serving as the Host City Committee Task Force for Kansas City, and;

WHEREAS, the City has been informed that $450,000.00 is available to reimburse the City for law enforcement overtime while assisting with FIFA World Cup events, and;

WHEREAS, the City Council does wish to accept the agreement and related funding to receive reimbursement for overtime worked at FIFA World Cup events by the Independence, Missouri Police Department;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the Mutual Aid Agreement from KC2026 in the amount of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00) to receive reimbursement for law enforcement overtime worked during FIFA World Cup events in Kansas City, Missouri; a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for 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 3. 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.

SECTION 4. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00) from Increased Estimated Revenues from this Mutual Aid Agreement with KC2026.

PASSED THIS _____ DAY OF_____, 2026, 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 & Administration
City of Independence, Missouri

Mutual Aid Payment Agreement

This Mutual Aid Payment Agreement, dated as of [05/18/2026] (this "**Agreement**"), is entered into between the undersigned governmental [Independence Missouri Police Department] ("**Responder**"), and KC2026, a Missouri nonprofit corporation ("**KC2026**", and together with Responder, the "**Parties**", and each, a "**Party**").

RECITALS

Responder has entered into an Agreement (the "**Mutual Aid Agreement**") to provide mutual aid and assistance to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026 as follows:

Name of Contracting Jurisdiction: Independence Missouri Police Department

Title and Description of Mutual Aid Agreement: Mutual Aid assistance for various

Required police services conducted during the FIFA World Cup Tournament.

KC2026 desires to reimburse Responder for the compensation for mutual aid assistance under the Mutual Aid Agreement as set forth in this Agreement.

The FIFA World Cup Grant Program ("**FWCGP**") was established by the One Big Beautiful Bill Act (2025) and provides for federal funding to enhance security and preparedness for the 2026 FIFA World Cup™ events.

The Missouri Department of Public Safety (the "**SAA**") has received an award under the FWCGP and will pass through 100% of the grant funds to KC2026 as the Host City Committee Task Force for Kansas City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Responder intends to provide the following under the Mutual Aid Agreement:

   No. Officers: 150

   Date(s): Duration of the World Cup Tournament (June 11-July 19, 2026)

   No. Lodging Rooms and Dates: N/A

   Total Expected Hours of Service: 3000 total work hours

2. Responder shall pay its employees for the mutual aid assistance provided according to its prevailing law, rules and regulations or other agreements. Responder agrees to comply with all federal, state, and local laws and regulations in providing mutual aid services.

3. Within thirty (30) days following the conclusion of the period of mutual aid and assistance, the Responder shall provide to KC2026 documentation via email at the following email

address: _____: (a) certification in the Form attached as Exhibit A, (b) reimbursement cover sheet in the form provided by KC2026, and (c) documentation of reimbursed expenses, including the following, as applicable, invoice/receipts, purchase order, proof of payment (including paycheck stubs), timesheets, employee sign-in sheets and other proof of services rendered. Responder shall provide such other reasonable documentation requested by KC2026. Responder acknowledges and agrees that it will not submit expenses for reimbursement if such expenses have not been or will not be submitted by Responder for reimbursement under another program or grant. Responder agrees to provide to the SAA, the FEMA Administrator or any of their authorized representatives to access any books, documents, papers and records of the Responder which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

4. KC2026 agrees to provide the following to the Responding Agency:

(a) KC2026 will provide lodging for Responder officers while performing duties. KC2026 will provide one meal to Responder officers during their shift.

(b) Maximum Hourly Reimbursement Rate for Services Provided*: $150/hour

* Responder acknowledges that the hourly reimbursement rate includes mileage and cost of meals not provided by KC2026.

(c) Responder acknowledges that KC2026 will reimburse Responder only for those expenses eligible for reimbursement under the FWCGP and approved for reimbursement by the SAA and FEMA.

(d) The total amount payable under this agreement will not exceed $450,000 (the "**Total Fees**")

5. KC2026 is responsible only for providing meals and lodging for mutual aid officers and the reimbursement of eligible expenses up to the Total Fees, as described herein. Responder shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel in performing services under the Mutual Aid Agreement, and KC2026 will not be liable for any claims relating to or arising out of the services provided by Responder under the Mutual Aid Agreement.

6. Responder will notify KC2026 if there is any change in its expected performance under the Mutual Aid Agreement. Upon a default by Responder of its obligations under the Mutual Aid Agreement or this Agreement, KC2026 may immediately terminate this Agreement and Responder will not be entitled to receive payment for services that were not completed or are unacceptable to KC2026.

7. In accordance with the terms of the FWCGP, the Parties agree that the terms and conditions set forth in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and incorporated herein by reference, apply to the extent applicable to this Agreement, including the following:

a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment

Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

i. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

iii. Withholding for unpaid wages and liquidated damages —

1. Withholding process. The SAA may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

b. A contracting agency for its reprocurement costs;

c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

d. A contractor's assignee(s);

e. A contractor's successor(s); or

f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

iv. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

v. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4. Informing any other person about their rights under CWHSSA or this part.

c. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

f. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

i. All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

ii. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the im-migration status of any individual: 1) sending such information to, or re-questing or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

iii. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

iv. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

v. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

vi. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

vii. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the re-quirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

viii. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

g. John S. McCain National Defense Authorization Act of Fiscal Year 2019. Recipients, subrecipients, and their contractors and subcontractors are sub-ject to the prohibitions described in section 889 of the John S. McCain Na-tional Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

h. Procurement of Recovered Materials. States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

i. Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS). As a condition of this agreement, Responder must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.) Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

j. Employment of Unauthorized Aliens. Pursuant to Section 285.530.1 RSMo, Responder assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, 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, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees.

8. This Agreement may not be modified or amended except by a written instrument signed by the Parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. This Agreement will be terminated automatically if the Mutual Aid Agreement is terminated prior to services being performed. This Agreement may be terminated by KC2026 upon written notice to Responder, to be effective as of the date set forth in the notice. KC2026 may terminate this Agreement for cause if Responder breaches or fails to comply with any of its obligations under this Agreement. KC2026 will only be obligated to pay Responder's reasonable, documented, allowable and undisputed Total Fees incurred prior to the termination date.

10. All notices other communications under this Agreement shall be in writing and shall be delivered to the Parties (with a copy thereof sent for information purposes to the e-mail addresses appearing below) by personal delivery, first class mail, or by nationally recognized overnight courier service that maintains records of delivery to the address set forth below, or to such other address as either Party may designate from time to time:

a. If to KC2026:

KC2026
1100 Walnut, Suite 1800
Kansas City, MO 64106
Attn: Lindsey Douglas, COO
Email: ldouglas@kansascityfwc26.com

b. If to Responder:

Independence Missouri Police Department

17221 E. 23rd Street

Independence, MO 64057

Attn: Jennifer Schatz

Email: jschatz@indepmo.org

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In the event that any signature is delivered by electronic transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

KC2026

By: Lindsey Douglas

Name: Lindsey Douglas

Title: Chief Operations Officer

Date: 6/15/2026

RESPONDER:

By:

Name: Douglas Brinkley

Title: Chief of Police

Date: 5/18/26

Exhibit A
Reimbursement Request Certification

Date: _____

Requesting Agency Name:	
Amount Requested:	
Period of Request:	

The undersigned certifies that the expenses identified on the attached cover sheet and submitted for reimbursement to KC2026 under the Mutual Aid Payment Agreement were incurred during the period set forth above and are true, complete and accurate. The identified expenses have not been and will not be reimbursed to the requesting entity by another funding source.

_____
Name:
Title:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-075 **1R** An ordinance approving a Preliminary Development Plan for the property located at 136 E. White Oak Street in District R-30/PUD (High Density Residential/Planned Unit Development) in Independence, Missouri. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend **APPROVAL** of this Preliminary Development Plan, for property located at 136 E. White Oak Street, with the following conditions:

1. The front building setback will be 25 feet from the White Oak Street right-of-way. Rear buildings will set 10 feet from the north alley. Side yard setbacks will be 5 feet. All structures will have 10 feet of separation.
2. The propsosed residential units will be 360-square feet in area.
3. The Community Services League, the owner of this lot and the abutting lot with a parking lot, will insure use the parking lot, for development's residents, with a recorded deed.
4. Due to the constraints of the site, no detention basin will be required. The use of BMP's and landscaping to reduce runoff from the site should be adhered to.
5. Show all exisiting easements and right of way on all plats and plans.
6. Show any new easements for water, sanitary sewer, and other utilities on the plat and plans.
7. Please review sanitary sewer service lateral layout with Municipal Services before completing the final drawings.
8. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

A second to the motion was made by Commissioner Ashbaugh. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – No

Commissioner Ashbaugh – No

Commissioner Wiley – Yes

Commissioner O'Neil – Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Torres - Abstain

The motion passed 4-2 and such, this application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

A request by the Community Services League to approve a revised Preliminary Development Plan for property at 136 E. White Oak Street.

Current Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)		
Current Use:	Community Gardens	**Proposed Use:**	Tiny Homes
Acreage:	0.2867-acres	**Building Square Footages:**	360-square feet

Property History:

The CSL property at 136 E. White Oak Street corresponds to Lot 16 of the McCoy Addition, which was platted on April 5, 1852. The McCoy Addition consists of 17 lots situated along the north side of White Oak Street east of Main Street and along the east side of Main Street for two blocks to the north. Lots 4 through 15 are owned by Second Baptist Church, which has maintained a presence in the area for approximately 153 years. Lots 16 and 17, located on White Oak Street, have not contained single-family residences for several decades. For the past decade, the proposed development site has been utilized by the city as a community garden. In January 2026, the city transferred the property to CSL for the purpose of advancing the proposed project.

Proposal:

Community Services League intends to construct the development of nine tiny homes on the White Oak Garden property located at 136 E. White Oak Street. The 360 square foot homes will

be rented to people currently experiencing homelessness and who are in CSL supported programs. The Community Services League will be the owner, will identify renters, provide leases and maintain the property. Rent will be collected by CSL, and it will be financially responsible for electric, water, cable, lawn service, snow removal and any other required service.

Physical Characteristics of Property:

The site, a generally flat property, was the former location of the City's community garden. The grassy property has an assortment of cider block planters surrounded by a six-foot-tall black chain-link fence.

Characteristics of the Areas:

The area, once a dense neighborhood of single-family homes, has many vacant lots, mostly zoned for commercial and high-density residential uses. The property across the street to the south and adjacent to the transit center, is vacant but it is slated to be the site of a new National Parks Service office and visitor's center, which is currently on hold pending funding by the Federal government. To the west lies a historic church, the Second Baptist Church. Flanking the east and north sides is the Community Services League's facility and parking lot.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

This plan could contribute to the Strategic Plan by building new housing units to fill a market need.

Comprehensive Plan Tools and Policies for the Current Designation:

One of the Comprehensive Plan Guiding Principles is to "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multifamily development throughout the community."

Sub-Area Plans:

The area is in the Downtown Redevelopment Area (but outside the Historic Square Plan area).

Zoning:

District R-30/PUD (High Density Residential/Planned Unit Development) allows: multiple-family housing, home-based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

This is an infill location. All utilities are available in adjacent rights-of-way. The units will be separately metered for power.

Trash Collection:

Residents will take their trash to the dumpster at the CSL location at 404 N. Noland Road.

Floodplain/Stream Buffer/Stormwater:

The property is neither in a floodplain nor near a stream, requiring accompanying stream buffer zones. The impermeable surfaces will drain onto, and be absorbed into, the surrounding green spaces.

Building Plans:

Nine proposed buildings will be arranged in clusters of three units straddling the walkway that extends from White Oak Street northward to the CSL parking lot. The small, 360-square foot, one-story units will be 12 feet by 30 feet. The units will have 132-square-foot living/dining rooms, small 50-square-foot kitchens, 50-square-foot bathrooms and 120-square-foot bedrooms.

Building Elevations:

The units will have pitched roofs that will extend out over a porch and small porch landing. The front elevations will have two windows and a door. The deep left elevations will be blank, but the right elevations will have a small window. The rear elevation will have a window and the HVAC unit.

Streets, Sidewalks and Parking Lots:

No half-street improvements are required. Curbing and a public sidewalk are already in place. Pedestrian access into the property will be from the public sidewalk. Walkways to the individual units will branch from the main walkway going northward through the property. The Community Services League, being the owner of this lot and the abutting lot to the north and east with a large parking lot, will provide any parking needed by residents.

Landscaping and Screening:

The lot will have two street trees at the southeast and southwest corners of the property and two additional trees spaced up the east property line. Twelve shrubs will extend back, in groups of three, from the central sidewalk and five will be up front near the right-of-way.

CIP Investments:

The city does not have any capital improvement projects planned near this area.

REVIEW CRITERIA:

Recommendations and decisions for the proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**

   The Comprehensive Plan reflects this land use and will "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multifamily development throughout the community."

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

   Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.

3. **The nature and extent of Common Open Space in the PUD.**

   The project's open spaces are the area five to ten feet wide between the buildings, the five feet between the buildings and the side and rear property lines, and the twenty-five feet by the right-of-way.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *The Community Services League will manage and maintain the property. They have no intention of selling any units or buildings to residents.*
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**

   Given the relative size of the residential units, there appears to be an adequate number of open spaces around the buildings.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**

   This proposed project is not expected to adversely affect the street network in the vicinity of the project. Given this project's scale, the development will have few externalities.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**

The development is in an area surrounded by churches, social service agency, and transportation uses and does not intrude into nearby single-family areas.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *As stated above, the development will not intrude on nearby residential neighborhoods and traffic impacts, given the size of the development, will be minimal.*
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

Due to the project's design, that all the buildings are located on one parcel and given the square footages of the buildings involved, it is not possible to develop the project through any means other than through the Planned Unit Development (PUD) process.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

This project will be constructed in a single phase, and the entire development is proposed to be under one ownership.

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
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-810-01
2. Staff Report 26-810-01
3. Application_Redacted
4. Cover Letter_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Notification Affidavit
9. Plat
10. Elevations Tiny House Plan
11. White Oak Tiny House Plan
12. Comprehensive Plan
13. Zoning Map
14. Planning Commission Meeting Minutes 06.09.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 136 E. WHITE OAK STREET IN DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Community Services League, requesting approval of a Preliminary Development Plan in District R-30/PUD (High Density Residential/Planned Unit Development) for property located at 136 E. White Oak Street 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 Preliminary Development Plan 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 public hearings for the consideration of the request on June 9, 2026, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 4-2; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Preliminary Development Plan was consistent with the review criteria in Section 14-703-05; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; 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 Preliminary Development Plan of the said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That a Preliminary Development Plan is hereby approved in District R-30/PUD (High Density Residential/Planned Unit Development) on the following legally described tracts of real estate:

McCoy Addition—Lot 16 & half vacation lying north and adjacent

SECTION 2. That the following conditions apply:

1) The front building setback will be 25 feet from the White Oak Street right-of-way. Rear buildings will set 10 feet from the north alley. Side yard setbacks will be 5 feet. All structures will have 10 feet of separation.
2) The propsosed residential units will be 360-square feet in area.
3) The Community Services League, the owner of this lot and the abutting lot with a parking lot, will insure use the parking lot, for development's residents, with a recorded deed.
4) Due to the constraints of the site, no detention basin will be required. The use of BMP's and landscaping to reduce runoff from the site should be adhered to.
5) Show all exisiting easements and right of way on all plats and plans.
6) Show any new easements for water, sanitary sewer, and other utilities on the plat and plans.
7) Please review sanitary sewer service lateral layout with Municipal Services before completing the final drawings.
8) This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

SECTION 3. That the development shall be in accordance with the attached Preliminary Development Plan and building elevations as described in the staff report.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably 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 are 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 the 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 _____, 2026, 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

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: June 9, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: White Oak Planned Unit Development

CASE NUMBER/REQUEST: **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak –** A request to approve a Preliminary Development Plan for The Cottages at White Oak.

APPLICANTS/OWNER: Community Services League- Donna Bradford

PROPERTY ADDRESS: 136 E. White Oak Street

SURROUNDING ZONING/LAND USE:

North: C-2…Communtiy Services League Parking Lot
East: C-2…Communtiy Services League Building
South: C-2 and R-30/PUD…The Ride Transit Center
West: R-30/PUD…Second Baptist Church

PUBLIC NOTICE:

- Letters to adjoining property owners – May 15, 2026
- Public Notice published in the The Independence Examiner – May 23, 2026
- Signs posted on property – May 21, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 6, 2026 and the public hearing/second reading on July 20, 2026.

RECOMMENDATIONS

Staff recommends **APPROVAL** of this Preliminary Development Plan request.

1. The front building setback will be 25 feet from the White Oak Street right-of-way. Rear buildings will set 10 feet from the north alley. Side yard setbacks will be 5 feet. All structures will have 10 feet of separation.
2. The propsosed residential units will be 360-square feet in area.
3. The Community Services League, the owner of this lot and the abutting lot with a parking lot, will insure use the parking lot, for development's residents, with a recorded deed.
4. Due to the constraints of the site, no detention basin will be required. The use of BMP's and landscaping to reduce runoff from the site should be adhered to.
5. Show all exisiting easements and right of way on all plats and plans.
6. Show any new easements for water, sanitary sewer, and other utilities on the plat and plans.
7. Please review sanitary sewer service lateral layout with Municipal Services before completing the final drawings.

8. This preliminary development plan has not been reveiwed for final engineering design compliance. All development engineering must be desgined in accordance with City of Independence standards and specification prior to approval of the final development plan.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to approve a Preliminary Development Plan for The Cottages at White Oak

Current Zoning: R-30/PUD (High Density Residential/Planned Unit Development)

Current Use: Vacant Land

Proposed Use: Tiny Homes

Zoning History
1965 – 1980: R-4 (Apartments)
1980 - 2009: R-4 (High Density Residential)
2009 - Present: R-18/PUD (High Density Residential /Planned Unit Development)

Property History:
The CSL property at 136 E. White Oak Street corresponds to Lot 16 of the McCoy Addition, which was platted on April 5, 1852. The McCoy Addition consists of 17 lots situated along the north side of White Oak Street east of Main Street and along the east side of Main Street for two blocks to the north. Lots 4 through 15 are owned by Second Baptist Church, which has maintained a presence in the area for approximately 153 years. Lots 16 and 17, located on White Oak Street, have not contained single-family residences for several decades. For the past decade, the proposed development site has been utilized by the City as a community garden. In January 2026, the City transferred the property to CSL for the purpose of advancing the proposed project.

Proposal:
Community Services League intends to construct the development of nine tiny homes on the White Oak Garden property located at 136 E. White Oak Street. The 360 square foot homes will be rented to people currently experiencing homelessness and who are in CSL supported programs. The Community Services League will be the owner, will identify renters, provide leases and maintain the property. Rent will be collected by CSL, and it will be financially responsible for electric, water, cable, lawn service, snow removal and any other required service.

Physical Characteristics of Property:
The site, a generally flat property, was the former location of the City's community garden. The grassy property has an assortment of cider block planters surrounded by a six-foot tall black chain-link fence.

Characteristics of the Areas:
The area, once a dense neighborhood of single-family homes, has many vacant lots, mostly zoned for commercial and high-density residential uses. The property across the street to the south and adjacent to the transit center, is vacant but it is slated to be the site of a new National Parks Service office and visitor's center, which is currently on hold pending funding by the Federal government. To

the west lies a historic church, the Second Baptist Church. Flanking the east and north sides is the Community Services League's facility and parking lot.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:
This plan could contribute to the Strategic Plan by building new housing units to fill a market need.

Comprehensive Plan Tools and Policies for the Current Designation:
One of the Comprehensive Plan Guiding Principles is to "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."

Sub-Area Plans:
The area is in the Downtown Redevelopment Area (but outside of the Historic Square Plan area).

Zoning:
District R-30/PUD (High Density Residential/Planned Unit Development) allows; multiple-family housing, home based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening.

Historic and Archeological Sites:
There are no apparent historic or archeological issues with this property.

Public Utilities:
This is an infill location. All utilities are available in adjacent rights-of-way. The units will be separately metered for power.

Trash Collection:
Residents will take their trash to the dumpster at the CSL location at 404 N. Noland Road.

Floodplain/Stream Buffer/Stormwater:
The property is neither in a floodplain nor near a stream requiring accompanying stream buffer zones. The impermeable surfaces will drain onto, and be absorbed into, the surrounding green spaces.

Building Plans:
Nine proposed buildings will be arranged in clusters of three units straddling the walkway that extends from White Oak Street northward to the CSL parking lot. The small, 360-square foot, one-story units will be 12 feet and 30 feet deep. The units will have 132-square-foot living/dining rooms, small 50-square-foot kitchens, 50-square-foot bathrooms and 120-square-foot bedrooms.

Building Elevations:
The units will have pitched roofs that will extend out over a porch and small porch landing. The front elevations will have two windows and a door. The deep left elevations will be blank, but the right elevations will have a small window. The rear elevation will have a window and the HVAC unit.

Streets, Sidewalks and Parking Lots:
No half-street improvements are required. Curbing and a public sidewalk are already in place. Pedestrian access into the property will be from the public sidewalk. Walkways to the individual units

will branch from the main walkway going northward through the property. The Community Services League, being the owner of this lot and the abutting lot to the north and east with a large parking lot, will provide any parking needed by residents.

Landscaping and Screening:
The lot will have two street trees at the southeast and southwest corners of the property and two additional trees spaced up the east property line. Twelve shrubs will extend back, in groups of three, from the central sidewalk and five will be up front near the right-of-way.

CIP Investments:
The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions for proposed Preliminary Development Plan must be based on consideration of the criteria listed in Section 14-703-05-H**:**

1. **The consistency with the Comprehensive Plan.**
   The Comprehensive Plan reflects this land use and will "Protect and enhance the viability, livability and affordability of the City's residential neighborhoods while integrating multi-family development throughout the community."

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.

3. **The nature and extent of Common Open Space in the PUD.**
   The project's open spaces are the area five to ten feet wide between the buildings, the five feet between the buildings and the side and rear property lines, and the twenty-five feet by the right-of-way.

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   The Community Services League will manage and maintain the property. They have no intention of selling any units or buildings to residents.

5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
   Given the relative size of the residential units, there appears to be an adequate number of open spaces around the buildings.

6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
   This proposed project is not expected to adversely affect the street network in the vicinity of the project. Given this project's scale, the development will have few externalities.

7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
The development is in an area surrounded by churches, social service agency and transportation uses and does not intrude into nearby single-family areas.

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *As stated above, the development will not intrude on nearby residential neighborhoods and traffic impacts, given the size of the development, will be minimal.*

9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
Due to the project's design, that all the buildings are located on one parcel and given the square footages of the buildings involved, it is not possible to develop the project through any means other than through the Planned Unit Development (PUD) process.

10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project will be constructed in a single phase, and the entire development is proposed to be under one ownership.

EXHIBITS

1. Application
2. Cover Letter
3. Notification letter
4. Addresses
5. Notification Area Map
6. Mailing affidavit
7. PUD Site Plan
8. Elevations
9. Floor Plans

INDEPENDENCE
MISSOURI

Planning and Zoning
Application Form

Community Development
20201 E. Jackson Drive
Independence, MO 64057
(816) 325-7421
cdplanning@indepmo.org

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

The Cottages at White Oak
Project Name

136 E White Oak Independence, MO Lot 16 McCoy's Addition
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
3,240 bldgs 756 sq ft decks	13,840 sq feet	community garden	9 tiny homes

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

Donna Bradford — Name
Community Services Leagu — Company
[redacted] — Address
[redacted] — Phone / Email

Owner

Community Services League — Name / Company
[redacted] — Address
[redacted] — Phone / Email

Architect/Engineer/Surveyor/Other:

Erwin Gard — Name
Gard Horizon LLC — Company
[redacted] — Address
Phone / Email

Architect/Engineer/Surveyor/Other:

Name / Company / Address / Phone / Email

The applicant hereby agrees that the information provided above is accurate.

Donna L Bradford 4.21.2026
Applicant's Signature — Date

Russell Petty, CFO 4-21-2026
Owner's Signature — Date

COMMUNITY SERVICES LEAGUE

Sharing Bess Truman's Legacy of Caring Since 1916

BOARD OF DIRECTORS

Kat Hnatyshyn
Chair

Jonathan Soper
Vice Chair & Treasurer

Tyrel Dawson
Vice Treasurer

Beth Silverstein
Secretary

Jeff Benson
Past Chair

Jason Bergman
Beth Carrick
Cindy Cavanah
Emily Cross
Kelle Gilmore
Chelesy Hanes
Zac Harmon-McLaughlin
Anita Jonas
Corey Long
Brandy Spearman
Michelle Sumstad
Jose "Pepe" Torres
Trevor Wescott
Ginger Williams

President & CEO
Doug Cowan

CORPORATE OFFICE

[redacted]

[redacted]

The Cottages at White Oak

Concept: Community Services League will build 9 tiny homes (360 sq feet) on the White Oak Community Garden Property located at 136 E White Oak. These homes will be available for rent to individuals currently experiencing homelessness and those who are in supported programs at CSL. CSL will retain ownership. As Owner CSL will identify renters, provide leases and maintain the property.

Community Development, Planning & Zoning: CSL will seek approval of the planned unit development from City Council. Each dwelling will collect their own trash and deposit in the dumpster as 404 N Noland Road- CSL. Parking will be provided on the CSL parking lot located on the North end of the property. While the operations are transitional CSL as the Owner/Landlord will maintain the dwelling and provide additional supportive services such as counseling and financial training. Monthly rent will be collected by CSL. CSL will be financially responsible for electric, water, cable, lawn maintenance, snow removal and any other required service.

Legal Description: MC COY ADD---LOT 16 & S 1/2 VAC ALLEY LY N & ADJ

Property Owner Notification Letter
City of Independence, Missouri

Date: 5/15/26 Case No. 26-810-01

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: See Exhibit A attached hereto and incorporated herein

Applicant: Community Services League

Location of Property: 136 E. White Oak Avenue, Independence, MO 64050

Planning Commission Meeting Date: June 9, 2026, at 6:00 p.m.

City Council Meeting Date: July 20, 2026, at 6:00 p.m.

Location of public hearings: Independence Municipal Commons,
20201 E. Jackson Drive
Independence, Missouri, 64057

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.

Donna L Bradford
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

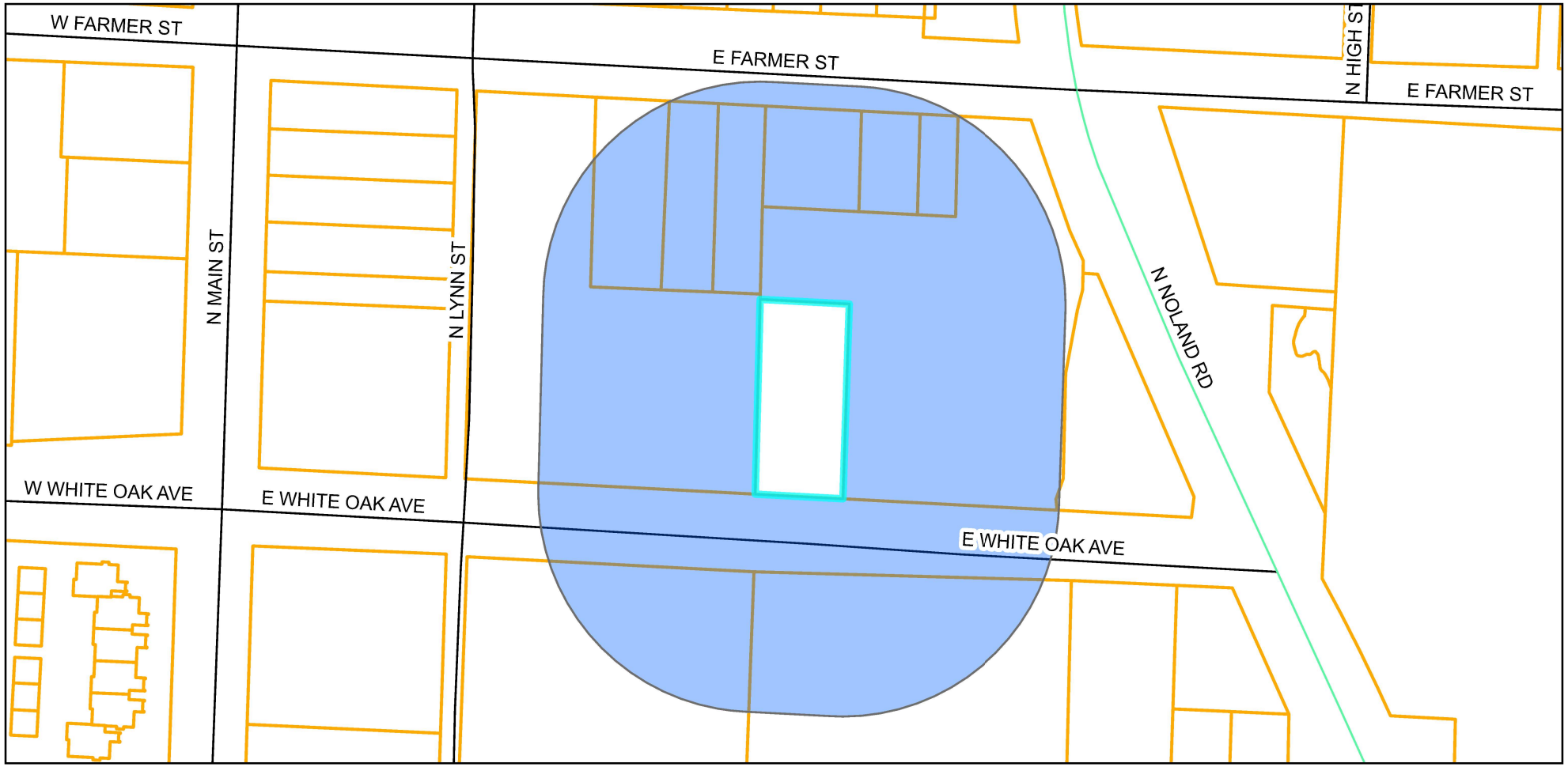
Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
26-220-25-27-00-0-00-000	116 E WHITE OAK ST	SECOND BAPTIST CHURCH OF INDEPENDENCE	116 E WHITE OAK AVE	INDEPENDENCE	MO	64050
26-220-26-15-00-0-00-000	124 E TRUMAN RD	UNITED STATES OF AMERICA	601 RIVERFRONT DR	OMAHA	NE	68102
26-220-25-09-00-0-00-000	127 E FARMER ST	SECOND BAPTIST CHURCH	116 E WHITE OAK ST	INDEPENDENCE	MO	64050
26-220-25-08-00-0-00-000	129 E FARMER ST	ROBINSON NORMAN E & ROXANNE C	131 E FARMER	INDEPENDENCE	MO	64050
26-220-25-07-00-0-00-000	131 E FARMER ST	ROBINSON ROXANNE C & NORMAN E	131 E FARMER	INDEPENDENCE	MO	64050
26-220-25-06-01-0-00-000	135 E FARMER ST	ROBINSON NORMAN E & ROXANNE C	131 E FARMER ST	INDEPENDENCE	MO	64050
26-220-25-20-00-0-00-000	136 E WHITE OAK AVE	CITY OF INDEPENDENCE	INDEPENDENCE MUNICIPAL COMMONS 20201 E. JACKSON DRIVE	INDEPENDENCE	MO	64057
26-220-26-14-00-0-00-000	13910 E TRUMAN RD	KANSAS CITY AREA TRANS AUTH	1200 E 18TH ST	KANSAS CITY	MO	64108
26-220-25-03-00-0-00-000	143 E FARMER ST	NAJARRO ELSA ESTELA	143 E FARMER ST	INDEPENDENCE	MO	64050
26-220-25-02-00-0-00-000	145 E FARMER ST	LOPEZ OLIVIA	3127 MOUNTAIN VIEW RD	BATES CITY	MO	64011
26-210-18-01-01-0-00-000	400 N NOLAND RD	KANSAS CITY AREA TRANS AUTH	1350 E 17TH	KANSAS CITY	MO	64108
26-220-25-26-00-0-00-000	404 N NOLAND RD	COMMUNITY SERVICES LEAGUE OF JACKSON CO	404 N NOLAND RD	INDEPENDENCE	MO	64050

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Notification Area Map

136 E White Oak Ave

Case #26-810-01



Legend

Notification Area

Parcels

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

N

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-810-01

I, W. Benjamin Kasey, 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 15th day of May, 20 26.

Signature of Agent, Owner or Attorney

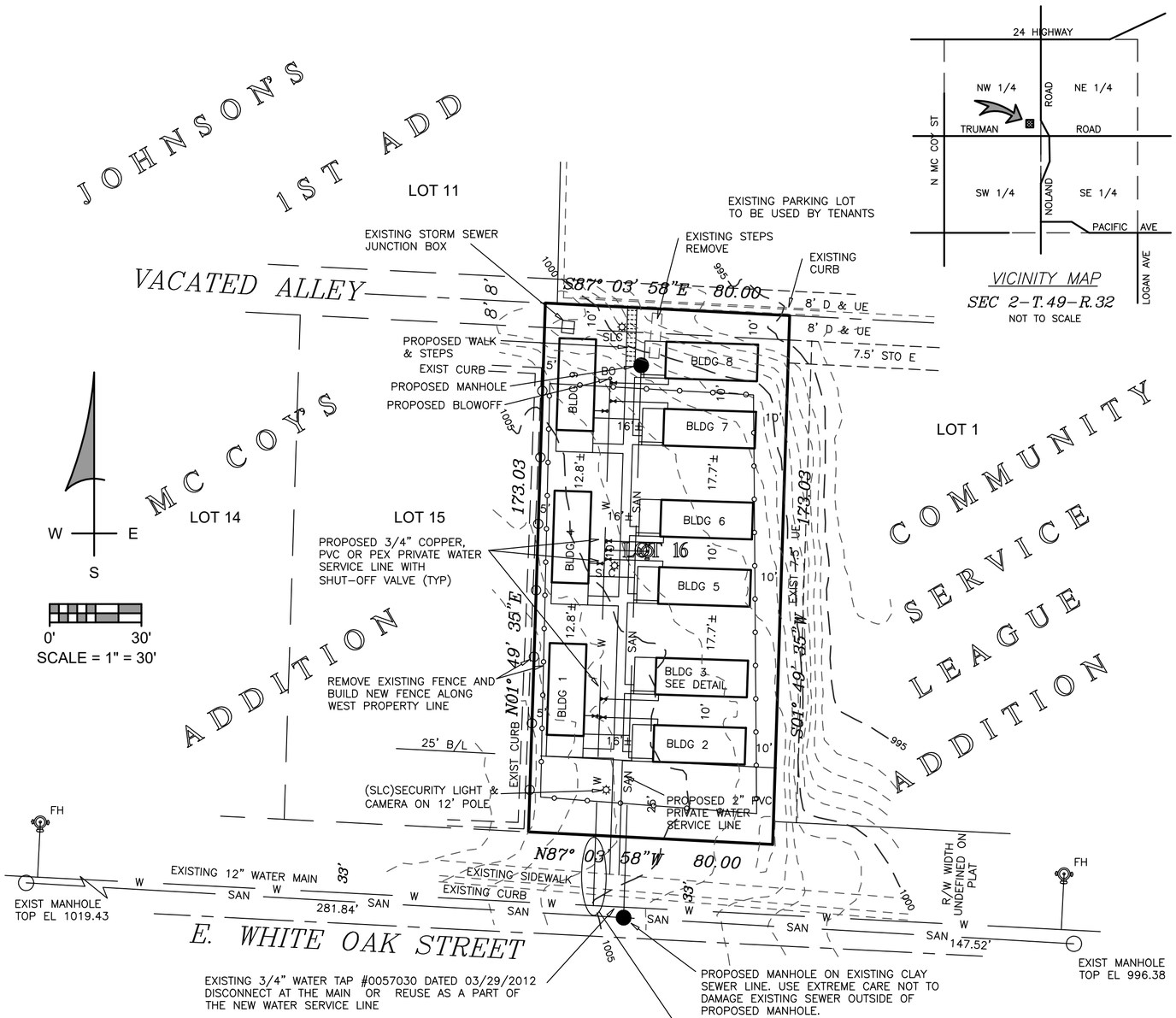
Subscribed and sworn to before me this 15th day of May, 20 26.

Notary Public

Commission Expiration Date

MELISSA N. HARRIS
Comm. Exp. 09/21/2028
NOTARY PUBLIC NOTARY SEAL #20245931
Jackson County
STATE OF MISSOURI

Z:\CAD drawing (from home comp)\CAD Drawings_SUBDIVISION Files\M\McCoy's Add (IN)\McCoy's Add (IN) MASTER.dwg, 5/19/2026 8:51:46 AM, DWG To PDF.pc3



SITE PLAN

VICINITY MAP
SEC 2-T.49-R.32
NOT TO SCALE

PROPERTY DESCRIPTION:

CONTAINING 13,840 SQUARE FEET OR 0.3177 ACRES.

ALL OF LOT 16, McCOY'S ADDITION, A SUBDIVISION, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

SITE NOTES:

1. TOTAL LAND AREA = 13,840 SQ. FT.

2. PROPOSED IMPERVIOUS AREA:
   BUILDINGS = 3,240 SQ.FT.
   DECKS = 756 SQ.FT.
   WALKS = 663 SQ.ST.
   TOTAL PROPOSED IMPERVIOUS AREA = 4,062 SQ.FT.
   OR 29.4% OF TOTAL PROPERTY.

3. STORM WATER FLOW: 100 YR STORM (Q=CIAK)
   PRE-DEVELOPMENT:
   C = 0.5, I = 7.5, A = 0.32, K = 1.0
   C = 1.20 CFS

   POST DEVELOPMENT"
   C = (0.5x70.6%)+(0.9x29.4%) = 0.62, I = 7.5, A = 0.32. K = 1.0
   C = 1.48 CFS

4. DETENTION ANALYSIS:
   V = (1.48-1.20) x 60 x 15 = 2520 CU.FT.
   EXTENSION NOT REQUIRED PER CITY REVIEW.

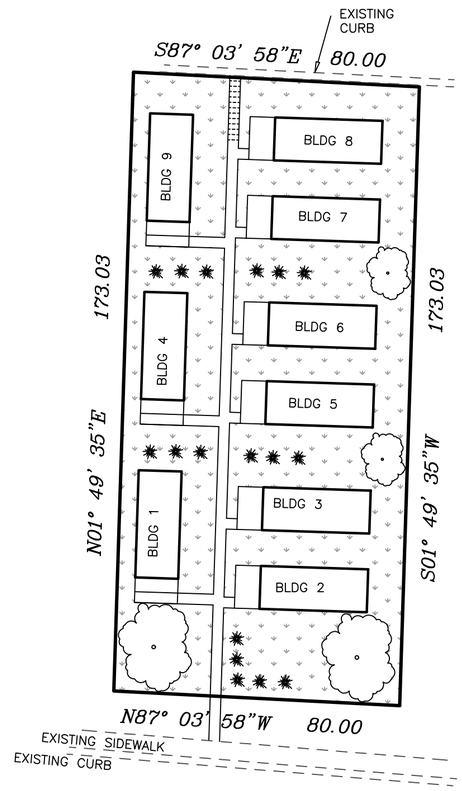
5. TRASH DUMPSTER PROVIDED ON CSL PROPERTY EAST OF AND ADJACENT TO THIS PROPERTY.

6. EXISTING CHAIN LINK FENCE NEAR WEST PROPERTY LINE TO BE RELOCATED TO WEST PROPERTY LINE. ALL OTHER EXISTING CHAIN LINK FENCING TO BE REMOVED.

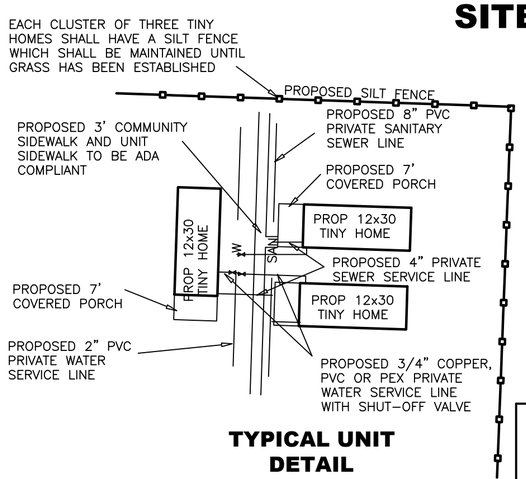
7. CONTOUR LINES FROM CITY TOPO AND ARE SUBJECT TO FIELD CHECKING.

8. COMMUNITY SERVICE LEAGUE (CLS) TO PROVIDE MAINTENANCE ON ALL ELEMENTS OF THIS PROJECT INCLUDING PRIVATE WATER AND SEWER LINE.

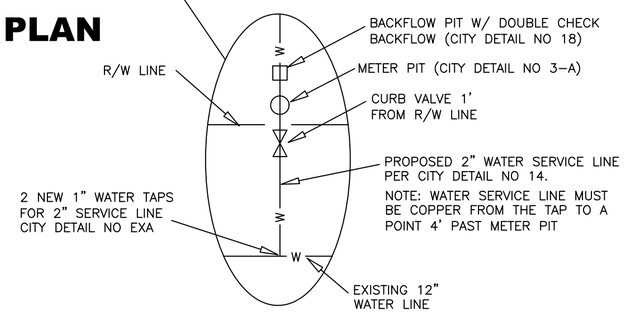
9. STATEMENT REGARDING SHARED PARKING IS NOT REQUIRED SINCE CLS OWNS BOTH PROPERTIES.



GREEN SPACE PLAN



TYPICAL UNIT DETAIL



WATER CONNECTION DETAIL

SURVEY NOTES:

1. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND NO CORNER MARKERS WERE CONFIRMED OR SET.

2. ALL DISTANCES SHOWN HEREON ARE SUBJECT TO A FINAL BOUNDARY SURVEY BEING PERFORMED.

3. THE BEARINGS SHOWN HEREON ARE BASED ON MISSOURI COORDINATE SYSTEM OF 1983 USING THE MODOT RTK NETWORK JULY 2025.

4. NO EASEMENTS WERE SHOWN ON THE PLAT AND A TITLE REPORT WAS NOT PROVIDED BY THE CLIENT TO DISCLOSE POSSIBLE EASEMENTS THAT MIGHT AFFECT THE SUBJECT PROPERTY.

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT WE HAVE PREPARED THIS DRAWING FOR THE PURPOSE OF A BUILDING PERMIT APPLICATION AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ERWIN W. GARD, PLS-1449

07/21/2025
DATE

STATE OF MISSOURI — ERWIN W. GARD — LS-1449 — REGISTERED LAND SURVEYOR

(SURVEYOR SEAL)

REVISED: MOVED SEWER PER CLIENT'S REQUEST 5/13/26 & DELETED DETENTION PER CITY COMMENTS 5/15/26 – E. GARD 5/19/26
REVISED: ADDED FENCE NOTE & PARKING LOT CURB PER CLIENT REQUEST 3/19/26 – E. GARD 3/25/26
REVISED: PER WATER DEPT COMMENTS & CLIENT REQUEST – E. GARD 9/25/25
REVISED: PER PRE-DEVELOPMENT MEETING AND STAFF COMMENTS AUGUST 20, 2025 – E. GARD 8/28/25

GARD HORIZON LLC
LAND SURVEYING : BUILDING PERMIT & HOUSE PLAN SERVICES
REAL ESTATE : LARGE FORMAT SCANS & PRINTS
1212 SW Luttrell, Suite C ~ Blue Springs, MO 64015
Phone: 816-295-5951 ~ Web: gardhorizon.com
Erwin W. Gard, Owner / Manager
Professional Surveyor ~ Realtor

SITE & GREEN SPACE PLAN

136 EAST WHITE OAK STREET

LOT 16, McCOY'S ADDITION
INDEPENDENCE, JACKSON COUNTY, MISSOURI

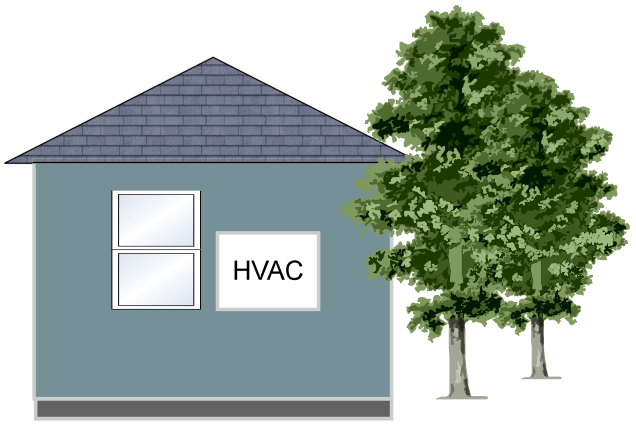
COMMUNITY SERVICE LEAGUE

404 NORTH NOLAND ROAD
INDEPENDENCE, MISSOURI 64050

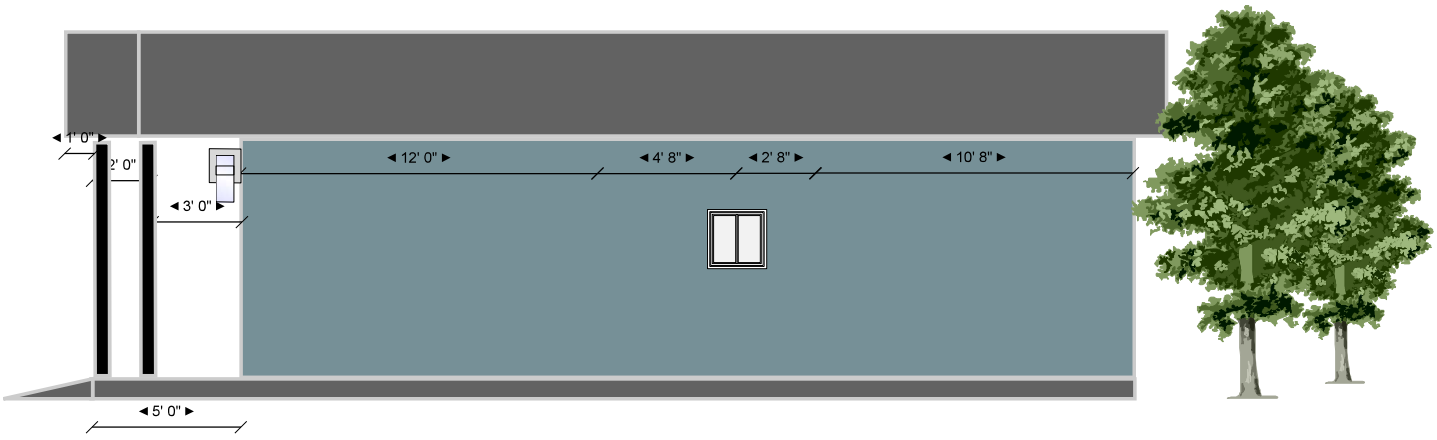
JOB NO.:	FIELD BK~PG	MASTER FILE:	SHEET	OF
1376-2501	GPS	SUBDIVISION M	1	1
DRAWN BY: E. GARD	DISK NO.: CAD Drawings	FILE NAME: McCOY'S ADDITION MASTER		



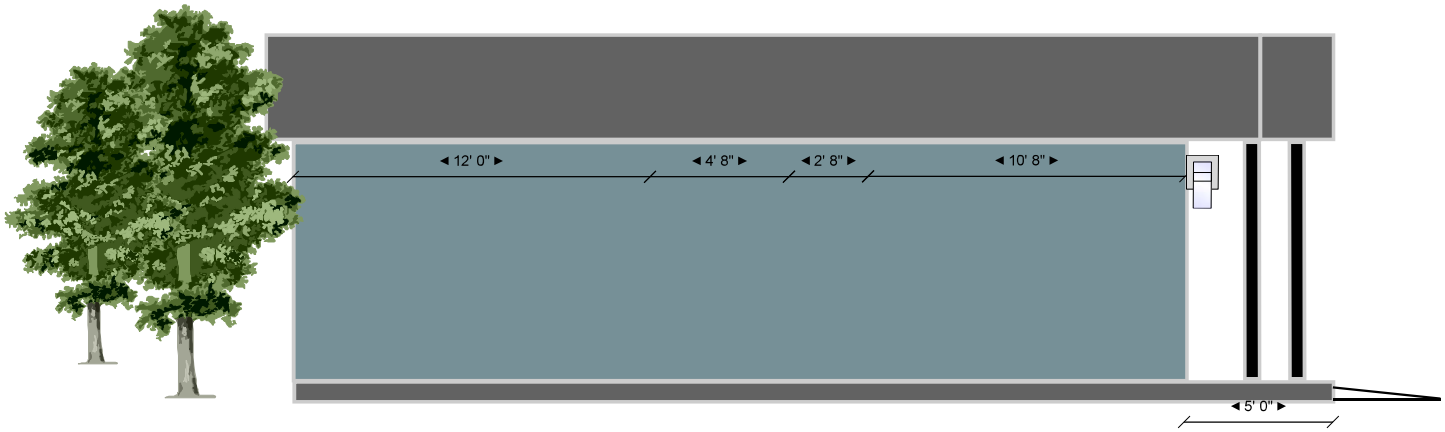
Front Elevation



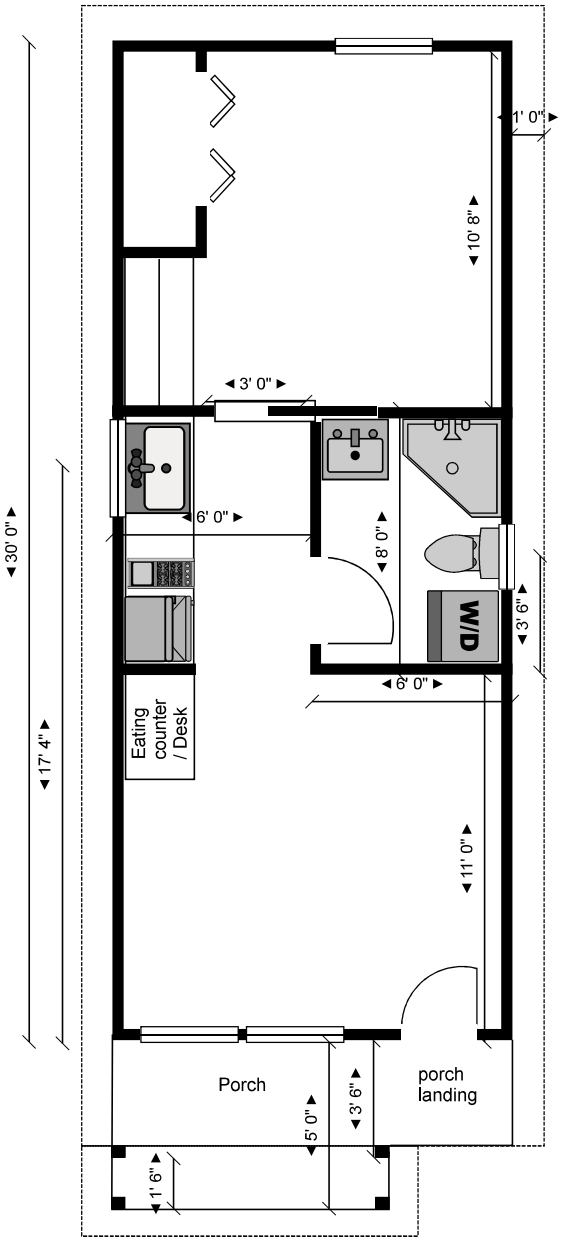
Rear Elevation



Right Elevation



Left Elevation



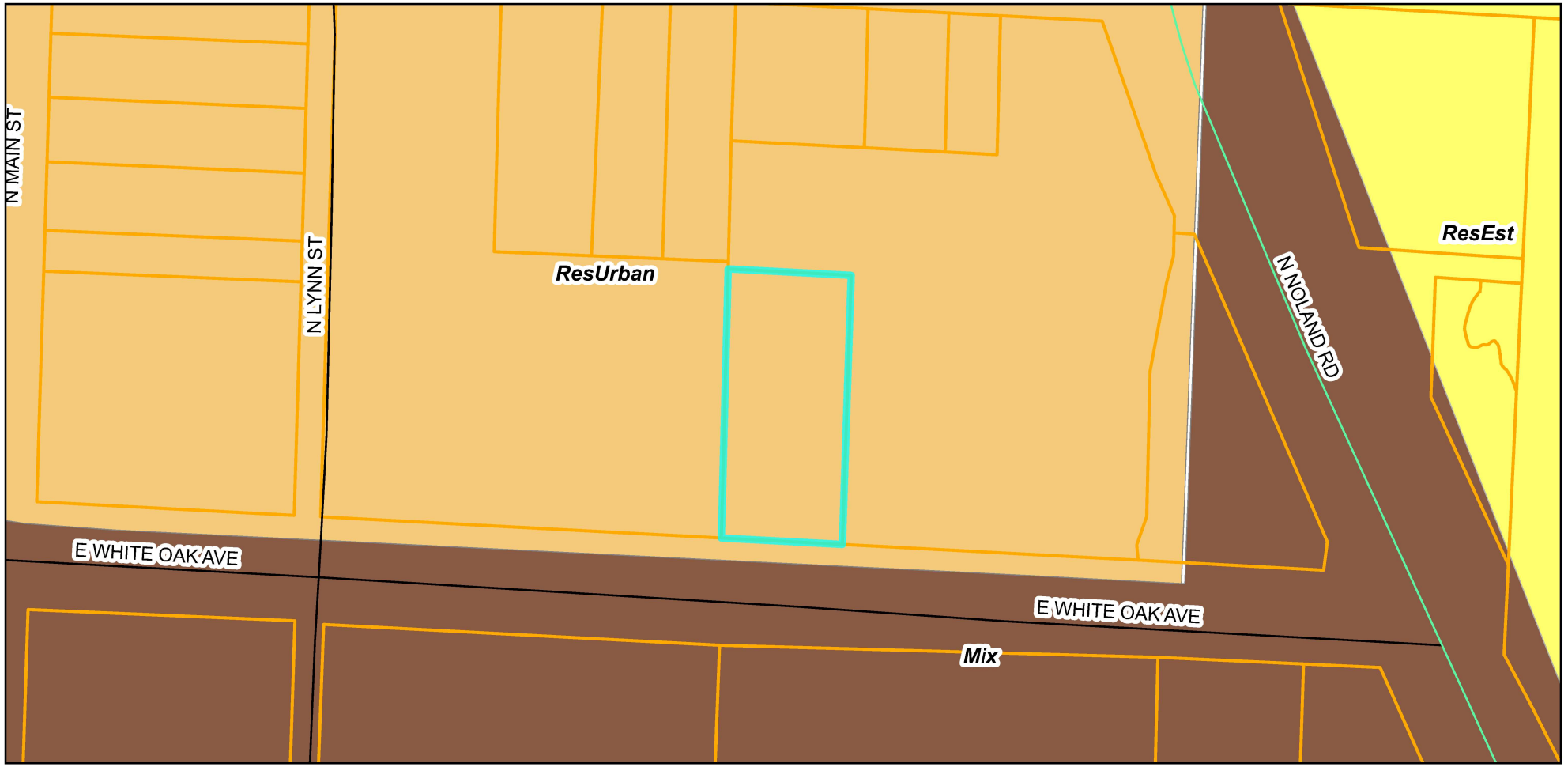
: City Garden West of 404 N Noland Rd. Independence MO 64050 - CSL Tiny Home Lots	Drawing: **A1 Plan**	Project: 0004	Drawn: Daniel F Speigle	Notes:	Exceptional Spaces Construction LLC 1820 Parks Summit BLVD. Lee's Summit, MO
Title : CSL Tiny House Community	Scale: 1/4":1'0"	Date: 8/28/2025	Rev: A		

INDEPENDENCE
COMMUNITY DEVELOPMENT

Comprehensive Plan

136 E White Oak Ave

Case #26-810-01



Legend

- Parcels
- Comprehensive Plan
  - Residential Urban Neighborhoods
  - Residential Neighborhoods
  - Mixed Use

0 75 150 300 US Feet

Prepared For: Planning Commission
Meeting Date: June 9, 2026

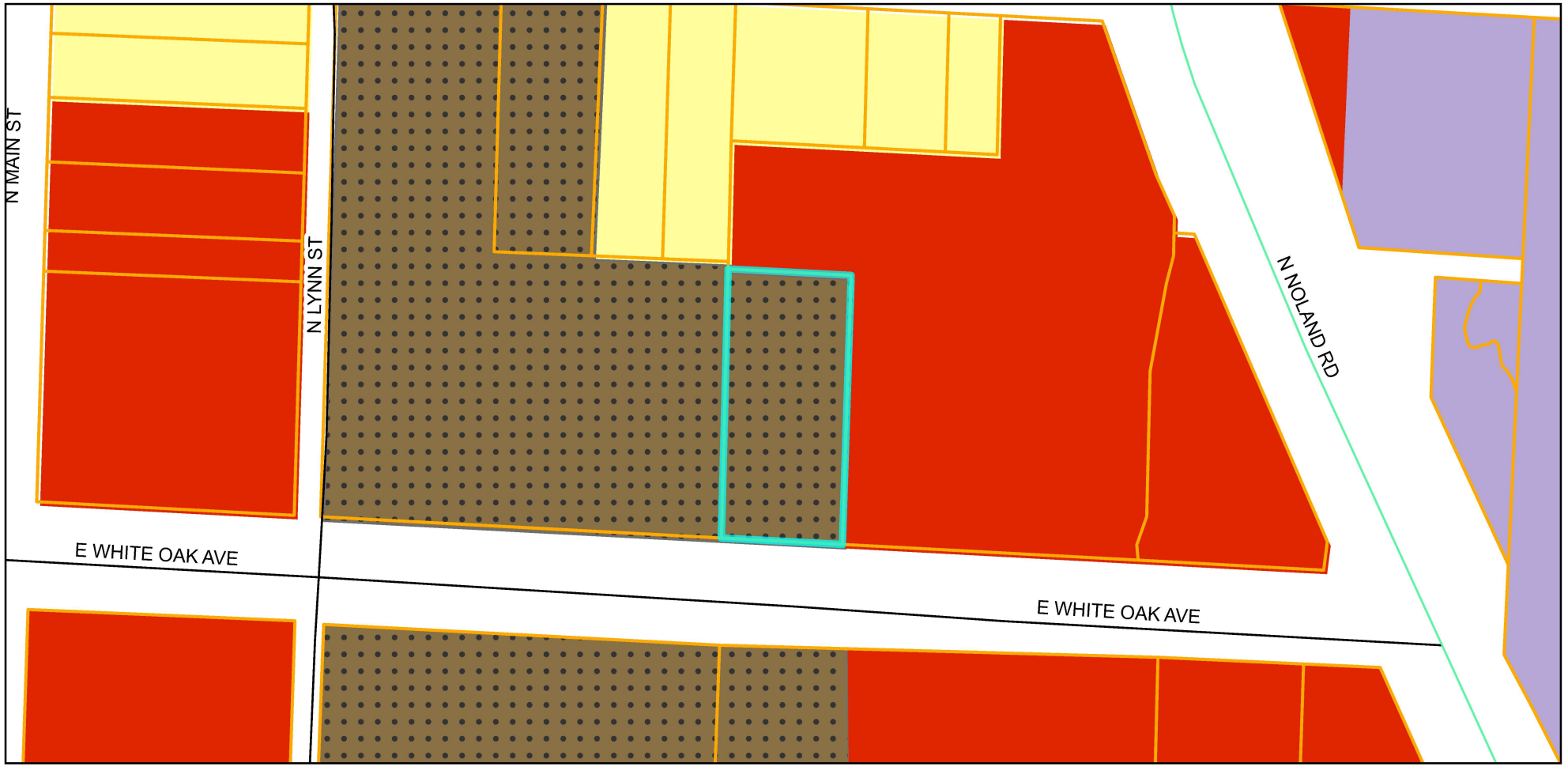
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INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

136 E White Oak Ave

Case #26-810-01



Legend

Parcels

Zoning District

C-2

I-1

R-30/PUD

R-6

0 75 150 300 US Feet

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INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

June 9, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 6/9/2026 at 6:00 PM at 20201 E Jackson Drive, Independence, MO 64057. 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, Jose Torres, Michael Young. Absent - .

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 cases 26-310-01, 26-320-01 and 26-320-02 from the Consent Agenda for separate consideration.

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1. **Planning Commission Minutes – May 12, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-310-01 – Preliminary Plat – Meadowbrook Estates, Phase 2 –** A request to approve a preliminary plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that the project approval had expired for a second time and that the applicant was requesting new approval.

Jack Murphy, 3215 Juanita Drive, Buckner, Missouri, stated that there were no changes to the Preliminary Plat from the previous approval.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-320-01 – Final Plat – Meadowbrook Estates, Phase 2 –** A request to approve a final plat generally located southeast of Eureka Road and R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-320-02 - Final Plat – Jackson Place, First Plat –** A request to approve a final plat generally located west of Jackson Drive and south of R.D. Mize Road.

In response to a question from Commissioner Nesbitt, Mr. Harker stated that nothing changed from the Preliminary Plat.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS & OTHER BUSINESS

Commissioner Ashbaugh requested to re-order the agenda to the following order: 26-400-63, 26-200-03, 26-100-05, 26-125-03, 26-810-01, 26-810-02, 26-320-03.

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1. **Case 26-400-63 – Short-Term Rental – 5217 S Powell Ave –** A request to operate a Short-Term Rental at the property.

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

Alicia Gibson, 19405 E. State Route 78, stated she is the property manager for the proposed Short-Term Rental and works with BearBNB. She explained that the property owner resides in Colorado but works in Kansas City for one to two weeks each month. During periods when the owner is in Colorado, they would like the opportunity to rent the home as a Short-Term Rental.

In response to Commissioner Nesbitt's question, Ms. Gibson stated that the garage would be available for guest use. She noted that two vehicles could park in the garage, two in the driveway, and one on the street, although on-street parking would not be preferred.

Public Comments

Jacob Potter, 5229 S. Powell Avenue, expressed concerns regarding safety, noise, and parking.

Mike Potter, 5705 W. U.S. 40 Highway, stated that he has been in business for 50 years and believes Short-Term Rentals should not be located within residential neighborhoods. He expressed concerns about potential parties at the property.

In response, Ms. Gibson stated that the owners have installed noise-monitoring devices both inside and outside the home, exceeding the City's requirement for an interior device. She explained that strict house rules will be enforced to prevent parties and that exterior cameras will alert the homeowners if more than the permitted number of guests arrive at the property. Ms. Gibson further stated that the property management company employs eight full-time staff members, ensuring someone is always available to respond to any issues that may arise.

In response to Commissioner Ashbaugh's question, Ms. Gibson stated that guests will access the home using a unique code provided at check-in.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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2. **Case 26-200-03 – Special Use Permit – 3601 S. Noland Road –** A request to approve a Special Use Permit to operate a rental car business.

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.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the proposed parking area would be located behind the strip center and would be used solely for overflow parking associated with the Avis Car Rental facility located at 3701 S. Noland Road.

Commissioner Ashbaugh asked whether Avis planned to install lighting on the site. Mr. Glaser stated that electrical permits would be required if lighting is installed in the future.

Applicant Comments

Bill Moore, 801 W. 47th Street, Kansas City, stated he is the attorney representing the applicant. Mr. Moore provided a brief history of the property and explained that Avis had experienced parking constraints at its existing location. He stated that the property owner began searching for a nearby lot that could be used for overflow vehicle storage.

Mr. Moore noted that customers would not access the overflow lot and that only Avis staff would retrieve vehicles from the site. He also stated that the applicant would like to install security lighting and that any lighting would be directed downward and away from nearby residential properties.

In response to Commissioner Nesbitt's question, Mr. Moore stated that healthy trees along the property would remain in place to provide a buffer between the parking area and adjacent residential homes. Commissioner Nesbitt requested that staff ensure any future lighting is directed toward Noland Road and away from the neighboring residences.

In response to Commissioner Ashbaugh's question regarding stormwater detention, Rick Arroyo stated that stormwater detention would not be required unless the applicant pursued future building permits. Mr. Arroyo also noted that any site lighting would be required to comply with City Code, including regulations governing light levels and fixture direction.

Marshal Blount, Kansas City, stated that the applicant had not yet determined the amount of lighting that would be necessary but would comply with all applicable City Code requirements. He added that the applicant is also considering the installation of security cameras but has not made a final decision.

Public Comments
No public comments.

Motions
Commissioner Eric Ashbaugh made a motion to add a condition that lighting be installed before the lot can be used. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

Commissioner Edward Nesbitt made a motion to approve the case with conditions as outlined by staff and the added condition for lighting. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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3. **Case 26-100-05 – Rezoning – 16523 E US 40 Hwy** – A request to rezone the property from R-6 (Single Family Residential) and C-2 (General Commercial) to C-2 (General 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.

Applicant Comments
Sebrina Johnson, 7211 Marion Avenue, Kansas City, stated that she has always enjoyed teaching and cooking. She shared fond memories of Stephenson's Apple Farm and explained her vision for the property, which includes teaching trade skills such as construction and HVAC, as well as culinary arts. Ms. Johnson stated that she also plans to incorporate urban farming to provide fresh produce. She explained that her long-term vision includes a student-led restaurant and, eventually, an event space on the property.

In response to Commissioner Nesbitt's question, Ms. Johnson stated that she has made a significant financial investment in the property and has additional funding available to support future growth and development.

Public Comments
Shane Ray, 7211 Marion Avenue, Kansas City, stated that he is Ms. Johnson's son and that the project represents a dream she has invested considerable time and effort into pursuing. He expressed his belief that the project will be a positive asset to the community by providing quality food and opportunities for individuals to learn valuable skills.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

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4. **Case 26-125-03 – Rezoning/PUD – 20691 E US 24 Highway –** A request to rezone the property from R-6 (Single Family Residential) to R-6/PUD (Single Family Residential/Planned Unit Development) and approving a preliminary development plan.

Staff Presentation
Mr. 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.

In response to Chairwoman Wiley's question, Mr. Glaser stated that New Town at Harmony is a similar type of development, although the proposed homes would be larger. He noted that City staff is confident the developer can meet all applicable engineering and design standards required by the Unified Development Ordinance.

In response to Commissioner Nesbitt's question, Mr. Glaser explained that the setback is measured from the right-of-way line and stated that a 20-foot setback should adequately accommodate modern vehicles. Mr. Arroyo added that the developer intends for the homes to be owner-occupied.

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated that long-term rentals are generally permitted within single-family residential developments. He noted that a homeowners

association may adopt covenants restricting owners from renting their homes for a specified period, such as two or three years, although such restrictions may not permanently prohibit rentals.

City Attorney Mitch Langford stated that a homeowners association may establish rules prohibiting rentals; however, enforcement of those restrictions would be the responsibility of the association and could potentially result in legal disputes.

Applicant Comments

Bryan Rahn, 1000 High Point Drive, Lee's Summit, stated that he is working with Summit Homes on the proposed development. He explained that the applicant has worked closely with City staff to address local housing needs and create attainable homeownership opportunities. Mr. Rahn stated that the goal is for the homes to be priced below $300,000 and noted that the development will include a variety of home styles and architectural designs. He added that the project is intended to provide numerous outdoor recreational opportunities for residents.

Mr. Rahn stated that the proposed development is designed to provide attainable homeownership opportunities while incorporating neighborhood amenities and attractive architectural features. He explained that, while amenities such as a clubhouse and swimming pool are not feasible at the proposed price point, the development would include outdoor recreational features, open space, walking trails, a playground, and five fitness stations located throughout the community.

Mr. Rahn presented conceptual renderings of the development, including streetscape views, housing elevations, fitness pods, and the community mail station. He explained that the development is designed to maximize open space, with much of the western portion of the subdivision remaining undeveloped. Existing City-owned stormwater management areas would be incorporated into the overall site design. He noted that the layout provides buffering from adjacent residential properties through the use of open space and roadway placement.

Mr. Rahn stated that the development would include a one-mile trail system utilizing sidewalks and trails throughout the community. He emphasized the goal of creating an attractive neighborhood while maintaining housing affordability.

The applicant also presented examples of the proposed home designs and explained that the development would include a variety of architectural styles, materials, and color schemes to create visual diversity throughout the neighborhood. He stated that the project is intended as a for-sale community focused on homeownership opportunities.

In response to Chairwoman Wiley's question regarding housing options, Mr. Rahn stated that the development would include numerous home designs and elevations. While many of the homes share similar footprints, the project includes a variety of architectural styles and building configurations, including some three-story models. He explained that the design team intentionally incorporated varied rooflines, porches, materials, and façade treatments to avoid a repetitive appearance while maintaining affordability.

In response to Commissioner Nesbitt's question regarding building height, the applicant stated

that the three-story home model would comply with the maximum height requirements of the Unified Development Ordinance and is anticipated to be approximately 37 feet tall. Commissioner Nesbitt asked whether the proposed walking trail would be a permanent feature of the development. The applicant stated that the trail is intended to be constructed as shown on the plans and would be located within a tract maintained by the homeowners association.

Commissioner Nesbitt asked whether the development would be similar to another project previously constructed by the applicant. The applicant stated that the proposed homes would feature a more traditional front-entry design and architecture.

Commissioner Nesbitt also asked about architectural variety within the development. The applicant stated that the neighborhood would include a variety of roof pitches and home designs, although the majority of the homes would feature traditional architectural styles. He noted that the proposed streetscape reflects the character and appearance anticipated for the development.

When asked about exterior colors and materials, the applicant stated that a variety of colors would be incorporated throughout the neighborhood. He noted that Summit Homes would be responsible for home construction and deferred additional questions regarding colors and materials to the builder's representative.

In response to Commissioner Nesbitt's question regarding architectural standards, Aaron Young, 1450 Holmes Avenue, Kansas City, Missouri, Vice President of Development for Summit Homes, stated that the homeowners association would establish and enforce architectural guidelines for the development. He explained that an architectural review committee would oversee the approval of home elevations, exterior colors, materials, and other design elements to ensure consistency throughout the neighborhood.

Mr. Young stated that the development would include a variety of home styles and floor plans, including ranch, two-story, and three-story homes. While many of the homes would share similar footprints to help maintain affordability, he noted that the project would offer a variety of elevations and design options to create visual diversity throughout the neighborhood.

In response to Commissioner Nesbitt's question regarding foundations, Mr. Young stated that the development is being designed primarily with slab foundations in mind; however, homeowners would have the option of selecting a basement foundation at an additional cost. When asked about storm shelter accommodations, Mr. Young stated that specific home plans have not yet been finalized and could not provide details regarding potential safe rooms or similar features.

Commissioner Nesbitt also asked about the anticipated timeline for the development. Mr. Young stated that a typical phase of approximately 50 homes would be expected to build out over an 18-month period. Based on current market conditions, he estimated that the entire development could be completed in less than five years.

In response to Commissioner Ashbaugh's question regarding fencing, Mr. Young stated that homeowners would have the option to install fences, subject to homeowners association standards and approved materials. He noted that chain-link fencing would not be permitted.

Commissioner Ashbaugh also asked about lot dimensions and spacing between homes. The applicant stated that the homes would generally be separated by approximately 10 feet and would be located on lots that vary in size throughout the development. The applicant explained that the site contains relatively gentle topography and is being designed to accommodate the proposed housing types.

In response to questions regarding stormwater management, Mr. Rahn stated that runoff from the development would be managed through an existing detention basin that was originally designed to accommodate drainage from the site, as well as four additional detention facilities proposed as part of the development. The applicant noted that the project engineering has been designed to address runoff from roofs, driveways, and other impervious surfaces.

Richard Michael of HG Consult, 25604 NE Colburn Road, Lee's Summit, representing the applicant, addressed questions regarding stormwater drainage for the proposed subdivision. He explained that although the lot sizes are smaller and more condensed, the overall impervious surface coverage is comparable to that of a conventional subdivision. He noted that the engineering and grading plans have undergone extensive design work and multiple staff reviews and are substantially developed despite being presented as a preliminary plan.

Mr. Michael stated that the site grading is designed to direct as much stormwater runoff as possible into the street system, where the majority of the storm sewer infrastructure is located. Roof drainage and driveway slopes are designed to direct water toward the streets, while rear yard drainage will be managed through swales, field inlets, and connections to the overall storm sewer system. He further noted that the development complies with required stormwater release rates and includes four detention basins designed to provide both drainage functionality and site amenities. He explained that some basins are intended to remain wet for extended periods, depending on weather conditions and site hydrology.

In response to Commissioner Nesbitt's question regarding school district capacity, Mr. Rahn stated that he had notified the Fort Osage School District of the proposed development but had not received a response regarding any potential impacts on school capacity.

Public Comments

Lisa Stewart, 20313 E. 16th Street North, expressed concerns regarding the potential impact of the development on the Fort Osage School District, stating that the district's schools are already overcrowded and may not have the capacity to accommodate additional students generated by the proposed development. She also expressed concerns regarding the proposed street connection between the new development and the Blue Mills subdivision. She stated that a connection would increase vehicle traffic, pedestrian traffic, and noise within the existing neighborhood. She noted that another nearby subdivision already utilizes Blue Mills as a connection to major roadways, which she believes has increased traffic in the area. Additionally, she expressed concerns that the construction of new homes in the proposed price range could increase surrounding property valuations and property taxes for existing residents.

John Tann, 20305 E. 17th Terrace North, stated that while he supported the concept of single-family housing, he shared concerns regarding the proposed connection between the new subdivision and the existing neighborhood. He stated that additional connections could increase traffic and negatively affect neighborhood safety and quality of life. Mr. Tann also questioned the proposed reduction in minimum lot sizes and home site standards, expressing concern that the request was intended to increase development density. He further echoed concerns regarding the capacity of the Fort Osage School District to accommodate additional students.

Matthew Friel, 20304 E. 16th Street North, stated that he believed the proposed development was not compatible with the character of the Blue Mills subdivision, describing the existing neighborhood as consisting primarily of traditional single-family homes on larger lots. He expressed concerns regarding the proposed street connection to Blue Mills, stating that it would increase traffic through the existing neighborhood and could create safety concerns, particularly near the intersection of 16th Street and Blue Mills Road. Mr. Friel also questioned whether existing roadway infrastructure and traffic signals could adequately accommodate additional traffic generated by the development. He suggested that alternative access points should be considered and reiterated concerns regarding school capacity.

Cory Bolin, 1501 N. Millburn Avenue, stated that he agreed with the concerns raised by previous speakers regarding traffic, neighborhood compatibility, and school capacity. He expressed concern that the proposed homes would differ significantly in style and scale from surrounding homes and questioned whether the project would provide the attainable housing benefits described by the applicant. Mr. Bolin also stated that existing residents utilize the undeveloped area as open green space and expressed concern that development would alter neighborhood views and character. Additional concerns included the lack of nearby public transit, the site's topography and potential impacts on adjacent properties, and the developer's prior litigation history.

Kevin King, 20238 E. 17th Street Court North, stated that he supported efforts to bring new housing opportunities to Independence but encouraged the developer to hold a neighborhood meeting to improve communication with nearby residents. He expressed concerns regarding site grading, stormwater runoff, increased traffic associated with the proposed street connections, and the size of the proposed homes compared to existing homes in the area. Mr. King also raised concerns regarding slab-on-grade construction and suggested that storm shelter accommodations should be considered for homes without basements.

Megan Hultz, 1429 N. Millburn Avenue, said one of the primary reasons she purchased her home was the open views and undeveloped landscape located behind her property. She expressed concern that the proposed development would eliminate the existing open space and alter the character of the area. Ms. Hultz stated that she valued the quiet nature of the neighborhood and wished to preserve the existing green space.

Chad, 1529 N. Millburn Avenue, expressed concerns regarding existing traffic conditions near the intersection of 16th Street and Millburn Avenue and stated that additional development would likely increase congestion in the area. He also questioned whether the proposed stormwater management system would adequately address runoff and flooding concerns, noting

that nearby areas already experience significant water accumulation during heavy rainfall events.

In response to concerns raised during public testimony, Mr. Rahn stated that traffic and stormwater analysis had been completed and updated throughout the review process in coordination with City staff. The applicant noted that additional review would continue during the final plat and final development plan stages. The applicant acknowledged that the site contains rolling topography but stated that proposed grading and stormwater improvements would allow runoff to be managed and controlled more effectively than existing conditions.

The applicant further stated that the proposed homes would range from approximately 1,200 to 1,800 square feet and would be priced below $300,000, with some products potentially available in the low $200,000 range depending on lot and foundation type. Representatives explained that the project was intended to provide attainable homeownership opportunities and meet a growing demand for lower-cost new housing options.

In response to concerns regarding roadway connections, Mr. Rahn stated that the proposed street network and access points were developed in accordance with traffic studies and City staff recommendations, emphasizing that connectivity between neighborhoods is an important planning consideration and that the proposed access configuration was based on professional traffic engineering analysis.

Commissioner Nesbitt asked whether an additional access point to Little Blue Parkway could be provided for the development. Staff explained that developments of this size are required by fire code to have at least two access points and noted that the applicant had submitted a traffic study as part of the review process. Staff further stated that an additional access point to Little Blue Parkway was not feasible due to sight-distance limitations associated with the roadway curvature.

Commissioner Nesbitt also inquired about existing dead-end streets within the Blue Mills subdivision. Mr. Arroyo confirmed that the subdivision had originally been planned with future street connections and explained that a detention basin constructed by the City now prevents the extension of Millhaven Drive through the area.

Commissioner Ashbaugh asked if Powell Road could provide alternative access routes. Mr. Arroyo explained that Powell Road is currently an unimproved dead-end roadway and that the City's Comprehensive Plan anticipates its future relocation to the west. Staff stated that the proposed development would not extend Powell Road southward and that the roadway was intentionally not designed to serve as a through connection in its current configuration.

Chairwoman Wiley asked staff to clarify the scope of the request and the approval process. Staff explained that the application was a Planned Unit Development (PUD) rezoning request and that, if recommended for approval by the Planning Commission and subsequently approved by the City Council, the project would proceed to additional engineering and design review. Mr. Arroyo noted that detailed review of stormwater management, infrastructure improvements, and other technical requirements would occur during subsequent development plan and plat review processes.

Commissioner Comments
Commissioner Nesbitt expressed concerns about traffic flowing through the existing neighborhood.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 4, No 3, Abstained 0.

Chairwoman Wiley called for a short recess. The meeting reconvened at 8:39 p.m.

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5. **Case 26-810-01 – Preliminary Development Plan – 136 E. White Oak** – A request to approve a Preliminary Development Plan for The Cottages at White Oak.

Commissioner Torres stated he would abstain from voting due to his service on the Community Services League Board.

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 Ashbaugh's question regarding the meaning of a BMP, Assistant Director Rick Arroyo explained that BMP stands for Best Management Practice and refers to methods used to manage stormwater runoff. He stated that BMPs can include a variety of stormwater mitigation measures, such as bio-retention areas, storm inlet boxes designed to collect floatable debris, and stormwater detention facilities.

In response to Commissioner Nesbitt's question regarding parking for the development, Mr. Harker explained that a condition of approval requires the Community Services League (CSL) to record a deed restriction that permanently provides parking opportunities for residents in the CSL parking lot. Mr. Harker confirmed that adequate parking would be available.

Applicant Comments
Applicant Doug Cowan, President and CEO of Community Services League (CSL), introduced himself and noted that CSL is celebrating its 110th anniversary in 2026. Mr. Cowan explained that the application references CSL Housing Solutions, a wholly owned subsidiary of CSL established to acquire, develop, and maintain safe, stable, and affordable housing. He provided an overview of CSL's housing initiatives, noting the organization has served as a HUD-certified housing counseling agency for nearly 20 years, manages 155 housing units for formerly homeless individuals through HUD partnerships, and administers millions of dollars annually in housing assistance programs. He also highlighted CSL's affordable home construction efforts, homeless outreach programs, and rental and utility assistance programs.

Mr. Cowan stated that the proposed development is intended to address the growing need for

affordable housing by constructing nine 360-square-foot homes adjacent to CSL's headquarters. He explained that the homes are primarily intended for participants employed through CSL's roadside litter removal program, providing residents with convenient access to employment, case management, and supportive services. He noted the location is also adjacent to a KCATA bus transfer station, making transportation more accessible. Mr. Cowan stated that CSL has visited similar housing developments, including Eden Village and the Veterans Community Project, and believes the proposed project will provide a supportive community while helping residents transition to stable housing. He concluded by stating that the development represents an important step toward expanding affordable housing opportunities in Independence and requested the Commission's favorable consideration.

In response to a Chairwoman Wiley's question regarding whether there is a time limit for residents to remain in the homes, Mr. Cowan stated that the goal is to help residents transition to market-rate housing or homeownership, but there is no set time limit. He explained that the length of residency will vary based on each individual's circumstances, with some residents moving on quickly while others may require a longer period of stability. Mr. Cowan noted that CSL offers supportive services, including a matched savings program funded through a local grant, to help residents build financial stability and eventually transition to permanent housing.

Public Comments

Roxanne Robinson, 131 E. Farmer Street, spoke in opposition to the request. Ms. Robinson expressed concerns about locating the tiny home development in her neighborhood, potential future expansion, property values, neighborhood safety, and onsite management. She also asked questions regarding resident eligibility, occupancy, length of residency, and pet policies.

John Gray, 1109 E. 105th Street, Edwardsville, Kansas, spoke in opposition to the request on behalf of Second Baptist Church. Pastor Gray acknowledged the work of Community Services League but expressed concerns regarding safety, trespassing, vandalism, parking, and the project's proximity to the church. He also stated the church should have been consulted earlier in the planning process.

Nancy Harris, 15308 E. Truman Road, spoke in opposition to the request. Ms. Harris expressed concerns about property damage, illegal dumping, theft, and other issues she attributed to homelessness. She stated she believed the proposed development would negatively impact the surrounding neighborhood and questioned why similar projects are frequently located in the area.

In response, applicant Doug Cowan acknowledged the concerns raised and stated that Community Services League is committed to being a good neighbor. He explained that the proposed homes would be permanent structures built on foundations and would serve single occupants who have demonstrated readiness for independent housing, primarily individuals participating in CSL's employment programs. He stated that residents would be screened, receive ongoing case management and supportive services, and be expected to comply with lease requirements.

The applicant explained that the development is intended to provide service-enriched housing by locating residents adjacent to employment opportunities and support services offered through

CSL. He stated that the organization currently employs private security at its facilities, intends to continue security patrols for the development, and plans to install security cameras and provide onsite property management and social service staff. He also noted that lease provisions, including policies regarding overnight guests and pets, are still being finalized.

In response to concerns regarding communication with neighboring property owners, including Second Baptist Church, Mr. Cowan acknowledged that additional outreach should have occurred prior to the public hearing and apologized for not contacting church leadership earlier in the process. He stated that CSL intends to continue working with surrounding property owners to address concerns and maintain positive relationships if the project moves forward.

Commissioner Comments

Commissioner Nesbitt asked whether the Planned Unit Development would require a berm and fence around the development. Staff confirmed that a fence is shown on the PUD plan. Commissioner Nesbitt expressed concerns about the layout of the proposed development, stating he believed a single building may be more compatible with the surrounding neighborhood than multiple small homes. He concluded by stating he would not support the request.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 4, No 2, Abstained 1.

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6. **Case 26-810-02 – Preliminary Development Plan - McBee Acres –** A request to approve a Preliminary Development Plan for McBee Acres generally located north of US 24 Hwy and west of Salem Drive.

Staff Presentation

Brian Harker presented the case, noting that his presentation would cover both the Preliminary Development Plan and Final Plat requests. 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.

Commissioner Nesbitt asked whether there had previously been discussion about restricting parking on one side of the street due to concerns regarding street width and access for fire trucks, trash collection, and other vehicles. Mr. Arroyo responded that the traffic engineer was to evaluate whether parking restrictions would be necessary and noted that additional parking areas had been incorporated into the development to help mitigate on-street parking concerns.

Mr. Arroyo explained that the development infrastructure has already been constructed and that the request was primarily to update the Planned Unit Development (PUD) plan due to its expiration and to modify the lot configuration by establishing building envelopes. Staff noted that the previous PUD plan generally showed two large lots, while the revised plan creates multiple building envelopes within those larger tracts for financing and development purposes.

Applicant Comments

Jack Murphy, 3215 N. Juanita Drive, Buckner, Missouri, explained that the building envelopes are not separate lots but designate the areas where buildings will be constructed. He stated that creating the envelopes allows individual structures to be financed and permitted separately, rather than requiring financing for the entire development at one time. Mr. Murphy indicated that the land between the building envelopes would remain under common ownership and be maintained by the homeowners association (HOA).

In response to questions from the Commission, Mr. Murphy stated that the development is intended to remain a rental community and that the developer plans to retain ownership of the buildings. He explained that the HOA would be responsible for maintaining common areas, including green space, walking trails, benches, and detention facilities. Mr. Murphy further noted that establishing the HOA provides a mechanism for maintaining the property and addressing ownership responsibilities should portions of the development ever be sold in the future.

Mr. Arroyo clarified that the HOA would be necessary regardless of whether the units were owner-occupied or leased, as all units would contribute toward the maintenance of common areas and amenities within the development.

Public Comments

No public comments

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

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7. **Case 26-320-03 – Final Plat – McBee Acres –** A request to approve a final plat generally located north of US 24 Hwy and west of Salem Drive.

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 5, No 2, Abstained 0.

ROUNDTABLE - NEXT MEETING JUNE 23, 2026

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-076 **1R** An ordinance authorizing the City Manager to execute a sidewalk improvement agreement with the Missouri Highways and Transportation Commission for the Winner Road Complete Streets Project (Project No. 112403 / Federal Project No. STBG-33479(440). **1R**

Recommendations:

Council approval is recommended.

Background:

This agreement outlines the City's responsibilities and expectations for use, restoration, and maintenance of sidewalks in the Missouri Department of Transportation Right-of-Way as part of the Winner Road Complete Streets project. The intersections in question are at Winner Road and Truman Road, and Winner Road and US-24 Highway.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Winner Road Complete Streets - Sidewalk Improvements Agreement Ordinance
2. 2026-04-90039 Winner Rd Sidewalk Agreement MoDOT

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDEWALKS IMPROVEMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE WINNER ROAD COMPLETE STREETS PROJECT (PROJECT NO. 112403 / FEDERAL PROJECT NO. STBG-3379(440).

WHEREAS, the City Council of the City of Independence, Missouri, did approve Ordinance No. 19543 authorizing the City Manager to execute a Cost Share Agreement with the Missouri Highways and Transportation Commission on April 15, 2026;

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 the Sidewalk Improvement Agreement with the Missouri Highways and Transportation Commission for the Winner Road Complete Streets (Project No. 112403 / Federal Project No. STBG-3379(440); a copy of which is attached hereto, incorporated by reference thereto and made a part hereof as though fully set out herein.

PASSED THIS _____ DAY OF _____, 2024, 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:

_____

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

Source is: Street Sales Tax Funds

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 12/24 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Independence (hereinafter, "Entity"), whose address is 20201 E Jackson Drive, Independence Missouri.

WITNNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route 24 and Route 12 located in Jackson County; and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along Winner Road at the intersections of Route 24 and Route 12 in Jackson County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with

the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("Department" or "MoDOT") 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity 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 the 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.

(10) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(11) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(12) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(13) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the MoDOT's *Approved Products List for Traffic Signals and Highway Lighting*.

(14) 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 representative of the Entity and the Commission.

(15) ASSIGNMENT: The Entity shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) CANCELLATION: The Commission may cancel this Agreement at any

time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(18) 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.

(19) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (Title 42 United States Code (USC) Sections 2000d and 2000e, *et seq*.); and with any provision of the Americans with Disabilities Act (42 USC Section 12101, *et seq*.).

(20) 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.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(23) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(24) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(25) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this

Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(26) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(27) DURATION: Unless otherwise terminated pursuant to (10) or (17), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By_____

Title_____

ATTEST:

_____

Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

City of Independence

By_____

Title_____

ATTEST:

By_____

Title_____

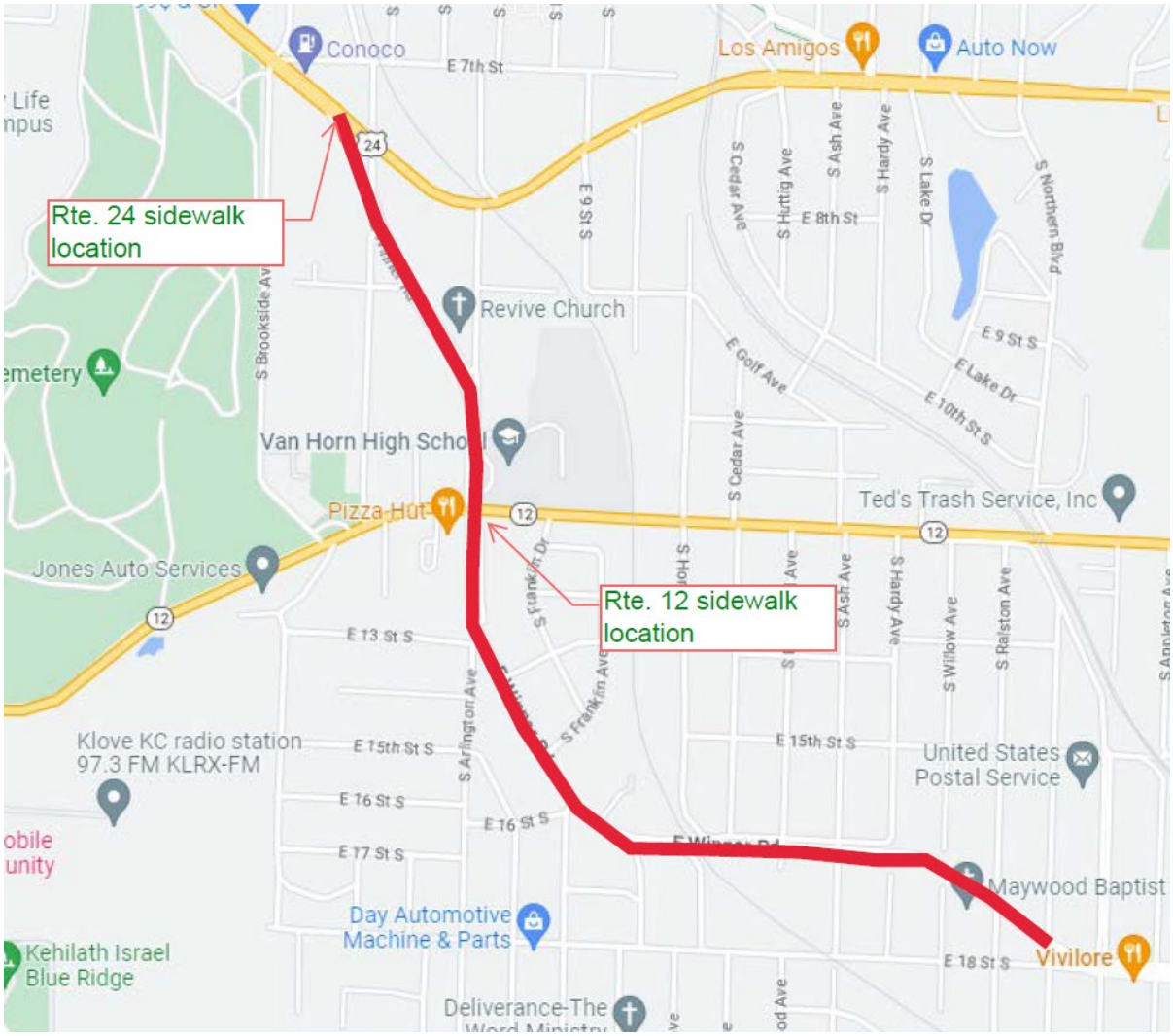
Approved as to Form:

By_____

Title_____

Ordinance Number: N/A

Exhibit A


Rte. 24 sidewalk location
Rte. 12 sidewalk location
Conoco
Los Amigos
Auto Now
Revive Church
Van Horn High School
Pizza Hut
Ted's Trash Service, Inc
Jones Auto Services
Klove KC radio station
97.3 FM KLRX-FM
United States
Postal Service
Maywood Baptist
Day Automotive
Machine & Parts
Kehilath Israel
Blue Ridge
Deliverance-The
Vivilore
E 7th St
E 8th St
E 9 St S
E 10th St S
E 13 St S
E 15th St S
E 16 St S
E 17 St S
E 18 St S
E Golf Ave
E Lake Dr
S Brookside Ave
S Cedar Ave
S Hurtig Ave
S Ash Ave
S Hardy Ave
S Lake Dr
S Northern Blvd
S Arlington Ave
S Franklin Ave
S Willow Ave
S Ralston Ave
24
12

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-077 **1R** An ordinance amending Section 12.03.009(A) of the Independence City Code to add subsection (3) to create a Santa-Cali-Gon district curfew over the Labor Day weekend. **1R**

Recommendations:

Council approval is recommended.

Background:

The proposed ordinance amends Section 12.03.009(A) of the Independence City Code to establish a new temporary Santa-Cali-Gon District Curfew, specifically for the Labor Day weekend. This curfew is intended to enhance public safety during the Santa-Cali-Gon Days festival in the Independence Square area.

The ordinance adds a new subsection that:

- Defines a curfew for minors under 18 within a designated district bounded by Noland Road, Pleasant Street, Farmer Street, and Walnut Street.
- Sets curfew hours from 6:00 p.m. to 6:00 a.m., effective beginning the Thursday before Labor Day at 6:00 p.m. through noon on Labor Day.
- Mirrors existing exceptions used in other curfews, allowing minors to be accompanied by a parent/guardian, engaging in emergency errands, returning home from school or recreational events, or returning home from lawful employment.

The amendment maintains all other existing curfew rules, including the citywide curfew and the I70/M291 District Curfew. Adoption of this ordinance formalizes a targeted curfew intended to support safety and crowd management during one of the City's largest annual events.

Emergency Justification:

Fiscal Impact:

None

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Curfew Santa Cali Gon

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 12.03.009(A) OF THE INDEPENDENCE CITY CODE TO ADD SUBSECTION (3) TO CREATE A SANTA-CALI-GON DISTRICT CURFEW OVER THE LABOR DAY WEEKEND

WHEREAS, the safety and welfare of all citizens of and visitors to the City of Independence has been identified as a priority; and,

WHEREAS, the City of Independence has previously created the I70/M291 District Curfew in Section 12.03.009(A)(2); and,

WHEREAS, the City of Independence desires to create a second District Curfew for the Independence Square limited to specific hours and days during the Labor Day Weekend;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Section 12.03.009(A) of the Independence City Code is hereby amended to read as follows:

A. City Curfew and I70/M291 District Curfew **and Santa-Cali-Gon District Curfew**

1. City Curfew and I70/M291 District Curfew:1.City Curfew. It is unlawful for a minor (defined as a child under the age of 18 years for this subsection) to loiter or play in or upon the public street, public grounds, public buildings, amusement places, dining places, vacant places, shopping places within the City of Independence between the hours of 10:00 p.m. and 6:00 a.m. on any ordinance Sunday, Monday, Tuesday, Wednesday, or Thursday or between the hours of 11:00 p.m. and 6:00 a.m. on any Friday or Saturday or on the nights of the eves of the principal U.S. holidays, which are as follows: New Year's Eve, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas. The provisions of this section do not apply to a minor accompanied by his or her parent, guardian, or other adult person having the care and custody of the minor, to a minor who is upon an emergency errand directed by his or her parent, guardian, or other adult person having the care and custody of the minor, to a minor returning directly home from a school activity, recreational event, dance, concert, or to a minor returning directly home from lawful employment.

2. I70/M291 District Curfew. It is unlawful for a minor (defined as a child under the age of 18 years for this subsection) to loiter or play in or upon the public streets, public grounds, public buildings, amusement places, dining places, vacant places, shopping places within the City of Independence between the hours of 9:00 p.m. and 6:00 a.m. on any ordinance day of the week. For the purposes of this subsection, the following area shall be considered the

I70/M291 District: The area generally described as the area between 40 Highway on the south, 39th Street on the north including all public and private businesses directly accessed by 39th Street, Little Blue Parkway to the East, and M291 Highway to the west including all public and private businesses directly accessed by Bass Pro Drive west of M291 Highway. The provisions of this section do not apply to a minor accompanied by his or her parent, guardian, or other adult person have the care and custody of the minor, to a minor who is upon an emergency errand directed by his parent, guardian, or other adult person having the care and custody of the minor, to a minor returning directly home from a school activity, recreational event, dance, concert, or to a minor returning, directly home for lawful employment.

3. **Santa-Cali-Gon District Curfew. It is unlawful for a minor (defined as a child under the age of 18 years for this subsection) to loiter or play in or upon the public streets, public grounds, public buildings, amusement places, dining places, vacant places, shopping places within the City of Independence between the hours of 6:00 p.m. and 6:00 a.m. effective only from 6:00 p.m. the Thursday before Labor Day until 12:00 p.m. on Labor Day. For the purposes of this subsection, the following area shall be considered the Santa-Cali-Gon District: The area generally described as the area between Noland Road on the East, Pleasant Street on the West, Farmer Street on the North, and Walnut Street on the South. The provisions of this section do not apply to a minor accompanied by his or her parent, guardian, or other adult person having the care and custody of the minor, to a minor who is upon an emergency errand directed by his parent, guardian, or other adult person having the care and custody of the minor, to a minor returning directly home from a school activity, recreational event, dance, concert, or to a minor returning, directly home for lawful employment.**
4.

SECTION 2. That all other parts and provisions of the City Code remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS _____ DAY OF _____, 2026, 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

NOTE: Text text being added by this ordinance is in bold

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-078 **1R** An ordinance calling an election to authorize the issuance of General Obligation Bonds for the City of Independence, Missouri. **1R**

Recommendations:

Council approval is recommended.

Background:

On July 20, 2026, the Independence City Council approved Resolution 26-758, requesting that the City Manager bring forth an ordinance for Council consideration to call an election for November 3, 2026, to vote on a General Obligation (GO) Bond dedicated to funding City-owned historic sites.

The City of Independence is proposing to place a GO Bond question before voters on November 3, 2026, seeking authorization to issue $19,900,000 in bonds dedicated to major improvements and long-term planning for several City-owned historic sites.

This action follows years of documented deferred maintenance needs, totaling approximately $903 million citywide as identified in the 2016 Deferred Maintenance Report, along with repeated recommendations in subsequent plans and studies urging the City to pursue a GO bond strategy to address aging public assets. A prior GO bond question for parks and recreation and historic site facilities in April 2025 narrowly failed to meet the required four-sevenths approval threshold.

If approved, funds would support renovations, improvements, and equipment upgrades at the Bingham-Waggoner Estate, Vaile Mansion, Truman Memorial Building, Old Fire Station One, and the 1827 Log Courthouse, as well as creation of a 20-year business plan for these historic assets. A detailed expenditure plan estimates project costs at $15.6 million, cost of issuance fees plus a 25% contingency, totaling $19.9 million.

The ordinance also authorizes publication of the required Debt Statement, directs notification of election authorities, and establishes that voter approval would permit the levy of a property tax sufficient to repay the bonds within twenty years. Additionally, Independence residents would receive free regular admission to the listed historic sites for the duration of the bond repayment period.

Emergency Justification:

Fiscal Impact:

If approved by the qualified voters, the City would be authorized to issue debt up to $19.9 Million. The annual debt service is projected to be approximately $1.6 million. Assuming this full amount were issued, and assuming there was no change in the assessed valuation of property within the corporate limits of the City of Independence, the first year would require a levy of $0.1449 per $100 of assessed valuation to establish the first year annual debt service payment and debt service reserve. Each year thereafter would require a levy of approximately $0.0759 per $100 of assessed valuation.

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CM.Nov2026 GO Bond Election

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, Missouri municipalities are authorized to issue general obligation bonds ("GO bonds") pursuant to Article VI, Section 26(b) through (e) of the Missouri Constitution as well as Sections 95.115 to 95.130 of the Revised Statutes of the State of Missouri; and,

WHEREAS, GO bonds are a means to borrow money to generate revenue for acquisitions and construction projects; and,

WHEREAS, GO bonds are secured by the full faith, credit, and taxing power of a municipality and are paid back through property taxes; and,

WHEREAS, GO bonds pay for capital projects and cannot be used for operational costs like salaries and supplies; and,

WHEREAS, in recent years, many Missouri municipalities in the Kansas City region have issued, or have received voter authorization to issue, GO bonds to address capital maintenance and improvements on at least one occasion, including cities such as Independence, Blue Springs, Lee's Summit, Raytown, Liberty, Kansas City, Platte City, and Pleasant Hill; and,

WHEREAS, on November 28, 2016, the City Council directed staff by consensus to prepare recommendations for steps the city can take to improve citizen satisfaction; and,

WHEREAS, the direction was prompted by the results of the 2016 Citizen Satisfaction Survey administered by ETC Institute and indicated a level of dissatisfaction with maintenance of City assets; and

WHEREAS, City staff prepared and presented a Deferred Maintenance Report in December 2016 detailing pending maintenance and improvement projects over the next 20 years that are either unfunded or deferred for an extended period due to the high demand for projects assigned to particular funding sources; and,

WHEREAS, the report estimated unfunded maintenance and improvement projects citywide totaled approximately $903 million; and,

WHEREAS, the report provided several recommendations to address this backlog including renewal of the one-half cent Street Sales Tax that was scheduled to sunset in 2018, evaluation of utility rate structures to ensure fair and adequate rates, and pursual of one or more new revenue streams including a GO bond; and,

WHEREAS, on August 8th, 2017, voters renewed the Street Sales Tax and made it perpetual until repealed; and,

WHEREAS, electric, water, and sanitary sewer rates are routinely evaluated to ensure adequate revenue is produced to operate these utilities in a business-like manner; and

WHEREAS, numerous reports, plans, and studies have continued to recommend the approval of a GO bond issue including the Independence for All 2017-2021 Strategic Plan, 2018 Downtown Redevelopment Coordinating Committee Report, the 2023 City of Independence Action Plan, the 2024-2027 Independence City Council Strategic Agenda, and the Reshaping the Square Master Plan; and,

WHEREAS, on April 8, 2025, an election was held for the qualified voters of the City of Independence, Missouri, asking three general obligation bond questions; and,

WHEREAS, one of the three questions asked at the April 8, 2025, elections was "shall the City of Independence, Missouri, issue its general obligation bonds in the amount of $12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?", which failed by only receiving 55.42% yes votes and where four-sevenths (57.14%) majority was required; and,

WHEREAS, on July 20, 2026, the Independence City Council approved Resolution 26-758, requesting that the City Manager bring forth an ordinance for Council consideration to call an election for November 3, 2026, to vote on a General Obligation Bond dedicated to funding City-owned historic sites; and,

WHEREAS, in accordance with Article 10 of the City Charter, the City's Director of Finance has prepared and filed in the office of the City Clerk the debt statement attached hereto as Exhibit 3 (the "Debt Statement"); and,

WHEREAS, the City Council desires to approve the Debt Statement and proceed with calling an election on questions relating to the issuance of GO bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council of the City of Independence, Missouri, finds it necessary and hereby declares its intent to borrow $19,900,000 for the purposes described in the ballot questions below. The City Council hereby approves of the Debt Statement attached hereto as Exhibit 3. City Staff are directed to arrange for the publication of the Debt Statement in *The Examiner* at least two weeks prior to November 3, 2026.

SECTION 2. That an election is hereby called and shall be held on November 3, 2026, placing before the voters within the City of Independence the following questions in the following order:

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of $19,900,000 for the purpose of renovating, improving and equipping historic buildings, facilities and grounds, and for the creation of a 20-year business plan for historic buildings, with priority given to the Bingham-Waggoner Estate, the Vaile Mansion, the Truman Memorial Building, the Old Fire Station One, and the 1827 Log Courthouse?

SECTION 3**.** That the Notice of Election showing said questions, a copy of which is attached hereto and made part hereof as Exhibit 1, is hereby approved.

SECTION 4. That voter approval of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty (20) years from the date on which such Bonds are issued.

SECTION 5. That the City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri and the Board of Election Commissioners of Clay County, Missouri, of the passage of this Ordinance no later than 5:00 P.M. on August 25, 2026, in accordance with laws applicable to this election.

SECTION 6. That any question(s) approved by the voters of the City at the November 3, 2026, election shall become effective immediately after certification of the election results.

SECTION 7. That this Ordinance shall be in full force from and after its passage and approval.

SECTION 8. That the City of Independence residents would receive free admission to the Bingham-Waggoner Estate, the Vaile Mansion, the Truman Memorial Building, the Old Fire Station One, and the 1827 Log Courthouse upon passage of this Ordinance through the date of retirement of the bonds.

SECTION 9. That the City expects to make expenditures on and after the date of passage of this Ordinance in connection with the projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds described above. The maximum principal amount of Bonds expected to be issued for the Projects is set forth in Section 1.

PASSED THIS ____ DAY OF _____, 2026, 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

EXHIBIT 1

PUBLIC NOTICE OF ELECTION FOR THE CITY OF INDEPENDENCE, MISSOURI

Public notice is hereby given to the qualified voters of the City of Independence, Missouri, that the Independence City Council has called an Election to be held Tuesday, November 3, 2026, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the questions contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF INDEPENDENCE, MISSOURI

ELECTION

TUESDAY, NOVEMBER 3, 2026

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of $19,900,000 for the purpose of renovating, improving and equipping historic buildings, facilities and grounds, and for the creation of a 20-year business plan for historic buildings, with priority given to the Bingham-Waggoner Estate, the Vaile Mansion, the Truman Memorial Building, the Old Fire Station One, and the 1827 Log Courthouse?

YES ☐ ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____

DATED: _____, 202__.

_____
Board of Election Commissioners of
Jackson County, Missouri

_____

Board of Election Commissioners of
Clay County, Missouri

EXHIBIT 2

ESTIMATED EXPENDITURES OF GENERAL OBLIGATION BOND PROCEEDS

Project	**Category Total**
Bingham-Waggoner Estate	$7,500,000
Vaile Mansion	$4,500,000
Truman Memorial Building	$1,500,000
Old Fire Station One	$1,500,000
1827 Log Courthouse	$600,000
Subtotal	***$15,600,000***
Cost of Issuance	$400,000
25% Contingency	$3,900,000
General Obligation Plan Total	***$19,900,000***

EXHIBIT 3

DEBT STATEMENT

The aggregate principal amount of all outstanding general obligation bonds and notes of the City of Independence, Missouri (the "City") is as follows:		$27,780,000
Deductions, if any, permitted by the state constitution or law:		-0-
The amount of the existing net general obligation indebtedness of the City:		$27,780,000
Authorized but unissued General Obligation indebtedness		$27,220,000
The amount of the net general obligation indebtedness of the City after the issuance of the bonds authorized by the bond ordinance authorizing questions for the November 3, 2026 election:		
Question 1:		$19,900,000
Total:		$19,900,000
Total authorized and unissued, outstanding, and proposed General Obligation bonds		**$74,900,000**
The assessed valuation of taxable tangible property within the City as shown by the last completed assessment for state and county purposes:	Jackson County: Clay County: Total:	$2,318,581,733 340 $2,318,582,073
The aggregate principal amount of general obligation bonds and notes which the City may issue pursuant to the state constitution and law:		$463,716,414.60
Less total authorized and unissued, outstanding, and proposed General Obligation bonds		($74,900,000)
Available principal amount of general obligation bonds and notes which the City may issue pursuant to the state constitution and law with additional voter approval:		**$388,816,414.60**

Prepared by the Director of Finance
of the City of Independence, Missouri

July 24, 2026

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-079 **1R** An ordinance authorizing persons to hold more than one office within the City. **1R**

Recommendations:

Council approval is recommended.

Background:

Sec. 5.13 of the City Charter states that the City Council may, by ordinance, authorize the same person to hold more than one office in the City. Passage of this ordinance will confirm the City Council's authority to appoint the same person to more than one City board, commission, or committee.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - More than one office, 7-24-26
2. Ordinance - More than one office 7-24-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PERSONS TO HOLD MORE THAN ONE OFFICE WITHIN THE CITY.

WHEREAS, Section 5.13 of the City Charter authorizes the City Council to allow persons to hold more than one office within the City if the City Council approves an ordinance allowing such.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Chapter 1, Article 21 of the City Code shall hereby be amended as follows:

Sec. 1.21.001. Persons may hold more than one office.

As authorized by Sec. 5.13 of the City Charter, persons may hold more than one office on a city board, committee, or commission, if appointed by the city manager, by the council, or by other city authority having power to fill the particular office.

PASSED THIS _____ DAY OF _____, 2026, 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:

Drafter' s Note: Language shown this is **added**; language shown ~~thus~~ is deleted.

_____

City Manager

Drafter' s Note: Language shown this is **added**; language shown ~~thus~~ is deleted.

Drafter’ s Note: Language shown this is **added**; language shown ~~thus~~ is deleted.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PERSONS TO HOLD MORE THAN ONE OFFICE WITHIN THE CITY.

WHEREAS, Section 5.13 of the City Charter authorizes the City Council to allow persons to hold more than one office within the City if the City Council approves an ordinance allowing such.

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SECTION 1. Chapter 1, Article 21 of the City Code shall hereby be amended as follows:

Sec. 1.21.001. Persons may hold more than one office.

As authorized by Sec. 5.13 of the City Charter, persons may hold more than one office on a city board, committee, or commission, if appointed by the city manager, by the council, or by other city authority having power to fill the particular office.

PASSED THIS _____ DAY OF _____, 2026, 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:

Drafter' s Note: Language shown this is **added**; language shown ~~thus~~ is deleted.

_____

City Manager

Drafter' s Note: Language shown this is **added**; language shown ~~thus~~ is deleted.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Independence Power & Light Department (IPL) spent $110,000 on July 13, 2026, toward the previously approved (April 20, 2026) $600,000 for multiple Southwest Power Pool studies.

Recommendations:

Background:

The expenditure for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Network Studies was approved by the Council on April 20, 2026, not-to-exceed $600,000. These studies will identify any system upgrades needed to support new large-load customers, additional generation, and ongoing economic development.

The requested studies cover two phases of planned system modifications that include additional load requirements, additional generation requirements, and all transmission requirements:

- Phase 1 includes approximately 100 MW of new load.
- Phase 2 includes approximately 100 MW of additional new load, for a total of 200 MW of new load.

The City's recent development efforts include supporting new generation at the former Blue Valley site and a planned large data center at Eastgate Commerce Center. The SPP studies are necessary for IPL to meet its reliability and delivery obligations.

The following payments have been made to SPP for the required studies:

Date	Study	Cost of Study	Remaining Balance
4/20/26	Council Approval - not-to-exceed $600,000	$600,000	$600,000
6/4/26	DPA-2026-May-2337-H Bly Road Phase 1	$120,000	$480,000
6/4/26	PLP-2026-May-0019-H Bly Road Phase 2	$110,000	$370,000
7/13/26	*PLP-2026-July-0024-H Bly Road Phase 3	$110,000	$260,000

*agreement attached

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Memorandum for Multiple SPP Delivery Point Assessments & associated Delivery Point Network Studies 07.13.26
2. SPP PLP-2026-July-0024-H Bly Road Phase 3 Invoice & Agreement

Memorandum

To: Mayor and Members of the City Council
Cc: City Manager
From: Joseph Hegendeffer, Director, Independence Power & Light
Date: 7/13/2026
Subject: Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

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Multiple Southwest Power Pool Delivery Point Assessments and associated Delivery Point Network Studies

The expenditure for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Network Studies was approved by Council on April 20, 2026, not-to-exceed $600,000. These studies will identify any system upgrades needed to support new large-load customers, additional generation, and ongoing economic development.

The requested studies cover two phases of planned system modifications that include additional load requirements, additional generation requirements, and all transmission requirements:

- Phase 1 includes approximately 100 MW of new load.
- Phase 2 includes approximately 100 MW of additional new load, for a total of 200 MW of new load.

The City's recent development efforts include supporting new generation at the former Blue Valley site and a planned large data center at Eastgate Commerce Center. The SPP studies are necessary for IPL to meet its reliability and delivery obligations.

The following payments have been made to SPP for the required studies:

Date	Study	Cost of Study	Remaining Balance
04/20/26	*Council Approval - not-to-exceed $600,000*		$600,000
06/04/26	DPA-2026-May-2337-H Bly Road Phase 1	$120,000	$480,000
06/04/26	PLP-2026-May-0019-H Bly Road Phase 2	$110,000	$370,000
07/13/26	*PLP-2026-July-0024-H Bly Road Phase 3	$110,000	$260,000

*agreement attached

Invoice

Remit to:
Southwest Power Pool, Inc. 201 Worthen Drive Little Rock, Arkansas 72223

Invoice
PLP-2026-July-0024-H Bly Road Phase 3

Invoice Date:
July 13th, 2026

Due Date:
Due upon receipt

Bill to:
Independence Power and Light

Description:	Amount:
Request for payment PLP-2026-July-0024-H Bly Road Phase 3	$110,000.00
Total Due to SPP	**$110,000.00**

Please Wire or ACH payment to:
Southwest Power Pool
c/o US Bank N.A.
Routing/ABA Number: 082000549
Account Number: 151803489070

Provisional Load Process Study Agreement Number: PLP-2026-July-0024-H Bly Road Phase 3

This Provisional Load Process Study Agreement (Agreement), dated as of **7/14/2026**, is made and entered by and between Southwest Power Pool, Inc. (SPP) and **City of Independence, Missouri, through Independence Power and Light**, (Requestor). SPP and Requestor shall be referred to collectively as the "Parties."

WHEREAS, SPP is a Federal Energy Regulatory Commission (FERC) approved Regional Transmission Organization administering transmission service;

WHEREAS, SPP has determined that the Requestor is an Eligible Customer and has made a valid Request for a Provisional Load Process Study (PLPS);

WHEREAS, the Requestor has agreed to pay the cost of the study after completion;

WHEREAS, SPP shall: (a) identify any system problems or constraints associated with the implementation of the Provisional Load Request (b) determine potential system modifications that might be necessary to facilitate the delivery of energy into, out of or across the transmission grid while maintaining system reliability (c) estimate the costs associated with those potential system modifications; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Defined Terms Used in This Agreement

Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them by the SPP Open Access Transmission Tariff ("Tariff").

2.0 Performance of Provisional Load Process Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the PLPS to evaluate the impact on the Transmission System caused by modifying an existing delivery point or establishing a new delivery point. Transmission Service may be granted as a result of this PLPS. SPP shall use its sole discretion as to the scope, details and methods used to perform the PLPS.

The Requestor agrees to compensate SPP in accordance with Sections 9.0 and 10.0 of this Agreement. The Requestor shall provide information as requested by SPP.

3.0 Scope of Provisional Load Process Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical after execution of this Agreement to: (a) review the application and any known issue that could affect the scope of the PLPS; (b) develop a scope of PLPS; and (c) set a target study due date approximately ninety (90)

days from the scoping call. The PLPS will perform the following analysis as requested:

- Steady State Analysis (ACCC and P3)
- Short Circuit Analysis, and
- Stability Analysis

The results of the PLPS will identify potential transmission facilities required to deliver the service that the Requestor has requested and an estimated date the potential upgrade would be needed.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. PLPS results;
2. Projected load and resource forecast (including planned generation);
3. Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner, and;
4. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested.

4.0 Engineering Standards

The facility design proposed in the PLPS will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

5.0 Results of Provisional Load Process Study

SPP shall conduct all requested studies associated with the modification or establishment of the delivery point. In the event that the requested modification or establishment of the delivery point results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of potential facilities necessary for establishing the requested modification or establishment of the delivery point and any potential system additions/upgrades needed to address the impact.

A PLPS report containing results of the PLPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Generator Outlet Facilities
6. Estimated date the potential transmission upgrade(s) will be needed;
7. Potential start dates of service; and
8. Third party facilities required if applicable.

6.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions, and any other material shall remain in the files of SPP.

7.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be confidential unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose confidential information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

8.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

9.0 Rates

The Requestor will pay SPP the actual cost to complete the PLPS after completion of the study.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP.

10.0 Payments

Upon completion of the PLPS, the Requestor shall compensate SPP for the cost of the PLPS. The Requestor shall pay the full amount of the cost of the study within thirty (30) days of receipt of the PLPS report. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

11.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc.
ATTN: PLPS Studies
201 Worthen Drive
Little Rock, AR 72223

Requestor: City of Independence, Missouri, through Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as

evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

12.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

13.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

14.0 Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the PLPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the PLPS. The Requestor shall execute and return this Agreement to SPP for commencement of the PLPS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By:	Natasha Henderson	Senior Director, Grid Asset Utilization	7/14/2026
	Name	Title	Date

Requestor:

By:		Director - IPL	07/08/2026
	Name	Title	Date

High Impact Large Load Delivery Point Study Agreement Number **HDPSA-2026-July-0024-H Bly Road Phase 3**

This High Impact Large Load Delivery Point Study ("HDPS") Agreement ("Agreement"), dated as **07/14/2026**, is made and entered by and between Southwest Power Pool, Inc. ("SPP") and Independence, Missouri through Independence Power and Light ("Requestor"). SPP and Requestor shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties enter into this Agreement to enable SPP to assess the impacts on the Transmission System caused by the establishment of a new High Impact Large Load delivery point. SPP revision request number 696, which was approved by the Federal Energy Reliability Commission ("FERC") and made effective on January 15, 2026, established Attachment BA of the SPP Open Access Transmission Tariff ("Tariff"). Attachment BA of the Tariff allows SPP to perform supplement analysis to determine the impacts of any new High Impact Large Load delivery points along with various other requirements. This will be supplemental analysis that will be necessary for those High Impact Large Load delivery points requesting service pursuant to Attachment AQ and Attachment AX.

WHEREAS, SPP is a Commission approved Regional Transmission Organization administering transmission service;

WHEREAS, the Requestor has provided to SPP a study deposit of $100,000 and a non-refundable application fee in the amount of $10,000 in accordance with the SPP Board approved Attachment BA to the Tariff;

WHEREAS, the Requestor has agreed to provide an additional $200,000 if SPP determines the need to perform a detailed Electromagnetic Transient (EMT) study, unless the Requestor withdraws this request pursuant to Attachment BA;

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the HDPS to evaluate the impact on the Transmission System caused by establishing a new High Impact Large Load delivery point. SPP shall use its sole discretion as to the scope, details and methods used to perform the HDPS.

The Requestor agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this Agreement and Board approved Attachment BA to the Tariff. The Requestor shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical

after execution of this Agreement to: (a) review the application, the HDPS, and any known issue that could affect the scope of the HDPS; and (b) develop a scope of HDPS.

The results of the HDPS will identify transmission facilities required to deliver the service that the Requestor has requested and an estimated date the upgrade will be completed and in-service.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. HDPS results;
2. Projected load and resource forecast; Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner;
3. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
4. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

4.0 Results of Study

In accordance with Board approved Attachment AB to the Tariff, SPP and Host Transmission Owner shall conduct all necessary studies associated with the delivery point change. In the event that the requested change in delivery point configuration results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of facilities necessary for establishing the requested delivery point and any system additions/upgrades needed to address the impact.

A study report containing results of the HDPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Estimated date the transmission upgrade(s) will be completed and in-service;
6. Potential start dates of service; and
7. Third party facilities required if applicable.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers,

assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Requestor will pay SPP the actual cost to complete the HDPS and agrees to make an advance deposit of $100,000.00. Additionally, the Requestor will pay SPP an non-refundable application fee of $10,000. If SPP determines that a detailed EMT study is required, the Requestor agrees to make an additional study deposit of $200,000.00.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to, the following:

1. Subcontracted services;
2. Long distance telephone calls;
3. Computer operating time at established rate;
4. Printing and reproduction expense; and
5. Reasonable travel and living expense.

The estimated study cost is based on SPP's estimate of the actual cost and time for the completion of the HDPS. SPP may not incur charges in excess of $100,000.00 or if SPP identifies the need for detailed EMT studies SPP may not incur charges in excess of $200,000.00 without the prior written consent of the Requestor, provided that if the Requestor does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, SPP may cease work on the study.

9.0 Payments

Upon completion of the HDPS, the Requestor shall reimburse SPP for the unpaid cost of the HDPS if the cost of the study exceeds the deposit. SPP shall refund the Requestor, with interest, any portion of the deposit that exceeds the cost of the HDPS.

The Requestor shall pay the full amount of the cost of the study within thirty (30) days of the receipt of the invoice. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc. ATTN: AQ Studies
201 Worthen Drive Little Rock, AR 72223

Requestor: City of Independence, Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the HDPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the HDPS. This Agreement should be returned executed via facsimile to SPP at 501-821-3198, by postal mail at the address listed in Section 10, or by email to AQ-

DeliveryPoints@spp.org.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By: Natasha Henderson — Senior Director, Grid Asset Utilization — 7/14/2026

Name — Title — Date

Requestor:

By: — Director - IPL — 07/08/2026

Name — Title — Date