



City Council Regular Meeting

September 21, 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 Rob Douglas, Elder at the East Independence Church of Christ

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. The 2026 Susan P. Block Distinguished Public Service Award will be presented by Junior Service League Past President Dr. Cynthia Grant.
2. 26-761 A resolution recognizing Frederick Woods, District Planner I for the Independence Power & Light Department, as the ISTAR award recipient for the month of September 2026

PROCLAMATIONS

CITIZEN REQUESTS

MAYOR PRO TEM ELECTION

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the issuance of purchase orders to Multi-States Electric in an amount not to exceed \$180,000 for transformer repair and

remanufacturing services for the Power & Light Department (IPL) during Fiscal Year 2026–2027, and to authorize change orders up to ten percent (10%) of the approved amount, provided sufficient appropriations are available.

2. Council action is requested to authorize the City Manager to issue a purchase order(s) in the amount of \$113,409.31 to ImageTrend for an emergency reporting & report management system, to support the Fire Department in Fiscal Year 2026-2027.
3. Council action is requested to approve a change order in the amount of \$35,809 for tariff charges, increasing the total contract amount to \$179,089, with Trench Limited for the purchase of twelve (12) 69 kV CCVT transformer replacements for Substation M for the Power & Light (IPL) Department.
4. Council action is requested to authorize the City Manager to approve a construction contract with MegaKC for an amount not to exceed \$2,746,000, and authorizing change orders up to ten percent (10%) of the authorized amount and any necessary time extensions, for the installation of two Rotary Drum Thickeners (RDT) at the Rock Creek Waste Water Treatment Plant (RCWWTP) as part of the Sludge Thickening Process Improvements Project (No. 302205).
5. Council action is requested to authorize the City Manager to approve purchase order change order #5 in the amount of \$4,500 to the existing design services contract (PO#27000592) with Renaissance Infrastructure Consulting (RIC) for a revised contract amount not to exceed \$159,272.50, and to authorize change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Leslie to Crane at Hereford Drainage Improvement Project (No. 132201).
6. Council action is requested to authorize the City Manager to approve a construction contract with S4 Sales and Service for an amount not to exceed \$140,000, and to authorize change orders up to ten percent (10%) of the authorized amount, for the removal and installation of filter media beds on Filter #10 at the Courtney Bend Water Treatment Plant (CBWTP).
7. Council action is requested to authorize the City Manager to approve a construction contract with Envirolitics INC for an amount not to exceed \$128,500, and authorizing change orders up to ten percent (10%) of the authorized amount, to replace the protective coating on Filter #10 at the Courtney Bend Water Treatment Plant (CBWTP).
8. Council action is requested to authorize the City Manager to approve a construction contract with Smico Contracting Group LLC, for an amount not to exceed \$405,038, and authorizing change orders up to ten percent (10%) of the authorized amount, as part of the Slaker #4 Replacement Project (No. 402702) at the Courtney Bend Water Treatment Plant (CBWTP).

9. Council action is requested to authorize the City Manager to approve a purchase order to, and a design contract with, Olsson Inc. for an amount not to exceed \$2,480,933.73, and authorizing change orders up to ten percent (10%) of the authorized amount, for engineering design services as part of the 23rd Street Mobility & Safety Project (No. 112601).
10. Council action is requested to approve the expenditure of \$500,000, and to authorize change orders up to ten (10) percent of the authorized amount, with Consolidated Pipe and Supply for water meters and parts for the Municipal Services Department for fiscal year 2026-2027.
11. Council action is requested to issue a blanket purchase order and to authorize change orders up to ten (10) percent of the authorized amount to GT Distributors in the amount of \$179,296.90, for two hundred thirty-five (235) Glock 17 Gen 6 firearms with accessories for the Police Department.
12. Council action is requested to authorize the City Manager to execute the extension of the Ceridian/Dayforce contract, to approve purchase order(s) in the amount of \$360,000, and to authorize change orders of up to ten percent (10%) of the authorized amount, for the continued use of the City's Human Capital Management System for Fiscal Year 2026-2027.

RESOLUTIONS

1. 26-772 A resolution authorizing acceptance of a grant award in the amount of \$29,069.76 from the Missouri Department of Public Safety, Blue Shield Program, for the purchase of law enforcement equipment and supplies.
2. 26-773 A resolution appointing Mayor Kevin King to the Audit and Finance Committee

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 515 S. Powell Road from R-12/PUD, Two-Family Residential/Planned Unit Development, to R-A, Residential Agricultural. ***New Information Only.***

26-089 **2R** An ordinance approving a rezoning from district R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural) for the property located at 515 S. Powell Road. **2R**

2. A public hearing for the application to rezone the property at 221 N. Chrysler Avenue from C-2, General Commercial, and R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

26-087 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-30/PUD (High Density Residential /Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 221 N. Chrysler Avenue. **2R**

3. A public hearing for the application to rezone the property at 914 & 916 E. Frederick Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

26-088 **2R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) for the property located at 914 and 916 E. Frederick Street. **2R**

4. A public hearing on proposed property tax rates to be set by the City of Independence for the fiscal year beginning July 1, 2026, based on the current assessed valuation by Jackson and Clay Counties. ***Full Public Hearing***

26-090 **2R** An ordinance levying a tax on all real property subject to taxation on January 1, 2026, within the corporate limits of the City of Independence, Missouri, for all General Revenue and Public Health and Recreation Purposes, for General Obligation Debt, and for the Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027. **2R**

ORDINANCES

1. 26-086 **2R** An ordinance granting easement authority as part of the Lake City Valley Road Bridge Project (No. 542601-3). **2R**

FIRST READING(S)

1. 26-091 **1R** An ordinance authorizing the City Manager to execute a Sidewalk Improvement Agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase 2 Project (Project No. 112401 / Federal Project No. CMAQ-3379(441) & CRP 3379(446)). **1R**
2. 26-092 **1R** An ordinance establishing the Department of Public Utilities. **1R**
3. 26-093 **1R** An ordinance annexing the north 40 feet of the Kentucky Avenue right-of-way from Hillcrest Avenue west to Hayworth Road from the City of Kansas City, Missouri, and authorizing and directing the City Clerk to file certified copies of this ordinance with the required Jackson County officials. **1R**
4. 26-094 **1R** An ordinance approving a Special Use Permit for a body art establishment at 1717 S Appleton Ave, Independence, Missouri. **1R**

5. 26-095 **1R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential/Planned Unit Development) to C-2 (General Commercial) for the property located at 17610 E Bolger Rd. **1R**
6. 26-096 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to new evidence hearing. **1R**
7. 26-097 **1R** An ordinance approving a Final Plat for Jackson Place – 2nd Plat located southeast of Jackson Drive and R.D. Mize road in Independence, Jackson County, Missouri. **1R**
8. 26-098 **1R** An ordinance adopting amendments to the Fiscal Year 2026-2027 Budget, which was approved by Ordinance No. 19816; and authorizing the City Manager to execute change order #1 in the amount of \$316,838 with Delta Innovative Services, Inc., and authorizing change orders of up to ten (10%) of the authorized amount, for a full roof replacement on Fire Station #1. **1R**
9. 26-099 **1R** An ordinance authorizing the City Clerk to do all things necessary for the holding of a Special Election in Independence, Missouri, to fill the District 1 Councilmember vacancy, and to certify to the Jackson County Board of Election Commissioners all names of candidates properly presented by petitions. **1R**

INFORMATION ONLY

1. Municipal Court Report for the month of August
2. The City Clerk has received a certified copy of the election results for the recall of Councilmember John Perkins
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

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the issuance of purchase orders to Multi-States Electric in an amount not to exceed \$180,000 for transformer repair and remanufacturing services for the Power & Light Department (IPL) during Fiscal Year 2026–2027, and to authorize change orders up to ten percent (10%) of the approved amount, provided sufficient appropriations are available.

Recommendations:

Council approval is recommended.

Background:

IPL requires a qualified contractor to provide electrical transformer repair, Polychlorinated Biphenyls (PCB) testing, and, when necessary, transformer scrapping services. The Procurement Division, in coordination with IPL, issued Invitation to Bid (ITB) No. 26048 for these services. As a result of the competitive bidding process, Multi-States Electrical was awarded the contract.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$198,000, including a 10% contingency. Funding for the transformer repair/remanufacturing is included in the fiscal year 2026-2027 Adopted Budget, page 242-243, account number 0206122-5314, Warehouse Inventory, IPL fund 020.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine

Richard Kemple
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Multi States Electric Bid for Transformer Repair-Re-Manufacturing - Invitation to Bid (ITB)
#26048



Procurement Division
20201 E. Jackson Drive, PO Box 1019
Independence, MO 64057

Invitation to Bid #26048
Transformer Repair-Remanufacture
Response Deadline Date and Time: August 20, 2026, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on August 17, 2026
Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Multi-States Electric Phone Number 501-888-6810
(Please print or type)

Address 15223 Ironton Rd. City Little Rock State AR Zip 72201

Name of Authorized Agent Trevor Stone Email TrevorStone@Multistateselectric.com

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

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

General Terms & Conditions and Response Instructions
Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

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

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

2. ITB SOURCE

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

3. QUESTIONS

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

4. DEFINITIONS

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

5. PREPARATION OF BIDS

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

6. ADDENDUM

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

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

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

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

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

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

9. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act. Contractor hereby certifies that Contractor is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. 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.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

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

12. SUBMISSION OF BIDS

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

13. MODIFICATION OR WITHDRAWAL OF BIDS

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

14. LATE BIDS

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

15. QUALIFICATIONS OF BIDDERS

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

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

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

16. AWARD

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

17. RIGHT OF PROTEST

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

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

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

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

18. VENDOR SELF SERVICE (VSS)

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

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

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

2. FIRM PRICES

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

3. ESTIMATED QUANTITIES

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

4. DELIVERY

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

5. FREIGHT TERMS

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

6. PACKAGING

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

7. BRAND NAMES

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

8. INSPECTION AND ACCEPTANCE

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

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

9. MATERIAL SAFETY DATA SHEET (MSDS)

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

10. GENERAL GUARANTY AND WARRANTY

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

11. PATENTS

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

12. INVOICES

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

13. TERMS OF PAYMENT

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

14. TAX EXEMPT

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

15. PROJECT EXEMPTION

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

16. EXPENSES

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

17. PAYROLL TAXES

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

18. FRINGE BENEFITS

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

19. TERM OF CONTRACT

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

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

20. TERMINATION

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

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

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

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

23. SUBCONTRACTS

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

24. CHANGES

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

25. GENERAL INDEMNIFICATION

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

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

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

26. INSURANCE

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

General Services

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

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

Purchases less than \$100,000

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

Purchases \$100,000 and over

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

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

WORKER'S COMPENSATION

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

27. AVAILABILITY OF FUNDING

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

28. NO AUTHORITY TO BIND CITY

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

29. NON-WAIVER

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

30. COMPLIANCE WITH LAWS

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

31. FORCE MAJEURE

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

32. AUDIT

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

33. GOVERNING LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be

deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

34. SEVERABILITY

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

35. AFFIDAVIT REQUIREMENT

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

36. PRECEDENCE OF DOCUMENTS

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

INVITATION TO BID #26048
TRANSFORMER REBUILD & REMANUFACTURE

1. SPECIFICATIONS

A. SCOPE OF WORK

The bidder agrees to furnish all materials, equipment, tools, labor, transportation and supervision for repairing electrical transformers and if necessary for scraping electrical transformers and equipment in the manner and form required by the agreement documents.

B. DEFINITIONS

1. City - The City of Independence, Missouri.
2. Bidder – A company responding to the solicitation.
3. Contractor - The company awarded the contract.
4. Generator of PCB Waste - Any person whose act or process produces PCB regulated for disposal by EPA regulations or whose act first causes PCB to become subject to the disposal requirements or who has physical control over the PCB when a decision is made that the use of the PCB has been terminated and therefore is subject to the disposal requirements.
5. Manifest - Shipping document (EPA Form 8700-22) or Missouri equivalent with any continuation sheet(s), prepared by the Contractor and signed by the generator of PCB waste.
6. Non-PCB Oil - Transformer oil that contains less than 50 parts per million (ppm) PCB based on a certified gas chromatography (GC) test.
7. Non-PCB Transformers and Oil Filled Electrical Equipment - All transformers and other electrical equipment including but not limited to capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. that do or did contain Non-PCB oil or have a Non-PCB sticker attached to them.
8. Non-Repairable Transformers - All distribution transformers which because of damage, age, or size have been identified by the City as junk or which fail to meet initial or final performance tests conducted by the Contractor.
9. PCB Contaminated Debris - Solid material including test kits, plastics, protective clothing, rags, dirt, rock, asphalt, wood and other material resulting from PCB sampling and PCB spill cleanup which contains 50 ppm or greater of PCB, but less than 500 ppm PCB.
10. PCB Contaminated Transformers and Oil Filled Electrical Equipment - All transformers and other electrical equipment including but not limited to - capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. - that contain 50 ppm or greater of PCB but less than 500 ppm PCB.
11. PCB Contaminated Oil - Transformer oil which contains 50 ppm or greater of PCB but less than 500 ppm PCB.

12. PCB Free Oil - Transformer oil which has PCB concentrations less than the detectable level of 2 ppm with proper certification available to verify this.
13. PCB or PCBs - Any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contain polychlorinated biphenyls.
14. PCB Transformers and Oil Filled Equipment - All transformers and other electrical equipment including but not limited to - capacitors, circuit breakers, voltage regulators, potential transformers, switches etc. - that contain 500 ppm or greater PCB.
15. PPM - Parts per million.
16. Transformer Repair/Remanufacturing - The following definitions are used by the City to describe what shall be included in the various levels of pad and pole mount transformer repair and remanufacturing and serve as a basis for bid comparison. If these definitions do not conform to bidder's standard procedures, any deviation shall be described as an exception to the specifications. All component changes that are a result of this section shall be identical to existing components unless otherwise approved by IPL.
 - a. Minor Repair - Shall include an initial inspection test, minor repair of electrical problems, minor repair of tank damage, cleaning outside of pole mount tanks and painting with light grey per Munsell 5BG7.0/0.4, cleaning outside of pad mount tanks and painting with green per Munsell 7GY3.29/1.5. All repair work shall be in accordance with the latest EASA rebuild standards. The original nameplate will be reattached with date of repair stamped. A NON-PCB sticker will be attached to the side of the tank. A pressure relief device shall be installed if needed. All units repaired shall receive a final acceptance test performed in accordance with ANSI and NEMA standards applicable to repaired transformers. Test results shall be supplied to the City. Units which fail the tests for minor repair shall be drained and reconditioned as described below. Cost of transportation to and from bidder's repair shop shall be included in quoted price.
 - b. Recondition - Includes all work described above for minor repair plus the following: Dismantling and cleaning coil, coil assembly and tank, replating external hardware, baking core and coil, sandblasting, cleaning and repainting both interior and exterior of tank. Units shall be refilled under vacuum with new degasified PCB-Free oil and pressure tested for leaks. Cover gaskets, primary bushings and secondary bushings and gasket assemblies shall be replaced. If the coil/core assemblies fail the turns ratio or rated voltage requirements for the unit, they shall be rewound as described under Rewind below.
 - c. Rewind - Includes all work described in minor repair and recondition above plus the following: rewind all cores with aluminum (may quote copper rewind as a specification exception) windings in accordance with the latest EASA rebuild standards. Rewound transformers shall be subjected to full distribution transformer test procedures and the results supplied to the City.

C. APPLICABLE CODES AND SPECIFICATIONS DEFINED

1. ANSI - American National Standards Institute
2. EASA - Electrical Apparatus Service Association

3. NEMA - National Electric Manufacturer's Association

D. SERVICES REQUIRED

1. Transformer Repair/Remanufacture - The Contractor shall perform initial tests on those transformers identified by the City as being candidates for repair. Unless otherwise specified, transformers shall receive minor repairs as defined above. If the transformers fail either the initial or final tests for minor repair, the Contractor shall submit the test results and a cost estimate to the City for approval prior to reconditioning or rewinding the units. If the City develops independent information that a transformer requires reconditioning or rewinding, it will be indicated at the time of shipment. Bid prices shall be quoted for minor repair, recondition and rewind of transformers for single-phase, pole mount, single-phase pad mount and three-phase pad mount, as defined on the Bid Solicitation Form. The bid prices shall be for each type of repair for each type of transformer for the sizes indicated. Unit bid prices shall also be quoted for parts not included in base price of repairs identified above. The unit prices in the bid for extra parts shall remain in effect for a minimum of twelve (12) months after award of agreement.

Transformers sent to the Contractor for repair or reconditioning will contain oil unless the transformer tank has a leak or is damaged. The oil in transformers to be repaired or reconditioned will be NON-PCB. The City will furnish PCB concentration data for transformers that do not have NON-PCB stickers attached them.

The Bidder must state the warranty on transformer repair work including how restitution will be made to the City if the transformer fails and the warranty provisions are exercised.

2. Scrap Transformers – The Contractor shall purchase for scrap, transformers, which are identified by the City as non-repairable or are determined by the Contractor to be non-repairable. The Contractor shall obtain written approval from the City for each unit they determine must be scrapped, if the City has identified the unit as a candidate for repair. Contractor shall furnish a listing of prices to be paid for scrap transformers. Bid units will be \$/KVA with separate bid items for pole and pad mount transformers for copper and aluminum windings.
3. Transformers, Oil Switches etc. – The Contractor shall pick up, transport and properly dispose of scrap NON-PCB electrical equipment other than distribution transformers. Contractor shall furnish a price schedule for disposal of this equipment. Bid units will be \$/lb. **In the rare event that a marked Non-PCB transformer is picked up by Contractor and later found to contain 50 ppm PCB or greater, the Contractor may include pricing for proper disposal in the Bid Form. Contractor would be responsible for sending the sample results, destruction certificate and manifest (if shipped offsite for destruction) to IPL. Alternatively, the Contractor will ship, with proper manifesting, this transformer back to IPL for destruction.**

E. SPILL CONTROL AND CLEAN-UP

The Contractor shall use all precautions to avoid spills. If any spills should occur, Contractor shall immediately take action to contain and clean up all materials to the standards imposed by all applicable federal, state and local laws, regulations, and clean-up guidelines. Clean-up of spills caused by the Contractor, or any person or entity for whose work the Contractor is responsible under these specifications, shall be the responsibility of the Contractor and will be performed in accordance with OSHA Laws and EPA regulations.

In the event of any spill, the contractor shall notify IPL's Environmental Program Supervisor immediately so that proper regulatory notification(s) can be made if required. The contractor shall provide IPL with all required sample results and disposal records (bills of lading, manifests) in the event of a spill.

2. GENERAL CONTRACT REQUIREMENTS

A. MINIMUM BIDDER REQUIREMENTS

In order to be considered for award, the bidder must meet the following requirements:

1. Five (5) years' experience providing the services specified herein;
2. Accept the City's terms and conditions without any exceptions.

B. EXCEPTIONS TO SPECIFICATIONS

Any exceptions must be noted in the bid response. Failure to do so may result in the rejection of the bid.

C. PAYMENT

The City's payment terms are Net 30 days.

The Contractor will make payment, in accordance with his bid prices, to the City of Independence Power & Light Department for scrap transformers, within thirty (30) days after pick-up or within thirty (30) days after the decision is made to scrap the transformer(s).

D. COMPLIANCE WITH LAWS, PERMITS, LICENSES AND TAXES

1. The Contractor shall conform to and comply with all applicable laws, bylaws, regulations and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the City harmless. The Contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc., relative to the conduct of all work and shall give all notices necessary to the due and lawful prosecution of the work. Fees for required City permits for work within the construction limits will not be waived.
2. The City is exempt from sales tax. This includes purchases by contractors for City projects. The City will provide a certificate to contractors for their use in obtaining the sales tax exemption. Contractors are to prepare their bids for City projects without including sales tax.

E. ASSUMPTION OF RISK

The Contractor shall assume the sole risk of transporting all materials from the City's Power & Light (P&L) Department Warehouse located at 21500 East Truman Road to the Contractor's facility for repair or scrap. The Contractor shall assume sole risk of transporting repaired transformers from their facility back to the City's P&L Department Warehouse.

F. TITLE

Title and ownership of all materials covered by this specification, except transformer designated by the City for repair, shall transfer from the City to the Contractor when those materials are loaded on the Contractor's truck at the P&L Department Warehouse. Title and ownership of all transformers designated by the City for repair shall remain with the City unless tests by the Contractor indicate they should be

scrapped. If the decision is made to scrap the transformers after they have been transported to the Contractor's facility, title and ownership shall transfer from the City to the Contractor after the Contractor receives written notification from the City of this fact.

3. BID SUBMITTAL

The following information/documents must be submitted electronically through Public Purchase:

- A. Cover page;
- B. Bid Form;
- C. Renewal Options Form;
- D. Non-Collusion Affidavit.

4. OTHER

- A. This is an informal bid. Informal insurance requirements shall apply (see terms and conditions).
- B. Exceptions to the City's terms and conditions will render the bid non-responsive.
- C. Deadline for questions is August 17, 2026 at 5 p.m., local time. All questions should be submitted directly onto the public purchase (www.publicpurchase.com) website.
- D. The bid document, purchase order and successful bidder's response (Contractor) shall constitute the entire agreement.

BID FORM

TRANSFORMER REPAIR & REMANUFACTURE

The firm, fixed pricing below shall include all equipment, material, labor, transportation, administrative services and all other resources required to complete the work in accordance with the requirements contained herein.

1. Bid prices for repair/reconditioning of single-phase, 7620/13200 pole-mount, conventional transformers, as follows:

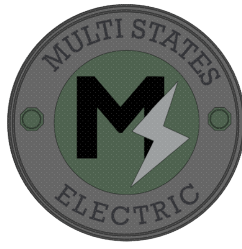
<u>Size</u>	<u>Aluminum Rewind</u>			
	<u>Minor Repair</u>	<u>Recondition</u>	<u>No Taps</u>	<u>Taps</u>
1 KVA	\$ _____	\$ _____	\$ _____	\$ _____
5 KVA	\$ _____	\$ _____	\$ _____	\$ _____
10 KVA	\$ _____	\$ _____	\$ _____	\$ _____
15 KVA	\$ _____	\$ _____	\$ _____	\$ _____
25 KVA	\$ _____	\$ _____	\$ _____	\$ _____
37.5 KVA	\$ _____	\$ _____	\$ _____	\$ _____
50 KVA	\$ _____	\$ _____	\$ _____	\$ _____
75 KVA	\$ _____	\$ _____	\$ _____	\$ _____
100 KVA	\$ _____	\$ _____	\$ _____	\$ _____
167 KVA	\$ _____	\$ _____	\$ _____	\$ _____
250 KVA	\$ _____	\$ _____	\$ _____	\$ _____

Bidders may supply alternate bid prices for copper rewind for all sizes of transformers.

2. Bid prices for repair/reconditioning of single-phase, 7620/13200 pad-mount transformers, as follows:

<u>Size</u>	<u>Minor Repair</u>	<u>Recondition</u>	<u>No Taps</u>	<u>Taps</u>
25 KVA	\$ _____	\$ _____	\$ _____	\$ _____
37.5 KVA	\$ _____	\$ _____	\$ _____	\$ _____
50 KVA	\$ _____	\$ _____	\$ _____	\$ _____
75 KVA	\$ _____	\$ _____	\$ _____	\$ _____
100 KVA	\$ _____	\$ _____	\$ _____	\$ _____
167 KVA	\$ _____	\$ _____	\$ _____	\$ _____

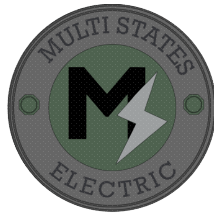
Bidders may supply alternate bid prices for copper rewind for all sizes of transformers (attach).



ROUTINE MAINTENANCE PRICING

POLE MOUNTS

KVA	2400/7620	13200/14400
1.5	\$288.00	\$300.00
3	\$324.00	\$357.00
5	\$411.00	\$423.00
7.5	\$473.00	\$486.00
10	\$504.00	\$519.00
15	\$566.00	\$582.00
25	\$638.00	\$657.00
37.5	\$1,035.00	\$1,066.00
50	\$1,252.00	\$1,290.00
75	\$1,279.00	\$1,313.00
100	\$1,307.00	\$1,349.00
167	\$1,473.00	\$1,914.00
200	\$1,615.00	\$1,731.00
250	\$1,859.00	\$1,899.00
333	\$2,262.00	\$2,660.00
500	\$2,573.00	\$3,027.00



REWIND PRICING

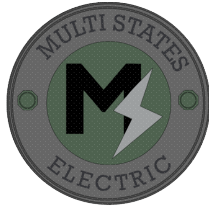
POLE MOUNTS

POLE MOUNTS - NO TAPS

KVA	2400/7200/7620	12000/13200/14400
1.5	\$414.00	\$435.00
3	\$470.00	\$494.00
5	\$537.00	\$563.00
7.5	\$648.00	\$681.00
10	\$704.00	\$738.00
15	\$845.00	\$887.00
25	\$1,224.00	\$1,286.00
37.5	\$1,794.00	\$1,884.00
50	\$2,293.00	\$2,409.00
75	\$2,472.00	\$2,596.00
100	\$2,712.00	\$2,848.00
167	\$4,625.00	\$4,857.00
250	\$6,582.00	\$6,911.00
333	\$8,914.00	\$9,359.00

POLE MOUNTS - WITH TAPS

KVA	2400/7200/7620	12000/13200/14400
1.5	\$435.00	\$456.00
3	\$494.00	\$519.00
5	\$563.00	\$591.00
7.5	\$681.00	\$714.00
10	\$738.00	\$776.00
15	\$887.00	\$932.00
25	\$1,286.00	\$1,350.00
37.5	\$1,884.00	\$1,979.00
50	\$2,409.00	\$2,529.00
75	\$2,596.00	\$2,726.00
100	\$2,848.00	\$2,991.00
167	\$4,857.00	\$5,099.00
250	\$6,911.00	\$7,257.00
333	\$9,359.00	\$9,827.00



ROUTINE MAINTENANCE PRICING

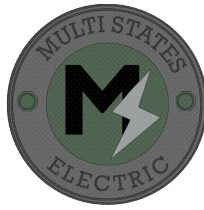
PAD MOUNTS

PAD MOUNTS - SINGLE PHASE

KVA	7200/7620/14400
10	\$1,156.00
15	\$1,156.00
25	\$1,156.00
37.5	\$1,452.00
50	\$1,452.00
75	\$1,748.00
100	\$2,102.00
167	\$2,967.00
250	\$4,462.00
333	\$5,086.00
500	\$6,116.00

PAD MOUNTS - THREE PHASE

KVA	7200/7620/14400
30	\$2,301.00
45	\$2,484.00
75	\$2,333.00
112.5	\$2,440.00
150	\$2,714.00
225	\$3,204.00
300	\$3,862.00
500	\$4,548.00
750	\$6,048.00
1000	\$9,496.00
1500	\$11,385.00



REWIND PRICING

PAD MOUNTS

SINGLE PHASE PAD MOUNTS - NO TAPS

KVA	7200/7620	14400
10	\$745.00	\$782.00
15	\$895.00	\$940.00
25	\$1,297.00	\$1,362.00
37.5	\$1,902.00	\$1,997.00
50	\$2,431.00	\$2,552.00
75	\$2,620.00	\$2,752.00
100	\$2,875.00	\$3,019.00
167	\$4,902.00	\$5,147.00
250	\$6,977.00	\$7,326.00
333	\$9,449.00	\$9,922.00

SINGLE PHASE PAD MOUNTS - WITH TAPS

KVA	7200/7620	14400
10	\$782.00	\$821.00
15	\$940.00	\$987.00
25	\$1,362.00	\$1,430.00
37.5	\$1,997.00	\$2,097.00
50	\$2,553.00	\$2,680.00
75	\$2,751.00	\$2,890.00
100	\$3,019.00	\$3,170.00
167	\$5,147.00	\$5,404.00
250	\$7,326.00	\$7,692.00
333	\$9,921.00	\$10,418.00

THREE PHASE PAD MOUNTS - NO TAPS

KVA	7200/7620	14400
30	\$2,533.00	\$2,660.00
45	\$3,043.00	\$3,196.00
75	\$4,410.00	\$4,631.00
112.5	\$6,467.00	\$6,790.00
150	\$8,266.00	\$8,678.00
225	\$8,911.00	\$9,356.00
300	\$9,775.00	\$10,264.00
500	\$16,667.00	\$17,500.00

THREE PHASE PAD MOUNTS - WITH TAPS

KVA	7200/7620	14400
30	\$2,660.00	\$2,794.00
45	\$3,196.00	\$3,355.00
75	\$4,631.00	\$4,862.00
112.5	\$6,790.00	\$7,129.00
150	\$8,678.00	\$9,113.00
225	\$9,356.00	\$9,824.00
300	\$10,264.00	\$10,777.00
500	\$17,500.00	\$18,374.00

3. Bid prices for repair/reconditioning of three-phase, 7620/13200 pad-mount transformers, as follows:

Aluminum Rewind

<u>Size</u>	<u>Minor Repair</u>	<u>Recondition</u>	<u>No Taps</u>	<u>Taps</u>
75 KVA	\$	\$	\$	\$
150 KVA	\$	\$	\$	\$
225 KVA	\$	\$	\$	\$
300 KVA	\$	\$	\$	\$
500 KVA	\$	\$	\$	\$
750 KVA	\$	\$	\$	\$
1000 KVA	\$	\$	\$	\$
1500 KVA	\$	\$	\$	\$
2500 KVA	\$	\$	\$	\$

Bidders may supply alternate bid prices for copper rewind for all sizes of transformers.

4. Bid prices for mineral oil and parts used in repair, reconditioning, or rewinding of pole and pad-mount transformers and not included in base prices quoted above in Items 1, 2 or 3 will be provided, as follows:

Part:	See Below, Page M3	<u>Pole-Mount Transformer</u>	<u>Pad-Mount Transformer</u>
H.V. bushing		\$	\$
L.V. bushing		\$	\$
L.V. bushing	complete, 50 KVA and less	\$	\$
L.V. bushing	complete, 75 KVA and larger	\$	\$
Bushing well		\$	\$
Bayonet fuse, complete		\$	\$
Oil (Must be new and certifiable PCB-free)		\$ 8.00	/gal.

5. Labor rates included in unit bid prices \$ /hr.

Labor rates for additional work not included in unit bids \$ /hr.

Bid prices to be paid to the City for non-repairable scrap transformers, as follows:

Pole-mount transformer, 1 KVA to 250 KVA,
Copper windings \$ /KVA

Aluminum windings \$ /KVA

Pad-mount transformers, 25 KVA to 2500 KVA
Copper windings \$ /KVA

Aluminum windings \$ /KVA

6. Bid prices for disposal or recycling of non-PCB capacitors, circuit breakers, voltage regulators, potential transformers, switches and other electrical equipment.

\$ _____ /lb.

7. Bid price for disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches and other electrical equipment by incineration. This is Optional.

\$ _____ /lb.

8. Bid price for disposal of PCB contaminated (50 ppm & over) capacitors, circuit breakers, voltage regulators, transformers, switches and other electrical equipment by chemical waste landfill. This is Optional.

\$ _____ /lb.

ESTIMATED QUANTITIES

The quantities of materials listed below are estimates of items to be repaired, salvaged or disposed of annually. These estimates are based on quantities generated in recent years. The City does not guarantee these quantities.

Transformer Repair, Recondition and Rewind

10 Transformers/yr.

Approximately ten (10) transformers per year will be repaired. Approximately seven (7) of these will be pole-mount, conventional transformers and three (3) will be pad-mount, single-phase. Most will be 25 KVA, 37.5 KVA or 100 KVA.

Mineral oil

300 gallons mineral oil/yr.

Pole mount transformers to be scrapped

With copper windings, 7000 KVA/yr.
With aluminum windings, 1000 KVA/yr.

Pad mount transformers to be scrapped

With copper windings, 1000 KVA/yr.
With aluminum windings, 1500 KVA/yr.

MINIMUM BIDDER REQUIREMENTS

1. Has your company provided the services covered herein for 5 years or more? Y/N

 Y

Y

2. Does your company accept the City's terms and conditions w/o exceptions? Y/N

 Y

Y

WARRANTY

State warranty on repairs, reconditioning and rewinding, including how the City will be compensated if a transformer fails and the warranty provisions are exercised:

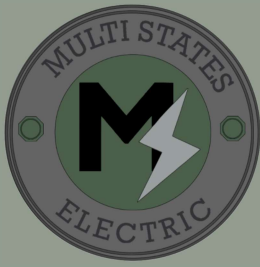
3 Year Warranty

General Parts					
A.B. Cap	\$10.00	Lightning Arresters First Electric 12 KV	\$ 127.00	Pad H.V. Bushing Clamp (2 1/4")	\$10.00
Dual Voltage Cap	\$6.50	Lightning Arresters First Electric 18 KV	\$ 137.00	Pad Hand Hole Cover Gasket	\$25.00
Duel Voltage Switch	\$35.00	Lightning Arresters Fredricktown (10KV, HD, CSP)	\$ 100.00	Pad Inserts (15kv)	\$73.00
Fuse - Primary - CSP	\$25.00	Lightning Arresters Fredricktown (18KV, HD, CSP)	\$ 110.00	Pad Inserts (25kv - 14400)	\$52.50
Flipper Fuse Kit	\$38.60	Lightning Arresters Branson (10 KV, HD, Conv)	\$ 135.00	Pad Tank Exchange (10-75KVA)	\$100.00
Gasket Set - 75 kva	\$35.00	No Tap Block	\$ 5.00	Pad Tank Exchange (100-167 KVA)	\$175.00
Gasket Set - 100 kva	\$40.00	Oil (per gallon)	\$ 8.00	Pad Weld Lid (Thru 50 KVA)	\$150.00
Gasket Set - 167 kva	\$50.00	Operating Handle (Circuit Breaker)	\$ 15.00	Pad Weld Lid (75 KVA and above)	\$225.00
Gasket Set - 250 kva	\$55.00	Pressue Relief Valve - Replaced	\$ 7.00	Pad Gate Valve Small	\$ 35.00
Gasket Set - 333 kva	\$65.00	Pressue Relief Valve - Installed	\$ 17.00	Pad ate Valve Large 1"	\$60.00
Gasket Set - 500 kva	\$70.00	Pressue Relief Valve - Regulators	\$ 7.00	Pad Tap Changer Gasket	\$5.00
Gasket Set - 667 kva	\$80.00	Pri. Terminal	\$ 15.00	Pad Lifting Bolt	\$5.00
Gasket Set - 1000 kva	\$90.00	PCB Oil Test	\$ 25.00	Pad Isolation Link	\$17.50
Ground Connector (Ground Lug)	\$15.00	Tank Covers (5 kva - 25 kva)	\$ 20.00	Pad Lid Gasket - Small	\$20.00
Ground Strap-Transformer Repair	\$4.00	Tank Covers (37.5 kva & 50 kva)	\$ 30.00	Pad Lid Gasket - Large	\$35.00
Hangers (1 1/2 thru 50 kva)	\$12.00	Tank Covers (75 kva, 100 kva, 167 kva)	\$ 45.00	Pad Lid Bolt Assembly	\$25.00
Hangers (75 kva thru 100 kva)	\$35.00	Tank Covers (250 kva)	\$ 125.00	Pad Locking Bolt Assembly	\$50.00
Handhold Covers	\$10.00	Tap Changer - External - Installed	\$ 40.00	Pad Nut Retainer	\$1.30
Hole Plug (Circuit Breaker)	\$15.00	Wildlife Hand Wheel (Azle)	\$ 6.00	Cover Plate	\$15.00
Line Lead (Stud & Lead Assy.)	\$7.00	Nut & Bolt	\$ 3.00		
Nameplate	\$5.00	Pad Bay O Net Fuse Assy. (Installed)	\$ 125.00	Oil Level Plug	\$1.00
Circuit Breakers - 1.5 kva, 3 kva, 5 kva, 7.5 kva	\$20.00	Pad Bay O Net Fuse Assy. (Replaced)	\$ 105.00	Operating Handle	\$4.80
Circuit Breakers - 10 kva	\$25.00	Pad Bay O Net Fuse Holder (Cartridge)	\$ 30.00	Padlock Hasp	\$5.30
Circuit Breakers - 15 kva, 25 kva	\$28.00	Pad Bay O Net Fuse Holder Gasket	\$ 10.00	Penta Head Bolt	\$12.00
Circuit Breakers - 37.5 kva, 50 kva	\$60.00	Pad Bay O Net Fuse Stick (Inner Holder)	\$ 57.50	Penta Head Bolt with Spring	\$15.00
Circuit Breakers - 75 kva	\$97.00	Pad Bay O Net Fuse Stick & Fuse Holder	\$ 70.00	Plug	\$10.00
Circuit Breakers - 100 kva	\$120.00	Pad Carriage Bolt (Stanless Steel)	\$ 4.00		
Primary Bushings - 7200 & 7620 Volt	\$26.00	Pad Carrier Bolt (Lifting Boss)	\$ 7.00	Secondary Connectors	\$46.50
Primary Bushings - 14400 Volt	\$30.00	Pad Cover - Micro II	\$ 7.25	Sight Glass	\$18.00
Secondary Bushings - 5 kva, 7.5 kva, 10 kva, 15 kva	\$17.00	Pad Cover - Standard (10kva thru 50 kva)	\$ 150.00	Test and Paint	75% of bake
Seconday Bushings - 25 kva	\$25.00	Pad Cover - Standard (75kva thru 167 kva)	\$ 200.00		
Seconday Bushings - 37.5 kva, 50 kva	\$35.00	Pad Current Limiting Fuse (Fuse Cartridge)	\$ 75.00	SS HARDWARE \$ 10.00	
Seconday Bushings - 75 kva, 100 kva 120/240	\$60.00	Pad Drain Plug	\$ 5.00		
Seconday Bushings - 75 kva, 100 kva 240/480	\$50.00	Pad Fuse - Load and Fault Sensing	\$ 21.50		
Seconday Bushings - 167 kva - 120/240/277	\$70.00	Pad Fuse Cartridge (Current Limiting Fuse)	\$ 75.00		
Seconday Bushings - 167 kva - 240/480	\$60.00	Pad HV Gasket (Primary)	\$ 10.00		
Seconday Bushings - 250 kva - 120/240/277	\$95.00	Pad HV Gasket (Secondary)	\$ 10.00		
Seconday Bushings - 250 kva - 240/480	\$70.00	Pad Gate Valve - Small	\$ 26.00		
Seconday Bushings - 333 kva & 500 kva- 120/240/277	\$115.00	Pad Gate Valve - Large	\$ 51.60		
Seconday Bushings - 333 kva & 500 kva - 240/480	\$95.00	Pad Ground Connector	\$ 15.00		
Lightning Arresters - CSP - 7200 & 7620	\$95.00	Pad Ground Strap-Padmout	\$ 15.00		
Lightning Arresters - Conv. 7200 & 7620	\$145.00	Pad Hinge Pin Assembly	\$ 22.00		
Lightning Arresters - CSP - 14,400	\$110.00	Pad Hardware Kit (Nut & Washers) (button head bolts)	\$ 10.00		
Lightning Arresters - Conv.14,400	\$168.00	Pad H.V. Bushing (Load Break and Univeral Well)	\$ 70.00		
		LV Bushing up tp 50KVA(sec. bushing	\$ 35.00		
		LV Bushing > 50KVA	\$ 62.00		
		Pad Primary Gasket	\$ 10.00		
		Pad Primary Bushing	\$ 70.00		



Multi-States Electric PCB & Recycling Services

- We purchase transformers with PCB content under 50 ppm at \$0.50 per kVA.
- Transformers manufactured before 1979 will be tested for PCB content for \$25.00 per transformer.
- Transformers with PCB content from 50 ppm to under 500 ppm:
 - \$0.87 per lb.
 - \$27.00 manifest fee
 - \$520.00 freight fee
 - \$500.00 processing fee
 - A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice.
- Transformers with PCB content of 500 ppm or greater:
 - \$1.92 per lb.
 - \$27.00 manifest fee
 - \$520.00 freight fee
 - \$500.00 processing fee
 - A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice.



What We Offer at **MULTI-STATES**

01

Conversions

- Specialize in converting transformers from CSP to conventional designs.
- Upgrading services, enhancing transformers' capacity from 10 kVA to 15 kVA or from 15 kVA to 25 kVA

02

Rewinds

- All rewinds are repaired with copper windings and put through the routine maintenance process resulting in a like-new product.
- Baking process helps to remove any potential moisture in the core.

03

PCB Testing

- Our company conducts proper PCB testing on transformers with potential PCB content and manages all testing paperwork. If a unit tests 50ppm or above, we arrange disposal through a third party and they provide proper EPA disposal paperwork.

04

Scrap Purchasing

- Our company is committed to meeting your scrap disposal needs.
- We purchase any regulators, oil-filled transformers, OCRs, and control panels.
- Reliable and efficient solution for managing and disposing these items.

05

Fast Turnaround Time

- We pride ourselves in our turnaround time for any rushed projects.
- We are equipped to expedite these services in 7-10 business days.
- Our process and commitment allow us to meet tight deadlines without compromising quality.

06

Equipment Tracker

- All equipment coming in and going out of Multi-States goes through a tracker.
- It includes specifications pertaining to the labor on each one.

RENEWAL OPTIONS
TRANSFORMER REPAIR & REMANUFACTURE

The prices stated herein shall remain firm for the period of Notice of Award through July 31, 2021. If agreed, renewals shall carry the same terms and conditions as stated herein. Please indicate your ability to participate in renewal options at the same pricing or at a not-to-exceed percentage increase. **Firm prices must be submitted ninety (90) days prior to renewal date on the pricing section of the bid form if the percentage of increase option is selected.**

Renewal Option 1:

Vendor agrees to a second year of this Price Agreement.

Yes, at the same pricing _____ No _____

Yes, at prices not-to-exceed by 5 % from the previous year

Renewal Option 2:

Vendor agrees to a third year of this Price Agreement.

Yes, at the same pricing _____ No _____

Yes, at prices not-to-exceed by 5 % from the previous year

Renewal Option 3:

Vendor agrees to a fourth year of this Price Agreement.

Yes, at the same pricing _____ No _____

Yes, at prices not-to-exceed by 5 % from the previous year

Renewal Option 4:

Vendor agrees to a fifth year of this Price Agreement.

Yes, at the same pricing _____ No _____

Yes, at prices not-to-exceed by 5 % from the previous year

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order(s) in the amount of \$113,409.31 to ImageTrend for an emergency reporting & report management system, to support the Fire Department in Fiscal Year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

The primary tool in the collection of emergency response data is an organization's report management system (RMS). The Fire Department signed a contract with ImageTrend in FY 2023-2024 and formally transitioned to ImageTrend reporting on January 1, 2025.

The Fire Department has been pleased with the effective balance of simplicity and thoroughness of the reporting system and is utilizing the various features of the software system for reporting, data assessment and other operational and informational needs.

This purchase order is for the annual renewal of the ImageTrend software system.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City is \$113,409.31 and is included in the 2026-2027 adopted budget, page 200, account 0174671-5224.

The total recurring fiscal impact to the City in 2026-2027 fiscal year is approximately \$113,409.31, not to exceed up to a 7% increase in the RMS annual recurring expense per the ImageTrend contract.

Council Action:

Department / Contact	Fire Department /
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REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Sole Source Documentation_ImageTrend 2026
2. ImageTrend_Invoice_FY26-27



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: ImageTrend, LLC 20855 Kensington Blvd. Lakeville, Minnesota 5504	Munis Vendor ID #: Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated Cost: \$ 113,409.31
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 - _____ _____	
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: Jimmy Walker	Department: Fire Department
Signature: <i>Jimmy Walker</i>	Title: Fire Chief
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:



ImageTrend LLC
1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789
Accounting: (952) 469-6200
Email: invoices@imagetrend.com

Invoice PS-INV127155

August 17, 2026

City of Independence Fire Department

John Borel
950 N Spring ST
Independence, MO 64050
USA

Customer ID	Customer PO	Schedule Number	Due Date	Payment Terms
4030		20592 (08/15/26 - 08/14/27)	September 16, 2026	Net 30

No.	Description	Quantity	Unit Price	Comment	Tax %	Line Amount Excl. Tax
43	CAD Distribution	1	4,333.50	Annual Fee	0	4,333.50
Notes: Other Vendor						
460	Elite™ Rescue - SaaS	1	68,694.00	Annual Fee	0	68,694.00
Notes:						
1041	Continuum®	1	15,456.15	Annual Fee	0	15,456.15
Notes:						
1042	Continuum® EMS Content Package	1	7,728.075	Annual Fee	0	7,728.08
Notes:						
1043	Continuum® Fire Content Package	1	7,728.075	Annual Fee	0	7,728.08
Notes:						
1291	SSO	1	5,724.50	Annual Fee	0	5,724.50
Notes:						
754	CrewSense Distribution	1	3,745.00	Annual Fee	0	3,745.00
Notes:						
Subtotal						113,409.31
Total Tax						0.00

Total \$ Incl. Tax 113,409.31

ImageTrend LLC
1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789
Accounting: (952) 469-6200
Email: invoices@imagetrend.com

****Please send checks to our new lockbox****

ImageTrend
PO Box 850942
Minneapolis, MN 55485-0942



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a change order in the amount of \$35,809 for tariff charges, increasing the total contract amount to \$179,089, with Trench Limited for the purchase of twelve (12) 69 kV CCVT transformer replacements for Substation M for the Power & Light (IPL) Department.

Recommendations:

Council approval is recommended.

Background:

Council approved an expenditure of \$128,928 for twelve (12) 69 kV CCVT transformer replacements for Substation M at its December 1, 2025, meeting. After the purchase order was issued, it was determined that the applicable cost was the quoted alternate price of \$143,280. That revised amount was subsequently approved by Council on January 5, 2026. This change order is for additional tariff charges associated with the CCVT replacements, as documented in the attached U.S. Customs and Border Protection entry summaries.

Approval of this item also authorizes the Finance Director to issue change orders up to a cumulative total of ten percent (10%) of the approved change order amount, provided sufficient appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact of this change order is \$35,809, increasing the total project cost to \$179,089. Funding for the Trench CCVT replacement tariff charges is included in the Fiscal Year 2026–2027 proposed budget, page 244, project account number 0217021-5406-202608-C, Substation & Transmission Upgrade and Replacement, IPL Fund 021.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Khristina Irvine
Richard Kemple
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Trench Invoice 6055644
2. Trench tariff 2nd entry summary
3. Trench tariff border entry summary
4. Trench tariff Invoice 6055512



CITY OF INDEPENDENCE
DEPARTMENT OF POWER & LIGHT
21500 E TRUMAN RD
INDEPENDENCE MO 64056-2674
USA

Customer Invoice

Date

18-AUG-2026

Our clerk

Melanie Maharaj

Telephone

Email

melanie.maharaj@trench-group.com

Your account with us

E156100000

Reimbursement for the US Tariff action as per the attached US
Customs and Border Protection Entry Summary (CBP Form 7501)

**DOC
Invoice**

Amount

Curr

Sales order

Reference

1800000647		USD	426300466 / 10	PO 26000935 - 01 / INV
598A000638	5,964.50			6055644

Banking Instruction

Wire & ACH Payments should be directed as follows:

UniCredit Bank GmbH (HypoVereinsbank)

150 East 42nd Street

New York, NY 10017

ABA Routing #: 0260-0880-8 (Fedwire & ACH)

Swift Code: HYVEUS33XXX (International Payments)

For Credit to: Beneficiary: Trench Limited

Account No.: 2411724501

Alternatively Payments can be made to:

Bank Name: Royal Bank of Canada

Bank Address: 180 Wellington Street West, Toronto, Ontario M5J 1J1

SWIFT CODE: ROYCCAT2

Bank Account: 000024032496

Checks Payable to:

Trench Limited, C/O T060094U PO Box 66512

Chicago, Illinois 60666-0512, USA



If you have already sent payment, please disregard this payment reminder and contact us to advise of payment related details.

We thank you very much for your cooperation.

Yours sincerely

Trench Limited



ENTRY SUMMARY

CST: GAC ACE Version 00100

1. Filer Code / Entry Number 551 2813671-7		2. Entry Type 01 ABI/P		3. Summary Date 08/07/2026		4. Surety Number 128		5. Bond Type 8		6. Port Code 3801		7. Entry Date 07/28/2026	
8. Importing Carrier				9. Mode of Transport 30				10. Country of Origin XO				11. Import Date 07/28/2026	
12. B / L or AWB Number PDKE358387				13. Manufacturer ID XOTRELIM1865PIC				14. Exporting Country CA				15. Export Date 07/28/2026	
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading			20. U.S. Port of Unlading 3801	
21. Country of Melt and Pour DE								22. Primary Country of Smelt					
23. Secondary Country of Smelt								24. Country of Cast					
25. Location of Goods / G.O. Number				26. Consignee Number 44-600019000				27. Importer Number 910901-00848				28. Reference Number	
29. Ultimate Consignee Name (Last, First, M.I.) and Address CITY OF INDEPENDENCE Street 1030 S CRYSLER AVE City INDEPENDENCE State MO Zip 640524059								30. Importer of Record Name (Last, First, M.I.) and Address TREPIC0001 TRENCH LIMITED Street 71 MAYBROOK DR City SCARBOROUGH State ON Zip M1V 4B6					
31. Line No.	32. Description of Merchandise							36. A. Entered Value B. CHGS C. Relationship		37. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number		38. Duty and I.R. Tax Dollars Cents	
	33. A. HTSUS No. B. ADA/CVD No.		34. A. Gross Weight B. Manifest Qty.		35. Net Quantity in HTSUS Units								
001	M PDKE358387 CAPACITOR VOLTAGE TRANSFORMERS 2 CRT Invoice Number - 5051737 426300466 000010 PRODUCTS OF CA, NOTE 52 9903.05.93 COP, DER ALU & STL, NT16(C) (VI 9903.82.09 LIQ DIELEC TRANSF, N/O 50KVA							2 CRT NOT-RELATED 0 0		 FREE 25.00%		 0.00 5964.50	
Other Fee Summary (for Block 43)				39. Total Entered Value \$ 23858				CBP USE ONLY				TOTALS	
				Total Other Fees \$ 0.00				A. LIQ Code		B. Ascertained Duty		41. Duty 5964.50	
40. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT I declare that I am the ☐ Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR ☒ owner or purchaser or agent thereof. I further declare that the merchandise ☒ was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR ☐ was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.								REASON CODE		C. Ascertained Tax		42. Tax 0.00	
										D. Ascertained Other		43. Other 0.00	
										E. Ascertained Total		44. Total 5964.50	
45. Declarant Name (Last, First, M.I.) A. N. DERINGER INC				Title Attorney-In-Fact				Signature Jacob Holzscheiter				Date 07/29/2026	
46. Broker/Filer Information Name (Last, First, M.I.) and Phone Number A. N. DERINGER INC 469 Welcome Center Road Swanton VT 05488 802-466-8600								47. Broker / Importer File Number 2450 262813671 NQR					



ENTRY SUMMARY CONTINUATION SHEET

1. Filer Code/Entry No.						
551 2813671-7						
31. Line No.	32. Description of Merchandise			36.	37.	38.
	33. A. HTSUS No. B. ADA/CVD No.	34. A. Gross Weight B. Manifest Qty.	35. Net Quantity in HTSUS Units	A. Entered Value B. CHGS C. Relationship	A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number	Duty and I.R. Tax Dollars Cents
S	8504.21.0020	402	2 NO (371.94 KG)	23858 C 350	FREE 08-	0.00
	I.V.	29850.00	USD @ 1.000000			
	- Brk Fee	28.00				
	- Gov Chg	5964.40				
	E.V.	23857.60	AS 23858			



DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0022
EXPIRATION DATE 02/28/2026

ENTRY SUMMARY

CST: GAC ACE Version 00100

1. Filer Code / Entry Number 551 2798689-8		2. Entry Type 01 ABI/P		3. Summary Date 07/30/2026		4. Surety Number 128		5. Bond Type 8		6. Port Code 3801		7. Entry Date 07/20/2026	
8. Importing Carrier				9. Mode of Transport 30				10. Country of Origin XO				11. Import Date 07/20/2026	
12. B / L or AWB Number PDKE357610				13. Manufacturer ID XOTRELIM1865PIC				14. Exporting Country CA				15. Export Date 07/20/2026	
16. I.T. Number		17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading				20. U.S. Port of Unlading 3801			
21. Country of Melt and Pour DE						22. Primary Country of Smelt							
23. Secondary Country of Smelt						24. Country of Cast							
25. Location of Goods / G.O. Number				26. Consignee Number 44-600019000				27. Importer Number 910901-00848				28. Reference Number	
29. Ultimate Consignee Name (Last, First, M.I.) and Address CITY OF INDEPENDENCE Street 1030 S CRYSLER AVE City INDEPENDENCE State MO Zip 640524059						30. Importer of Record Name (Last, First, M.I.) and Address TREPIC0001 TRENCH LIMITED Street 71 MAYBROOK DR City SCARBOROUGH State ON Zip M1V 4B6							
31. Line No.	32. Description of Merchandise					36. A. Entered Value B. CHGS C. Relationship		37. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number		38. Duty and I.R. Tax Dollars Cents			
	33. A. HTSUS No. B. ADA/CVD No.		34. A. Gross Weight B. Manifest Qty.		35. Net Quantity in HTSUS Units								
001	M PDKE357610 CAPACITOR VOLTAGE TRANSFORMERS 10 CRT Invoice Number - 5051609 426300466 000010 S 122-EXCLUSION, CANADA USMCA 9903.03.07 COP, DER ALU & STL, NT16(C) (VI 9903.82.09 LIQ DIELEC TRANSF, N/O 50KVA					10 CRT NOT-RELATED 0 0		FREE 25.00%		0.00 29844.50			
Other Fee Summary (for Block 43)				39. Total Entered Value \$ 119378 Total Other Fees \$ 0.00		CBP USE ONLY				TOTALS			
40. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT I declare that I am the ☐ Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR ☒ owner or purchaser or agent thereof. I further declare that the merchandise ☒ was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR ☐ was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ Code		B. Ascertained Duty		41. Duty 29844.50			
						REASON CODE		C. Ascertained Tax		42. Tax 0.00			
								D. Ascertained Other		43. Other 0.00			
								E. Ascertained Total		44. Total 29844.50			
45. Declarant Name (Last, First, M.I.) A. N. DERINGER INC						Title Attorney-In-Fact		Signature Jacob Holzscheiter		Date 07/21/2026			
46. Broker/Filer Information Name (Last, First, M.I.) and Phone Number A. N. DERINGER INC 469 Welcome Center Road Swanton VT 05488 802-466-8600						47. Broker / Importer File Number 2450 262798689 LBU							



DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

Continued Page : 2

ENTRY SUMMARY CONTINUATION SHEET

1. Filer Code/Entry No.						
551 2798689-8						
31. Line No.	32. Description of Merchandise			36. A. Entered Value B. CHGS C. Relationship	37. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa Number	38. Duty and I.R. Tax Dollars Cents
	33. A. HTSUS No. B. ADA/CVD No.	34. A. Gross Weight B. Manifest Qty.	35. Net Quantity in HTSUS Units			
S	8504.21.0020	2009	10 NO (1859.70 KG)	119378 C 350	FREE 08-	0.00
	I.V.	149250.00	USD @ 1.000000			
	- Brk Fee	28.00				
	- Gov Chg	29844.40				
	E.V.	119377.60	AS 119378			



CITY OF INDEPENDENCE
DEPARTMENT OF POWER & LIGHT
21500 E TRUMAN RD
INDEPENDENCE MO 64056-2674
USA

Customer Invoice

Date

07-AUG-2026

Our clerk

Melanie Maharaj

Telephone

Email

melanie.maharaj@trench-group.com

Your account with us

E156100000

Reimbursement for the US Tariff action as per the attached US
Customs and Border Protection Entry Summary (CBP Form 7501)

DOC Invoice	Amount	Curr	Sales order	Reference
------------------------	---------------	-------------	--------------------	------------------

1800000614		USD	426300466 / 10	PO 26000935 - 01 / INV
598A000596	29,844.50			6055512

Banking Instruction

Wire & ACH Payments should be directed as follows:

UniCredit Bank GmbH (HypoVereinsbank)

150 East 42nd Street

New York, NY 10017

ABA Routing #: 0260-0880-8 (Fedwire & ACH)

Swift Code: HYVEUS33XXX (International Payments)

For Credit to: Beneficiary: Trench Limited

Account No.: 2411724501

Alternatively Payments can be made to:

Bank Name: Royal Bank of Canada

Bank Address: 180 Wellington Street West, Toronto, Ontario M5J 1J1

SWIFT CODE: ROYCCAT2

Bank Account: 000024032496

Checks Payable to:

Trench Limited, C/O T060094U PO Box 66512

Chicago, Illinois 60666-0512, USA



If you have already sent payment, please disregard this payment reminder and contact us to advise of payment related details.

We thank you very much for your cooperation.

Yours sincerely

Trench Limited

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with MegaKC for an amount not to exceed \$2,746,000, and authorizing change orders up to ten percent (10%) of the authorized amount and any necessary time extensions, for the installation of two Rotary Drum Thickeners (RDT) at the Rock Creek Waste Water Treatment Plant (RCWWTP) as part of the Sludge Thickening Process Improvements Project (No. 302205).

Recommendations:

Council approval is recommended.

Background:

The RCWWTP currently uses two Dissolved Air Flotation (DAF) units as part of the dewatering process to produce class "A" biosolids, which are then land applied. The current units were installed in 1977, and have become increasingly costly and difficult to maintain. Advancements in dewatering and sludge thickening technologies, such as Rotary Drum Thickeners (RDT), have significantly improved this process with a much smaller footprint and less energy consumption. This construction contract will replace the two DAF units at the RCWWTP with two RDT units.

There were two construction bids received through an Invitation to Bid (ITB#26046):

<u>Contractor:</u>	<u>Bid Total:</u>
MegaKC	\$2,746,000.00
Crossland Heavy Construction	\$3,049,500.00

MegaKC has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for approval of this contract.

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$3,020,600, including a ten percent (10%) contingency. Funding for the Sludge Thickening Process Improvements Project (No. 302301) is included in the Fiscal Year 2026-2027 budget, on page 226, in account 302301-C-0317031-5406.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Construction Contract - MegaKC - RCWWTP Sludge Thickening Project - No. 302205-2
2. ITB#26046 - Bid Tabulation
3. Management Analyst RCWWTP Sludge Thickening Memo

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September 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
MegaKC,
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 Sludge Thickening Process Improvements Project (No. 302205) ; 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 two million, seven-hundred forty-six thousand and 00/100 Dollars (\$ 2,746,000) 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 (450) 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 Contractor 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

Bid Tabulation for Independence RCWWTP Sludge Thickening Improvements

Base Bid Item No.	Description	MegaKC		Crossland Heavy	
		Bid Qty (LS)	Bid Price	Bid Qty	Unit Price
1	Demolition of existing Dissolved Air Flotation Units and associated equipment	1	\$ 246,000.00	1	\$ 145,000.00
2	New Rotary Drum Thickener, polyme nr system and transfer pump equipment	1	\$ 1,980,000.00	1	\$ 2,464,000.00
3	New electrical associated with the improvements	1	\$ 230,000.00	1	\$ 216,000.00
4	New HVAC	1	\$ 240,000.00	1	\$ 173,000.00
5	Painting the walls and ceiling	1	\$ 50,000.00	1	\$ 51,500.00
	Total Bid Price		\$ 2,746,000.00		\$ 3,049,500.00



MEMORANDUM

DATE: September 9th, 2026
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Installation of 2 Rotary Drum Thickeners at RCWWTP (Project No. 302205)



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 construction contract with *MegaKC* in the amount of \$2,746,000 for the installation of two (2) Rotary Drum Thickeners (RDT) at the Rock Creek Waste Water Treatment Plant (RCWWTP) as part of the Sludge Thickening Process Improvements Project (Project No. 302205).

The fiscal impact to the City is \$3,020,600. This amount includes a ten percent (10%) contingency. Funding for this project is included in the *Fiscal Year 2026-2027 Budget*, on page 226, in account 302205-C-0317031-5406.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Municipal Services received two (2) proposals after being published on the public purchase website for 30 days. The invitation to bid (ITB) asked for vendors to provide information pertaining to company qualifications, experience, equipment inventory, safety program and pricing structure. City staff reviewed each firm's qualifications and decided to pursue *MegaKC* and it was the lowest of the finalists.

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,

20201 EAST JACKSON DR. • INDEPENDENCE, MO 64057
INDEPENDENCEMO.ORG



A handwritten signature in black ink, appearing to read "Andrew R. Frazier".

Andrew R. Frazier, MPA,
Management Analyst

- C. Troy Anderson, City Manager
 Mike Jackson, Municipal Services Director
 Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve purchase order change order #5 in the amount of \$4,500 to the existing design services contract (PO#27000592) with Renaissance Infrastructure Consulting (RIC) for a revised contract amount not to exceed \$159,272.50, and to authorize change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Leslie to Crane at Hereford Drainage Improvement Project (No. 132201).

Recommendations:

Council approval is recommended.

Background:

These additional design services include design and construction-related services to realign the stormwater systems along Pope Street, including additional staff time and preparation of revised site plans.

City Staff have obtained a quote from RIC for these additional services, totaling \$4,500, bringing the revised contract price to \$159,272.50:

Original Contract Total:	\$ 43,485.00
Change Order #1:	\$ 48,660.00
Change Order #2:	\$ 48,245.00
Change Order #3:	\$ 7,690.00
Change Order #4:	\$ 6,692.50
Change Order #5:	\$ 4,500.00
Revised Contract Total:	\$159,272.50

Located in the Springbranch Watershed, the Leslie to Crane at Hereford Stormwater Project (No. 132201) addresses historic flooding in a residential neighborhood between Fair St. and Hereford Ave. along Pope Ave.

This is a budgeted capital project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$175,199.75, including a ten percent (10%) contingency. Funding for the Leslie to Crane at Hereford Stormwater Project (No. 132201) is included in the Fiscal Year 2024-2025 adopted budget, on page 203, in account 132201-C-0587058-5406.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Scope of Service - Change Order #5 - RIC - Leslie to Crane - Project No. 132201
2. Leslie_to_Crane_and_hereford_location_Map



August 31, 2026

Ted Martin, P.E., CFM
Stormwater Manager – Municipal Services Department
City of Independence, Missouri
20201 E Jackson Dr
Independence, MO 64057

Re: **Leslie to Crane Drainage Improvements – Additional Services Request**

Mr. Martin:

Renaissance Infrastructure Consulting (RIC) is under contract with the City of Independence Municipal Services Department (MSD) to develop plans, specifications, and an engineer's estimate for the Leslie to Crane Storm Drainage Capital Improvement Project (CIP). Based on discussions with you and the contractor, modifications to the proposed alignment and design of the storm sewer on Pope Avenue were requested due to time and utility constraints. The City has requested that RIC provide a scope and fee for the additional work required to make these modifications.

Based on discussions had to date, the following is a summary of the changes to be made:

1. Site visit
2. Realign storm sewer to west side of the street.
3. Update drainage calculations.
4. Update effected plan sheets.

Based on this scope of services we are requesting additional services in the amount of \$4,500.00. A breakdown of the estimated hours are below for reference.

- RIC Labor
 - PM – 4 Hours
 - PE – 12 Hours
 - EI – 16.5
 - Fee: \$4,500.00

Please contact me at vzink@ric-consult.com or 816-800-0952 should you have any questions or require any additional information. We look forward to continuing to serve you on this and future projects.

Very Respectfully:

A handwritten signature in blue ink, appearing to read 'V. Zink', is written over a light blue horizontal line.

Vincent Zink, P.E.
Vice President – Project Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with S4 Sales and Service for an amount not to exceed \$140,000, and to authorize change orders up to ten percent (10%) of the authorized amount, for the removal and installation of filter media beds on Filter #10 at the Courtney Bend Water Treatment Plant (CBWTP).

Recommendations:

Council approval is recommended.

Background:

Filter #10 at CBWTP is undergoing a full filter rehabilitation. This project is for the removal and installation of the filter media beds. Filter media beds utilize granular materials to physically strain particles, removing harmful toxins from water. Rehabilitation of the filter media beds will ensure increased efficiency of filtration and lead to continued safe and clean drinking water.

There were 2 construction bids for this project received through Invitation to Bid (ITB #26039):

<u>Contractor:</u>	<u>Bid Total:</u>
Karbonous Inc.	\$141,165
S4 Water Sales and Service	\$140,000

S4 Water Sales and Service has successfully and satisfactorily completed similar projects for the City in the past. Their bid is being recommended for this contract.

This is budgeted operating expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$154,000, including a ten percent (10%) contingency. Funding for the Filter #10 media replacement is included in the Fiscal Year 2026-2027 adopted budget, on page 225, in account 0404815-5212 - Courtney Bend Maintenance Services - Water Fund (040).

Council Action:

Department /	Municipal Services /
Contact	

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Construction Contract - S4 Water Sales and Service - Filter #10 Media Replacement - CBWTP
2. Bid Tab - ITB #26039 Filter 10 Media Replacement - CBWTP

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September 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

S4 Water Sales and Service,
a LLC 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; 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-hundred forty thousand and 00/100 Dollars (\$ 140,000) 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 (N/A) working 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 Contractor 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

Bid ITB #26039 - Filter 10 Media Replacement
End Date 2026-08-26 10:00 AM CDT

Vendor Vendors - Karbonous Inc and S4 Water Sales and Service

Item Code	Name	Item Description	Unit Price	Qty	Unit	Total Price
Karbonous Inc.	Filter No. 10 Media Replacement	Provide for all labor, equipment, materials, and services required and as specified for performance of the removal of filter media from Filter	\$62,647.00	1	Job	\$62,647.00
	Filter No. 10 Media Replacement	Provide for all labor, equipment, materials, and services required and as specified for the supply and installation of filter media to Filter No. 1	\$78,518.00	1	Job	\$78,518.00
Total						\$141,165.00

Item Code	Name	Item Description	Unit Price	Qty	Unit	Total Price
S4 Water Sales and Service	Filter No. 10 Media Replacement	Provide for all labor, equipment, materials, and services required and as specified for performance of the removal of filter media from Filter	\$61,000.00	1	Job	\$61,000.00
	Filter No. 10 Media Replacement	Provide for all labor, equipment, materials, and services required and as specified for the supply and installation of filter media to Filter No. 1	\$79,000.00	1	Job	\$79,000.00
Total						\$140,000.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with Envirolitics INC for an amount not to exceed \$128,500, and authorizing change orders up to ten percent (10%) of the authorized amount, to replace the protective coating on Filter #10 at the Courtney Bend Water Treatment Plant (CBWTP).

Recommendations:

Council approval is recommended.

Background:

Filter #10 at CBWTP is undergoing a full filter rehabilitation. This project is for the replacement of the protective coating on the existing steel structure for this filter. CBWTP utilizes 14 steel-structured filters in its treatment process. The protective coatings on these structures typically have a 15-20 year lifespan before they need to be replaced. This maintenance reduces downtime and other costly repairs.

There were 3 construction bids for this project received through Invitation to Bid (ITB #26037):

Contractor:**Bid Total:**

Envirolitics INC	\$128,500.00
Clean Infusion LLC	\$152,116.81
Thomas Industrial Coatings	\$279,350.00

City Staff have confirmed that Envirolitics INC has successfully and satisfactorily completed similar projects for other municipalities in the past. Their bid is being recommended for this contract.

This is budgeted operating expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$141,350, including a ten percent (10%) contingency. Funding for coating replacement on Filter #10 is included in the Fiscal Year 2026-2027 budget, on page 225, in account 0404815-5212 - Courtney Bend Maintenance Services - Water Fund (040).

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Construction Contract - Envirologics LLC - Filter #10 Protective Coatings - CBWTP
2. Bid Tab Summary - ITB #26039 - Filter 10 Protective Coating - CBWTP

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September 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
Envirolitics, LLC,
a LLC 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; 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-hundred, twenty-eight thousand, five hundred and 00/100 Dollars (\$ 128,500) 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 (N/A) working 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 Contractor 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

Line Item Bid

Bid Type

ExcelFormat

Version

Bid

End Date

Bid Tabulation Matrix

1

ITB #26037 - Protective Coatings Replacement: Filter No. 10 Courtney Bend Water Treatment Plant

2026-09-01 10:00 AM CDT

Vendor

					Clean Infusion LLC		Envirologics INC		Thomas Industrial Coatings	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Protective Coatings Replacement: Filter No. 10 at th	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 10's interior surfaces.	1	Job	\$108,239.37	\$108,239.37	\$85,000.00	\$85,000.00	\$213,375.00	\$213,375.00
	Brand									
	Item Vendor Ref Number									
2.	Provide for all workmanship, equipment, and materi	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 10's exterior surfaces.	1	Job	\$32,588.82	\$32,588.82	\$26,000.00	\$26,000.00	\$57,325.00	\$57,325.00
	Brand									
	Item Vendor Ref Number									
3.	Protective Coatings Replacement: Filter No. 10 at th	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to Filter No. 10's exterior concrete surfaces.	1	Job	\$11,288.62	\$11,288.62	\$17,500.00	\$17,500.00	\$8,650.00	\$8,650.00
	Brand									
	Item Vendor Ref Number									
TOTAL						\$152,116.81		\$128,500.00		\$279,350.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a construction contract with Smico Contracting Group LLC, for an amount not to exceed \$405,038, and authorizing change orders up to ten percent (10%) of the authorized amount, as part of the Slaker #4 Replacement Project (No. 402702) at the Courtney Bend Water Treatment Plant (CBWTP).

Recommendations:

Council approval is recommended.

Background:

The equipment to be replaced in this project is critical chemical feed equipment necessary for the water treatment process. The existing equipment has reached the end of its effective service life and requires replacement. Executing this project will help to improve the sustainability and reliability of the water treatment plant operation.

There were 3 construction bids for this project received through Invitation to Bid (ITB #26042):

<u>Contractor:</u>	<u>Bid Total:</u>
Smico Contracting Group LLC	\$405,038.00
Rand Construction Company	\$414,619.00
MegaKC Corporation	\$469,970.00

City Staff have confirmed that Smico Contracting Group LLC has successfully and satisfactorily completed similar projects for other municipalities in the past. Their bid is being recommended for this contract.

This is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$445,541.80, including a 10% contingency. Funding for the Slaker #4 Replacement Project (No. 402702) is included in the Fiscal Year 2026-2027 budget, on page 227, in account 402702-C-0417041-5406.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bid Tab Summary - ITB #26042 - Slaker #4 Replacement Project - CBWTP - No. 402702
2. Construction Contract - Smico Contracting Group LLC - Slaker #4 Replacement Project - No. 402702

Line Item Bid

Bid Type
ExcelFormat Bid Tabulation Matrix
Version 1
Bid ITB #26042 - Courtney Bend Water Treatment Plant Paste Slaker Replacement
End Date 2026-09-03 02:00 PM CDT

Vendor						MegaKC Corporation		RAND CONSTRUCTION COMPANY		Smico Contracting Group LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1.	Courtney Bend Water Treatment Plant Paste Slaker Replacement	Lime Slaking Systems Provide for all necessary materials, services, information, products, and incidentals required for supply of one (1) complete lime slaking systems as specified herein.	1	Job	\$251,550.00	\$251,550.00	\$228,562.00	\$228,562.00	\$222,600.00	\$222,600.00	
	Brand										
	Item Vendor Ref Number										
2.	Courtney Bend Water Treatment Plant Paste Slaker Replacement	Slurry Pump Provide for all necessary materials, services, information, products, and incidentals required for supply of one (1) complete lime slurry pump as specified herein	1	Job	\$50,200.00	\$50,200.00	\$53,770.00	\$53,770.00	\$44,036.00	\$44,036.00	
	Brand										
	Item Vendor Ref Number										
3.	Courtney Bend Water Treatment Plant Paste Slaker Replacement	Installation of system no.4 Provide for all workmanship, expertise, equipment, materials, services, and incidentals required for installation of new lime slaking system no. 4 and associated lime slurry pump.	1	Job	\$168,220.00	\$168,220.00	\$132,287.00	\$132,287.00	\$138,402.00	\$138,402.00	
	Brand										
	Item Vendor Ref Number										
TOTAL						\$469,970.00		\$414,619.00		\$405,038.00	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September 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
Smico Contracting Group LLC,
a LLC 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; 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.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 four-hundred five thousand, thirty-eight and 00/100 Dollars (\$ 405,038.00) 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 (N/A) working 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 Contractor 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 approve a purchase order to, and a design contract with, Olsson Inc. for an amount not to exceed \$2,480,933.73, and authorizing change orders up to ten percent (10%) of the authorized amount, for engineering design services as part of the 23rd Street Mobility & Safety Project (No. 112601).

Recommendations:

Council approval is recommended.

Background:

The 23rd Street Mobility & Safety Project (No. 112601) will provide improvements along 23rd Street (M-78) from Blue Ridge Boulevard to Lee's Summit Road. Additionally, the project will implement the City's Complete Streets Policy, with planned improvements including new ADA-compliant sidewalks and ramps, a shared-use path, pedestrian and traffic signal improvements, transit stop improvements, implementation of access management best practices, and stormwater best management practices (BMPs).

City Staff issued a request for proposals (RFP #25032) requesting proposals from qualified engineering firms to perform a traffic study, topographic survey, and geotechnical investigations, prepare conceptual plans, preliminary engineering plans, right-of-way plans, legal description & exhibits, ROW acquisition services, final plans, bid documents, and provide both stakeholder and utility coordination services for this project.

Staff received proposals from 10 qualified engineering firms. After reviewing the received proposals, staff have selected Olsson as the engineer of record and negotiated a scope and fee not to exceed \$2,480,933.73 to perform these services. Their proposal is being recommended for this design contract.

The 23rd Street Mobility & Safety Project (No. 112601) is eligible for up to \$11.4 million in grant reimbursements awarded through the Mid-America Regional Council (MARC), with a 20% match in local funds:

<u>Grant:</u>	<u>Total:</u>
Carbon Reduction Program (CRP)	\$2,900,000
Transportation Alternative Program (TAP)	\$1,500,000
Surface Transportation Block Grant (STBG)	\$6,000,000
Congestion Mitigation and Air Quality Program (CMAQ)	\$1,000,000

This is a budgeted capital expense.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$2,729,027.10, including a ten percent (10%) contingency. This project is eligible for reimbursements of up to \$2.9 million in CRP funds, \$1.5 million in TAP funds, \$6 million in STBG funds, and \$1 million in CMAQ funds. Funding for the 23rd Street Mobility & Safety Project (No. 112601) will be provided by the City's Street Sales Tax and is included in the Fiscal Year 2026-2027 budget, on page 227, in account 112601-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Contract - Professional Services - Olsson - 23rd St. Safety & Mobility Project - No. 112601
2. Scope of Service - Olsson - 23rd St Safety & Mobility Project - No. 112601
3. 23rd Street Mobility & Safety Improvement Project_Project Limits
4. Management Analyst 23rd St Mobility & Safety Improvements Memo

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and,

Olsson, Inc. _____, a Corporation (hereinafter called consultant).

WITNESSETH:

WHEREAS, City requires _____ **Engineering Design** _____ 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
_____ **\$2,480,933.73** _____.

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 Al-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 _____

SCOPE OF ENGINEERING SERVICES
FOR
23RD STREET (M-78) MOBILITY & SAFETY
IMPROVEMENTS
(BLUE RIDGE BLVD TO LEE'S SUMMIT ROAD)

FEDERAL PROJECT NUMBER 3379(448)
CITY PROJECT NUMBER 112601

General Project Description:

The project will improve mobility and safety and will provide alternative transportation modes for the community and improve multimodal access along 23rd Street. These improvements will enhance the safety for all transportation users in the area, especially local school children, and connect residents and users to the commercial centers along the 23rd Street (M-78) corridor.

The City has been awarded federal funding from the Mid America Regional Council's (MARC) Surface Transportation Alternatives Program (TAP), Carbon Reduction Program (CRP), Surface Transportation Block Grant Program (STBG), and Congestion Mitigation and Air Quality Program (CMAQ) funds to support this Project. The project will optimize the operational level of service (LOS) along the corridor while reducing delays and addressing capacity-related issues. The project will further implement the City's Complete Streets Policy and include the addition of new ADA compliant sidewalks and ramps, pedestrian and traffic signal improvements, transit stop improvements, provide access management best practices along with stormwater management and new green infrastructure along 23rd Street (M-78) from Blue Ridge Boulevard to Lee's Summit Road.

1. Project Management

- 1.1. Attend one predesign meeting. Design team will meet with city staff to coordinate design decisions, schedule, construction budget, Quality Management Plan and checklists, design reviews, risk management, constructability reviews and value engineering opportunities, permitting, and any other communication needed to kickoff project design.
- 1.2. Meet with the city staff on a bi-weekly basis for project coordination and progress meetings (assume 45 virtual meetings). Meetings with MoDOT will be conducted in lieu or in conjunction with bi-weekly meetings.
- 1.3. Site visit and document existing site conditions through photographic imagery. (Assume 5 trips)
- 1.4. Create a detailed project design work breakdown structure. Project schedule will be developed based on the work breakdown structure, and will include, but not limited to, design activities, design resources, activity durations and dependencies, the design critical path, and resource leveling, major milestones, and submittals. The schedule will be tracked and maintained in a weekly manner, and status updates comparing planned versus progress will be provided to the city's staff during the bi-weekly coordination and progress meetings. Additionally, Schedule updates will be made at milestones and when major schedule changes occur.
- 1.5. Monitoring scope, schedule, and fee related to design contract.
- 1.6. Correspondence with City on the project. Correspondence could include phone calls, Teams meetings, emails, or other forms related to miscellaneous project items.
- 1.7. Prepare cost estimates at each design phase. The construction cost estimates will be based on completed design plans for the phase and include an agreed upon contingency based on a list of risk items to account for construction risks and uncertainties.
- 1.8. Internal meetings and coordination with Olsson design staff to coordinate design efforts within and between design groups.
- 1.9. QA/QC for deliverables at each phase of design. As part of the quality control effort, constructability review (CR) sessions will be conducted at the 60% and 95% design completion milestones by Olsson with representatives from utilities, Associate General Contractors of America (AGC), City's Design and Construction Staff, MoDOT design and Construction Staff, and environmental agency. The CR meeting aims to assess any potential constructability issues and to update the list of potential risks associated with the project as well as their assessment as more info become known. An assessment of contractor's potential means and methods is conducted at this review to evaluate if it matches the construction phases. This meeting can be held virtually or at the City of Independence. The risks identified in this meeting, along with the qualitative assessment and risk response strategy for each risk, shall be updated in the Risk Register as needed.

The entire CR effort must be summarized and outlined in a report and submitted to the city as part of the 60% and 95% design packages.

- 1.10. Assist city with MoDOT co-share application.

2. Concept Design (15% Plans)

2.1. Survey

See Sub-consultant (Powell) scope.

2.2. Traffic

2.2.1. Study Methodology –

Olsson will develop detailed traffic study methodology and submit to the City following Notice to Proceed.

2.2.2. Data Collection –

Olsson will coordinate with the Independence Municipal Commons Department and the Missouri Department of Transportation (MoDOT) Traffic Group to obtain information on approved studies, plans, and long-range planning documents along the corridor. Olsson will review available data to understand planned developments and/or improvements which might impact the study area. Trips generated from approved studies will be included in the analysis.

2.2.3. Traffic Counts –

Traffic count data will be obtained through coordination with the City of Independence. 24-hour volume counts will be collected at multiple locations along 23rd Street to establish corridor volume profiles, daily traffic patterns (ADT), and support development of future year volumes.

13-hour turning movement counts (6:00 AM to 7:00 PM) will be collected at key signalized intersections along the corridor, including 23rd Street intersections with:

- Maywood Avenue
- Sterling Avenue
- Chrysler Avenue
- Noland Road
- Woodbury Street
- Lee's Summit Road
- Northern Boulevard
- Vermont Avenue
- Stone Street / McCoy Street

Peak period turning movement counts will be collected at selected unsignalized intersections along the corridor during the weekday AM (7:00a-9:00a) and PM (4:00p-6:00p) peak periods. Unsignalized intersections include 23rd Street intersections with:

- Blue Ridge Boulevard
- Westport Road

Turning movement counts will include vehicle classification, pedestrians, and bicycles.

2.2.4. Traffic Analysis -

Capacity analysis based on the Highway Capacity Manual will be performed at all signalized and unsignalized intersections along the project corridor. Olsson will update the current Operation Green Light (OGL) 23rd Street Synchro model to add non-signalized intersections where applicable and verify current lane configuration, and update volumes per new traffic counts.

Olsson will conduct capacity and queuing analysis for the typical weekday AM and PM peak hours for the following four (4) scenarios:

- (a) Existing Conditions*
- (b) Existing Conditions plus Proposed Improvements*
- (c) Future Year (2045) – No Build Conditions*
- (d) Future Year (2045) – Proposed Improvements*

Capacity analysis will provide the basis for determining appropriate traffic control and geometric improvements. Queuing analysis will provide the basis for determining the needed length of any auxiliary lanes and signal phasing.

Olsson will evaluate corridor access management characteristics, including driveway density, spacing, and proximity to intersections. The evaluation will identify locations where existing access configurations may contribute to operational inefficiencies or safety concerns, such as closely spaced driveways, offset intersections, or conflicting turning movements.

Where appropriate, opportunities for access management improvements will be identified, including consolidation of access points, restriction of turning movements, median modifications, or alignment with City and state access management guidelines. Additionally, segment-level analysis between signalized intersections will be completed using Highway Capacity Software (HCS).

2.2.5. Crash History Review -

Crash data for the last 5 full years will be collected from State and Local agencies and reviewed/analyzed by Olsson staff. The crash data will be summarized and categorized into mode, severity, and location, and used to review potential crash patterns or histories along the corridor.

2.2.6. Alternative Development -

Olsson will identify potential alternative configurations along 23rd Street within the study area and review the positive and negative attributes for each alternative option for discussion. Alternatives will be assessed based on traffic operations, safety performance, multimodal considerations, and anticipated impacts. Alternatives will incorporate potential access management strategies as applicable to support improved safety and corridor operations. A draft exhibit depicting the preferred alternative configuration will be provided and used as a point of reference with the City to discuss the benefits and drawbacks of the identified improvements. Based on discussion with City staff, the preferred alternative will be analyzed and included within the study to quantify the benefits to safety and operations while also considering the cost and impact along the corridor. Crash modification factors will be provided to support the analyzed alternatives.

2.2.7. Traffic Operations Report

All information collected and developed in Task 2.2 will be summarized into a report, concluding with recommendations for 23rd Street network.

2.3. Roadway

2.3.1. Once the traffic study report is approved by the city, and a recommendation for best potential alternative is made, Olsson will begin the design process through the generation of lane configurations and geometrics.

2.3.2. Establish concept level sidewalk/trail/bike lane configuration design.

2.3.3. Establish concept level intersection configurations.

2.3.4. Establish concept level grading and end condition design including grading limits.

2.3.5. Create concept level strip map. Strip map will include conceptual level design of proposed roadway geometrics including pavement, curbs, sidewalks/trails, signal locations, and driveways.

- 2.3.6. Railroad conceptual coordination including cursory submittal to RR.
- 2.3.7. Generate concept level quantities for the purpose of generating a conceptual level cost estimate.

2.4. Drainage and Stormwater Report

- 2.4.1. TREKK Coordination and Pipe video evaluation - Coordinate pipe video inspections with TREKK. Once video inspections are complete, evaluate the pipe video inspection reports provided by TREKK. Review all pipe segment ratings and prepare a GIS shapefile that includes pipe characteristics (size, length, condition rating, repair or replacement recommendations, etc.).
- 2.4.2. Storm sewer system design coordination - Internal design coordination with the roadway design team. Prepare storm sewer pipe and structure recommendation maps of the entire project corridor to help guide discussions about recommended pipe and structure repair or replacement solutions. Assumes up to three rounds of coordination with the design team.
- 2.4.3. Water quality best management practice (BMP) assessment and report - Evaluate the water quality level of service for the project corridor using the criteria outlined in the 2012 MARC BMP Manual and APWA 5600 as adopted with Atlas 14 hydrology. Prepare a memo summarizing the level of service calculations and recommendations for meeting the level of service requirement. It is assumed that the recommended BMP options will be structural treatment units and can be sized and incorporated into the design with minimal additional effort. Detailed design on a recommended BMP is not included in this scope. Up to two (2) meetings with the client are assumed to review the BMP assessment findings and discuss potential BMP solutions.

2.5. Utility Coordination

- 2.5.1. Establish utility list and point of contacts of the utility entities with facilities within the project limits.
- 2.5.2. Coordination with each utility to acquire facility maps or other information available of the facilities within the project limits.
- 2.5.3. Import and compare facility maps and city-provided GIS information with utilities located and surveyed for accuracy and completeness.

2.6. Public Involvement

- 2.6.1. Provide design materials for city-maintained online presence. Material will include project description narrative, strip map, or other information readily available from the design process.

- 2.6.2. Prepare for and present concept to council (1 meeting). Presentation will include a comparison of each of the proposed alternatives versus the existing condition, along with a traffic simulation of the preferred alternative. Olsson will be available for questions or comments from Council.
 - 2.6.3. Prepare for and attend conceptual level informational open house public meeting (1 meeting). Meeting materials will include strip map, typical section display, traffic report summary of findings with historical crash experience information and proposed driveway consolidation/median installation exhibit, proposed alternative, sign-in sheet, and comment forms. Meeting will not include a presentation, but Olsson staff will be present to explain project concept to attendees and answer questions on an individual basis.
- 2.7. Environmental Studies and National Environmental Policy Act (NEPA) Document Preparation
- 2.7.1. Prepare and maintain a Request for Environmental Review (RER) for evaluation of Missouri Department of Transportation (MoDOT) NEPA checklist items and coordinate with MoDOT Environmental staff to ensure adequate documentation is provided and all necessary clearances are obtained. It is assumed that the project will qualify for a Programmatic Categorical Exclusion (PCE) NEPA classification. Will provide copies of all maps, photologs, surveys, reports, permits, etc., to support impact determinations for all environmental resources.
 - 2.7.2. Complete wetland delineation field study and habitat assessment for threatened and endangered species and migratory birds and prepare report summarizing findings. Field studies will be completed by qualified biologists. It is assumed that all necessary field work will be completed in one site visit.
 - 2.7.3. Any requested cultural resources surveys (may include both architectural and archaeological) and reports summarizing findings will be completed by qualified historic preservation professionals under a subconsultant agreement. Reports and other documentation will be provided to MoDOT Historic Preservation for review prior to submission to SHPO. Adequate information will be provided to MoDOT for FHWA to initiate consultation with interested Tribes as part of the Section 106 process.
 - 2.7.4. Based on results of field investigations, assist City of Independence in completing necessary permitting with the U.S. Army Corps of Engineers (USACE). Prepare consultation Section 404 permit application. It is assumed that the project will fall under a Section 404 Nationwide permit. Preparation of an Individual permit is not included in this scope.

- 2.7.5. Findings of the habitat assessment will be provided to MoDOT Environmental staff to complete a threatened and endangered species review and any necessary consultation as FHWA's designated non-federal representative with the U.S. Fish and Wildlife Service (USFWS).
- 2.7.6. Using desktop resources, evaluate potential impacts to remaining environmental resources, including socioeconomic; traffic; farmland; stormwater and erosion control; noise; public lands; floodplains and floodways; FEMA buyout sites; and hazardous waste.

3. Preliminary Design (35% Plans)

3.1. Traffic

- 3.1.1. Lay out traffic signal pole locations based on new ADA sidewalk plans and median reconfigurations. No full signal replacements are anticipated to be included with the project. (Assumes modifications at each of the 6 signalized intersections along the corridor).
- 3.1.2. Review existing street lighting conditions along the corridor and identify street lighting modifications to enhance safety and visibility of the future roadway network based on recommended alternative (Assumes new lighting along 23rd Street). Voltage drop calculations will be completed. New streetlight poles will be placed for this plan set. All lighting placed along the roadway will meet MoDOT standards at a minimum.
- 3.1.3. Permanent pavement marking and signing plans will be developed.
- 3.1.4. An initial construction phasing plan will be developed for review. Traffic design shall follow City of Independence standards and specifications and meet the criteria established in the MoDOT Engineering Policy Guide (EPG) and Manual of Uniform Traffic Control Devices (MUTCD).

3.2. Roadway

- 3.2.1. Horizontal geometry development including tapers, storage lengths, sidewalks, driveways, and road shifts.
- 3.2.2. Layout ADA ramps (Assume 170 ramps). Preliminary ramp layout will include horizontal layout on plan sheets.
- 3.2.3. Vertical geometry for improvements. Geometry will generally follow existing roadway grade with modifications to edge of pavement and curb based on lane modifications.
- 3.2.4. Curb return design at public street intersections.

- 3.2.5. Intersection sight distance/turning movements at public streets and entrances where modifications are made.
- 3.2.6. Road template and surface model will be generated based on the proposed improvements.
- 3.2.7. Entrance design based on the improved roadway and ADA compliance for sidewalks.
- 3.2.8. Grading limits will be developed based on the proposed improvements.
- 3.2.9. Cursory RR submittal and coordination.
- 3.2.10. Determine utilities that need potholes and conduct necessary potholes. Potholes will be completed through Olsson's allocated sub.
- 3.2.11. Prepare utility master plan in color.
- 3.2.12. Preliminary Plans including the following sheets:
 - (a) Title sheet*
 - (b) General layout with list of acronyms and abbreviations and legend.*
 - (c) Alignment layouts, table & Survey Reference Sheet*
 - (d) General Notes*
 - (e) Demo plans*
 - (f) Typical sections*
 - (g) Road plan sheets (Scale 1"=20' horizontal) (Assume 30 Mainline)*
 - (h) Road profile sheets (Scale 1"=20' horizontal - 1"=10' vertical) (Assume 30 Mainline)*
 - (i) Standard details*
 - (j) Preliminary storm sewer plan and profiles*
 - (k) Drainage area map and catchment plans*
 - (l) Storm sewer details*
 - (m) Traffic Plans (signal modifications, pavement marking, lighting, signing, MOT)*
 - (n) Road Cross Sections (every 25 feet)*
 - (o) Utility display with existing utilities and any known relocation plans*

3.3. Storm Drainage and Sanitary

- 3.3.1. Pipe network layout. Layout assumes using 80% of the existing storm system in place. Pipes will be added based on needed capacity, replaced storm systems in place, and/or based on the recommendation of the drainage/hydrology study to meet specific discharge needs/patterns/directions to convey within or through, the right of way using curb, grade, elevation, sidewalks, driveways, gutter, collection, and/or conveyance in the most cost effective manner per APWA 5600 as adopted using Atlas 14 hydrology. Location unable to fully meet APWA 5600 as adopted using Atlas 14 hydrology, shall seek a mitigation pathway using benefit vs. cost and shall identify such locations per 5.2.5 (u). Where cost is high, a mitigation focus seeking to mitigate, with focus on prevention of harm to structures, and then private lands per APWA 5600 as adopted shall be sought. Any mitigation sites, that do not fully meet APWA 5600 standards as adopted shall be reviewed with City to seek best mitigation vs. costs and all such mitigated sites shall be noted per 5.2.5 (u).
The need for additional catch basins and pipes shall also be derived based on spread and spacing requirements of City APWA 5600 as adopted. Condition assessment will be completed by a subconsultant. Olsson's coordination with the subconsultant is included in this task.
- 3.3.2. Hydrology of the project limits will be analyzed to determine capacity of the existing storm sewer system and capacity deficiencies. MoDOT standards and specifications will be used.
- 3.3.3. Pavement spread and inlet spacing calcs will be analyzed to determine capacity of the existing storm sewer system and capacity deficiencies. New storm inlets maybe provided to ensure spreads and inlet spacing meet required criteria of City APWA 5600 as adopted.
- 3.3.4. Storm sewer pipe calcs for the proposed system using inlet/outlet control, headwater/tailwater, & losses including minor losses.
- 3.3.5. Plot existing sanitary sewer lines on storm sewer profiles and verify minimum slopes, covers, and clearance requirements are met.

3.4. Utility Coordination

- 3.4.1. Submit preliminary plans to utilities owners for verification of existing facilities and conflict analysis.
- 3.4.2. Consideration of utility owner identified conflicts and assist with develop of relocation solutions. Utility owner designed relocation plans will be displayed in plans.
- 3.4.3. Provide electronic base maps to all utilities for their use in developing relocation plans.

3.5. Public Involvement

- 3.5.1. Prepare for and attend preliminary level informational open house public meeting (1 meeting). All stakeholder, including property owners in the vicinity of the project area will be invited to attend this meeting. Olsson shall work with the City Communications Office to prepare flyers and mailers. Meeting materials could include strip map, typical section display, sign-in sheet, traffic simulation and comment forms.
- 3.5.2. Provide design materials for city-maintained online presence. Material could include project status narrative, preliminary plan information, or other information readily available from the design process as deemed necessary by the City of Independence Staff.
- 3.5.3. Individual meetings with stakeholders (assume 10 meetings). Meeting could be to discuss individual concerns from homeowners or business owners related to impacts of the design to their property. All individual meetings and public discussions will be summarized and submitted by Olsson for the City of Independence for further documentation and public release arrangements.
- 3.5.4. Submit preliminary plans to MoDOT for review.

4. ROW Design (60% Plans)

4.1. Traffic

- 4.1.1. Once the initial layouts of traffic signals are approved, the traffic signal plans will be advanced to include all conduits and component modifications as needed (assumes modifications at each of the 6 signalized intersections along the corridor).
- 4.1.2. Street lighting conduits and controllers will be added to the plans as needed and circuits will be identified.
- 4.1.3. Modifications will be made to permanent pavement marking and signing plans based on any comments on 35% plans.
- 4.1.4. Maintenance of traffic plans will be developed based on the approved phasing plan to identify work zone requirements for signing, pavement markings, channelizers, message boards, and other temporary elements. Pedestrian detour(s) will be developed.

4.2. Roadway

- 4.2.1. Address preliminary design comments.
- 4.2.2. Identify construction phasing, sequencing, staging areas, proposed temporary and permanent ROW impacts based on Limit of Disturbance. At this stage, Olsson will start coordinating with the city and MoDOT to initiate and complete ROW appraisals and Acquisition.

- 4.2.3. Right-of-way and Easement determination. We have included an allowance for easement determination for up to seventy-eight (78) parcels. Signed and sealed easement exhibits will be provided by the sub-consultant
- 4.2.4. Update plan/profile sheets with right of way information and design changes.
- 4.2.5. Update cross sections based on design changes and refinement.
- 4.2.6. Coordinate design and materials with ROW agent during appraisal and acquisition process.
- 4.2.7. Submit ROW plans to MoDOT's consultant and city for review.

4.3. Public Involvement

- 4.3.1. Individual stakeholder/landowner meetings (assume 20 meetings). Meeting could be to discuss individual concerns from homeowners or business owners related to impacts of the design to their property.
- 4.3.2. Provide design materials for city-maintained online presence. Material could include project status narrative, right of way plan information, or other information readily available from the design process.

5. Final Design (95% Plans)

5.1. Traffic

- 5.1.1. Address ROW plan comments regarding traffic signal modifications, develop quantities, and add any special details.
- 5.1.2. Finalize street lighting plans to include quantities and any special details.
- 5.1.3. Finalize permanent pavement marking and signing plans based on any comments. Quantities and any special details will be completed.
- 5.1.4. Maintenance of traffic plans will be finalized based on any comments.
- 5.1.5. Cost estimates and specifications will be developed for all traffic items.

5.2. Roadway

- 5.2.1. Address ROW plan comments.
- 5.2.2. Update and refine road template and surface model based on design changes and refinement which may include, but not limited to, adding gutters, sidewalks, and ADA ramps to the corridor surfaces.
- 5.2.3. Update preliminary design and plan set sheets based on design refinement, changes, and final plan details.

- 5.2.4. Coordinate construction phasing with traffic group for traffic control sheets. Similarly, coordinate construction phasing with drainage system to verify efficiency is obtained during construction. Additionally, provide temporary and permanent sediment and erosion control measures along with Operation and Maintenance plans to ensure efficiency is obtained throughout construction phases.
- 5.2.5. Final plan sheets
- (a) Title sheet*
 - (b) General layout with list of acronyms and abbreviations and legend.*
 - (c) Alignment layouts, table & Survey Reference Sheet*
 - (d) General Notes*
 - (e) Quantity sheets*
 - (f) Demo plans*
 - (g) Typical sections*
 - (h) Road plan sheets (Scale 1"=20' horizontal) (Assume 30 Mainline)*
 - (i) Road profile sheets (Scale 1"=20' horizontal - 1"=10' vertical) (Assume 30 Mainline)*
 - (j) Standard details*
 - (k) Preliminary storm sewer plan and profiles*
 - (l) Drainage area map and catchment plans*
 - (m) Storm sewer details*
 - (n) Traffic Plans (signal modifications, pavement marking, lighting, signing, MOT)*
 - (o) Road Cross Sections (every 25 feet)*
 - (p) Utility display with existing utilities and any known relocation plans*
 - (q) Intersection detail sheets*
 - (r) Entrance sheets*
 - (s) Sidewalk ramp sheets*
 - (t) Storm sewer calc sheets*
 - (u) GIS of any locations where full APWA 5600 standards as adopted using Atlas 14 hydrology levels of service could not be fully achieved. By final plans these locations should seek to identify the degree of mitigation they can achieve vs. existing for APWA 5600 as adopted with Atlas 14 hydrology. This is required only where APWA 5600 levels of service for structures, roads, crossings, gutter flow, collection, conveyance, overflows and other APWA 5600 required design standards may not be fully met within the allowed project scope and costs. The aspects mitigated vs. met should be within the GIS.*
- 5.2.6. Erosion control plans/SWPPP document creation.

- 5.2.7. City of Independence, APWA, or MoDOT specifications will be used where possible. Technical specifications and JSP's will be provided where standard specifications are not available.

5.3. Utility Coordination

- 5.3.1. Review each utility company's relocation plans.
- 5.3.2. Obtain and import digital plans of relocation layout from each utility.
- 5.3.3. Coordinate and assist utility conflict resolutions.

5.4. Public Involvement

- 5.4.1. Prepare for and attend final level informational open house public meeting.
- 5.4.2. Provide design materials for city-maintained online presence.
- 5.4.3. Individual meetings with stakeholders (assume 10 meetings)

6. PSE (100% Plans)

6.1. Traffic

- 6.1.1. Address Final plan/specification/estimate comment regarding traffic signal modifications.
- 6.1.2. Address Final plan/specification/estimate comment regarding street lighting modifications.
- 6.1.3. Finalize permanent pavement marking and signing plans/specification/estimate.
- 6.1.4. Finalize temporary traffic control plans/specifications/estimate.

6.2. Roadway

- 6.2.1. Address final plan/specification/estimate comments.
- 6.2.2. Coordinate submittals/documentation with MoDOT.

7. Bidding Phase

- 7.1.** Coordinate plan room implementation for bidding
- 7.2.** Provide plans and specs to additional plan rooms.
- 7.3.** Prepare written addenda to the bidding documents.
- 7.4.** Attend and prepare for the pre bid meeting to address any potential biddability related issues to ensure the package is biddable and to verify that the 95% CR comments were addressed (assumed 1 meeting) and prepare minutes.

- 7.5. Answer Contractor questions during the bid period.
- 7.6. Prepare bid tabs in MS Excel
- 7.7. Attend bid letting.
- 7.8. Assist the City in analyzing bids and making recommendations.
- 7.9. Provide electronic and hard copy plans – up to 10 sets (6 full-size and 4 half-size sets) to the Contractor.
- 7.10. Provide up to 5 sets of half size (11x17) color utility relocation plans to Contractor.

8. Construction Period Services

- 8.1. Shop Drawings & Submittals
- 8.2. Construction questions/RFI's
- 8.3. Plan Revisions
- 8.4. Prepare Final Record Drawings/As-builts.
- 8.5. Attend monthly construction progress meetings (Assume 12 meetings.)

9. Signal Timing

- 9.1. Signal Timing Development. Based on the completed and approved traffic analysis, existing signal timings will be updated. Consideration will be taken to the existing timings along the corridor and signals outside of the study corridor.
- 9.2. Input Signal Timings to ATMS. Olsson will coordinate with OGL staff to input implementation-ready timing data into the ATMS. The dates that old data is archived, and new parameters are implemented will be recorded, so that an accurate record of traffic signal timing parameter changes are accurately documented should there be a need to recall the operational settings of a traffic signal operation. The timing data will include all basic timing revisions and new coordination timing, as approved by the city, and time-of-day settings. The initial timing data will be reviewed by city staff for comment and approval. Olsson will revise the timings plans, as needed, based on city comments.
- 9.3. Implementation. Olsson will work with city staff and OGL to implement the new timing plans in the central signal system software or remotely shortly after geometric modifications are in-place. Implementation will be for the six (6) signals along corridor during typical conditions when school is in session.

9.4. Field Adjustments. Olsson staff will conduct thorough field reviews after the deployment of the timing plans. The corridors will be driven to ensure that signals are serving all movements, sequences match the model, and no major queues/delays have developed from the implementation of each plan. If necessary, Olsson will make adjustments to the timings to address issues noted during field observations. Special attention will be given to left-turn movements, the interaction of cross-corridors, and existing coordinated crossing arterials. Revised timing plans will be submitted, as needed, based on changes made during the field review and adjustment task. The city will assist during implementation to correct field related issues including issues related to detection and controller firmware nuances in a timely manner.

Client Provided Information:

The City shall provide the Consultant with the follow:

- General Design Criteria
- Latest version of standards and specifications
- Pavement Type and design requirement is to be derived based on the Pavement Condition Index "PCI" provided by the COI, geotechnical information (pavement cores) provided by MoDOT, and final design and lane configuration selected for each segment of the corridor.
- Available city project plans and permit project plans along the corridor
- Crash Reports
- Traffic Count History, if available
- As-built plans for all infrastructure systems, if available
- GIS database files
- Grant application and Information

Project Assumptions:

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Pavement design will match the existing paving section or standard arterial roadway section standards for material and thickness and will not be independently developed or evaluated by the Consultant.
- City will provide sanitary sewer service line location and elevation information, as available, to comply with APWA 5500 and 5600, as adopted. Locations will be verified by consultant survey.
- Private irrigation modifications on will be investigated but handled with a performance specification of required repair method in the construction plans or negotiated during right of way acquisition.

- Environmental:
 - Consultant assumes that the project will qualify for a Categorical Exclusion (CE) NEPA determination by FHWA.
 - Consultant assumes only one site visit for permitting evaluation.
 - Consultant assumes that the project will not require formal ESA Section 7 consultation with USFWS.
 - Consultant assumes that the project will not require a Section 404 Individual Permit from USACE.
- Cultural Resources:
 - Client will provide electronic mapping and any necessary information in a timely fashion.
 - The project will primarily be in an urban setting with no more than 160 shovel probes conducted.
 - There will be no significant delays to fieldwork schedule due to weather, landowner permission, or client delays.
 - The architectural field survey will take place from the public right-of-way. No private properties will be accessed by architectural historians.
 - Only one field mobilization will be necessary for each survey (archaeology and architectural history).
 - The APE for the built environment is defined as a 50 ft buffer surrounding any areas of new ROW, permanent easement, or temporary construction easement associated with sidewalk construction. If ROW is not yet determined at the time of the survey, a 50 ft buffer surrounding the entire corridor will be considered.
 - No more than 100 historic architectural sites will be recorded.
 - Formal consultation or mitigation of adverse effects (HABS/HAER recording, etc.) is not considered a component of this proposal. Similarly, the preparation of mitigation plans or agreement documents are beyond the scope of this proposal.
- Storm Drainage pipe network layout assumes that 80% of the existing system will be used in place.
- Railroad submittals and coordination will be limited to cursory submittals and limited coordination. No improvements to RR facilities are planned or required.
- Temporary traffic signal designs will be handled via job special provision stating the design will be the responsibility of the contractor or designed by the Consultant via contract amendment.
- Consultant will provide the Client PDF and CAD files on CD or an online file exchange system.
- Consultant assumes that acquisitions will be negotiated using 60% Right-of-way Plan set, which will allow changes to be incorporated into the final PS&E. Design and plan change requests due to property negotiations after final plans are submitted may require a contract amendment.
- Permitting and mitigation fees encountered during design will be paid by the city.

- Boiler plate front-end, contract documents provided by the city.
- A pavement core report was provided by MoDOT from a previous project (MO 78 KU0042) via email. If additional geotechnical information or analysis is required during design, Olsson can provide this as additional services.

Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Utility Design (water, sewer, gas, electric, and communications)
- Septic system design
- Concrete pavement design or joint layouts. Roadway is assumed to be asphalt pavement.
- Detailed structural design, including retaining wall design. Cut walls less than four feet tall will be integral sidewalk retaining walls constructed from a standard construction detail. If a different type of retaining wall is required, a performance specification will be included in the plans that the contractor will be able to provide to a will manufacturer for design.
- Bridge/structural load ratings.
- Flood Zone modeling
- Environmental investigation and permitting beyond those noted in the scope.
- Vehicular detours. Assumed that traffic will be maintained through construction.
- Fiber Optic Interconnect
- Temporary Traffic Signal Design. If required, a performance specification will be provided for contractor-provided design.
- Sign Detail Designs and Cross Sections
- Hardscape, amenity, signage, monumentation, and sculpture design
- Landscaping Design other than those noted in the scope.
- Irrigation Design
- Right-of-way appraisals and negotiations
- 3D renderings and visualizations other than traffic simulations
- Public Meeting Webhosting
- Construction observations, testing, and inspection
- Architectural services
- Any services not specifically detailed in the scope.

FEE SCHEDULE:
23RD STREET SAFETY AND MOBILITY PROJECT

Exhibit III (Engineering Services)
ESTIMATED COST PLUS FIXED FEE
23rd Street

Olsson, Inc.
By: BAB

Task	Description	Hours	Direct Labor
1	Project Management	1178	\$ 80,101.00
2	Conceptual Design (15%)	2648	\$ 141,258.00
3	Preliminary Design (35%)	3458	\$ 154,100.00
4	ROW Design (60%)	1092	\$ 51,129.00
9	Final Design (95%)	3117	\$ 142,703.00
6	PSE (100%)	239	\$ 11,631.00
7	Bidding	98	\$ 5,194.00
8	Construction Period Services	264	\$ 15,096.00
8	Signal Timing	120	\$ 7,512.00
		Total Hours	12214
		Estimated Direct Labor Cost	\$ 608,724.00

Summary by Job Classification

Classification	Hours
Team Leader	99
Technical Leader	1560
Senior Engineer	654
Senior Project Engineer	0
Project Engineer	375
Associate Engineer	364
Assistant Engineer	4463
Senior Technician	4696
Senior Surveyor	0
Surveyor Technician	0
Survey Crew 1 Person	0
Survey Crew 2 Person	0
Admin Coordinator	3
Total	12214

ESTIMATED DIRECT LABOR COSTS \$ 608,724.00

Payroll Additives (Direct + Indirect Overhead)	185.88%	\$ 1,131,496.17
Fixed Fee	11.40%	\$ 198,385.10
Subtotal =		\$ 1,938,605.27

Facilities Capital Cost of Money =	0.70%	\$ 4,261.07
Subtotal (A) =		\$ 1,942,866.34

Subconsultants (B)	% of Contract	Fee
Powell	10.14%	\$ 251,591.50
Trileaf	0.81%	\$ 20,000.00
TREKK	9.31%	\$ 230,919.13
	20.25%	Subtotal (B) = \$ 502,510.63

Direct Expenses (C)

Misc. (copies, etc.)	1000 Each	\$ 0.75	=	\$750.00
Public Meeting Foam Boards (24 total @ 22"x34")	24 Each	\$ 60.00	=	\$1,440.00
Mileage (46 trips at 52 miles per trip)	2392 miles	\$ 0.655	=	\$1,566.76
Utility potholing	20 Each	\$ 1,000.00	=	\$20,000.00
Traffic Counts (24-hours, 3 Locations)	3 Each	\$ 600.00	=	\$1,800.00
Traffic Counts (13-hours, 9 Locations / 4-hours, 2 Locations)	125 Hours	\$ 80.00	=	\$10,000.00
			Subtotal (C) =	\$35,556.76

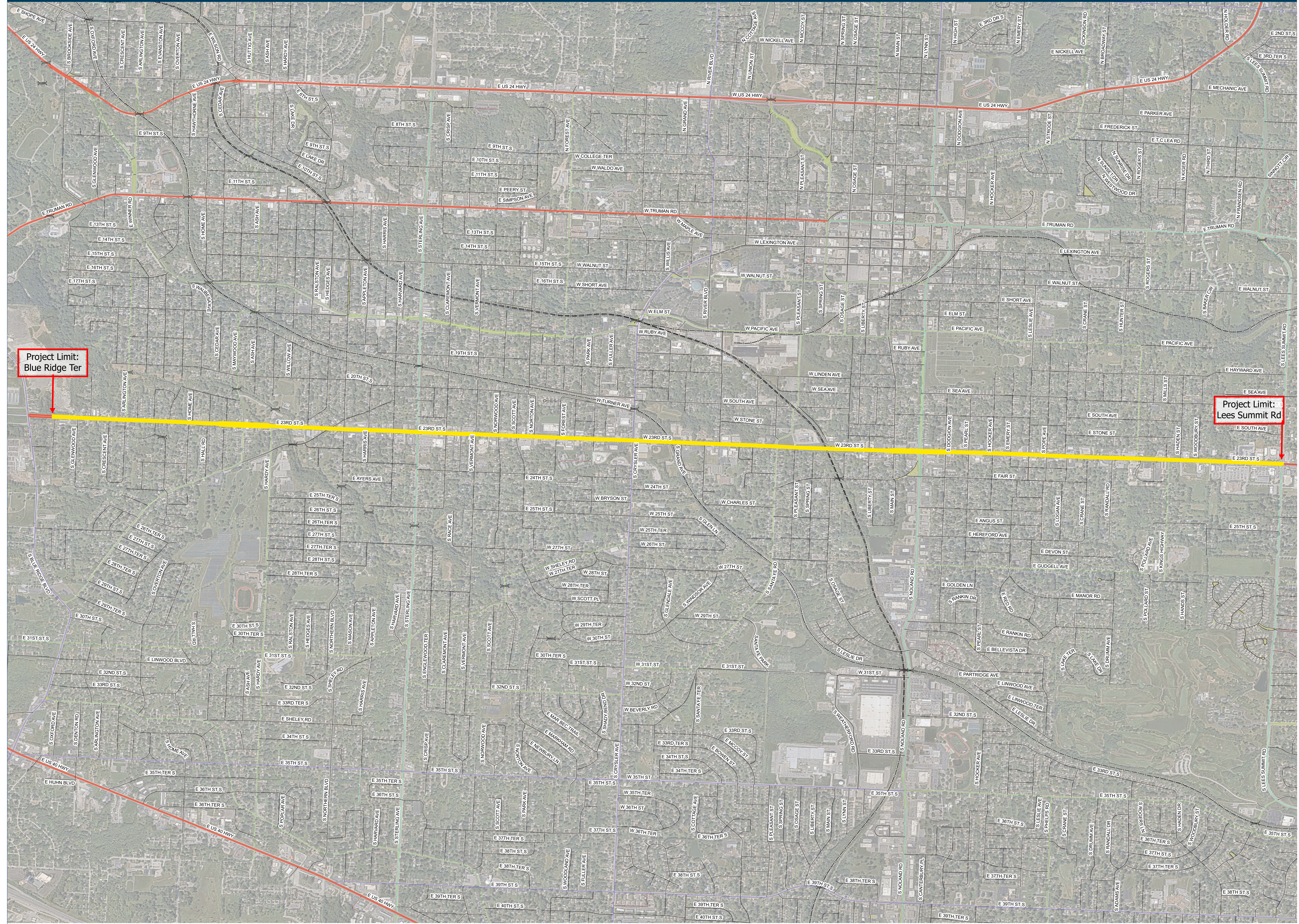
ESTIMATED TOTAL FEE (Engineering Services)	(A) + (B) + (C) = \$ 2,480,933.73
---	--

23rd Street Mobility & Safety Improvement Project



Legend

- Capital Improvement Projects**
- MoDOT
 - Transit
- Bridges**
- Collector
 - Highway
 - Local
 - Major Arterial
 - Minor Arterial
 - Other
 - Private
 - Ramp
 - Unknown
- Railroads**
- Medians



*** Within Use Limitation, the word "Party" is defined as any person, entity, or tool, whether computerized or manual, in either the plural and singular forms, in any context. This GIS data is for reference purposes only. All Parties shall field verify all information within prior to executing any work, and when using these Features, and shall not solely rely on the visual representation or attributes within as a guarantee of accuracy. The GIS data is drawn with the intent of routing, reference, and generalized record keeping and does not represent surveyed precision, longitudinal, latitudinal, or vertical accuracy. By receiving, incorporating, or using the GIS data Parties shall assume any and all risk and responsibility and shall indemnify, defend, and hold harmless the City of Independence and its representatives.



MEMORANDUM

DATE: September 9th, 2026
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: Engineering & Design Services for 23rd Street Mobility & Safety Project (No. 112601)



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 City Manager to execute a contract with *Olsson Inc.* in the amount of \$2,480,933.73 for the engineering and design services as part of the 23rd Street Mobility & Safety Project.

This project encompasses improvements along 23rd Street from Blue Ridge Boulevard to Lee's Summit Road. Some of the planned improvements include new ADA compliant sidewalks and ramps, a shared-use path, pedestrian and traffic signal improvements, transit stop improvements, implementation of access management best practices, and new green infrastructure.

The fiscal impact to the City is \$2,729,027.10, which includes a ten percent (10%) contingency. It should be noted that this project is eligible for up to \$11.4 million in grant reimbursements awarded through the Mid-America Regional Council, with a 20% match in local funds:

- up to \$2.9 million in Carbon Reduction Program
- up to \$1.5 million in Transportation Alternative Program
- up to \$6 million in Surface Transportation Block Grant
- up to \$1 million in Congestion Mitigation & Air Quality Program

Funding for this project is included in the *Fiscal Year 2026-2027 Budget*, on page 227, in account 112601-C-0517051-5406.

20201 EAST JACKSON DR. • INDEPENDENCE, MO 64057
INDEPENDENCEMO.ORG



Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, Municipal Services received ten (10) proposals after being published on the public purchase website for 30 days. The request for proposal (RFP) asked for vendors to provide information pertaining to company qualifications, experience, equipment inventory, safety program and pricing structure. City staff reviewed each firm's qualifications and elected to pursue *Olsson Inc.* as they scored the highest on the RFP Scoring chart.

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
 Mike Jackson, Municipal Services Director
 Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the expenditure of \$500,000, and to authorize change orders up to ten (10) percent of the authorized amount, with Consolidated Pipe and Supply for water meters and parts for the Municipal Services Department for fiscal year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

The City's water utility replaces meters on a 15-year replacement cycle. This goal was set and based on industry standards to help ensure that all meters continue to operate and provide accurate readings for our customers.

Consolidated Pipe and Supply Co. Inc, the current supplier of meters and parts, was awarded as a supplier based upon a request for proposal (RFP) that was issued in 2023 and approved by Council in 2024. Price agreements establish set prices that remain in effect for a designated period of time. This allows City departments to utilize the agreements in the performance of their operation without requiring a bid process each time a service or commodity is required. Water meters are necessary to determine the amount of water delivered to each residential and non-residential service location.

Request for proposals for a new agreement/contract will be made for water meters in Fiscal Year 2027-2028.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$550,000, including a 10% contingency. Funding for the purchase of water meters is in the Fiscal Year 2026-2027 adopted budget, page 225, account number (0404821-5313, Water Fund) for Small Tools and Equipment.

Council Action:

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. WATER METER Attachment 3 - Unit Pricing Worksheet 1

Attachment No. 3 - Pricing

Pricing Worksheet	Year 1			Year 2			Year 3		
	Units	Unit Price	Total Cost	Units	Unit Price	Total Cost	Units	Unit Price	Total Cost
Water Meters - By Size (Estimated Total Quantity)	3,423			3,423			3,423		
5/8" (pit/vault/well)	3,000	\$125	375,000	3,000	\$125	375,000	3,000	\$138	414,000
5/8" (Interior of building to include ARB/Touch Read Pad)	200	\$132	26,400	200	\$132	26,400	200	\$146	29,200
3/4" (pit/vault/well)	15	\$134	2,010	15	\$134	2,010	15	\$148	2,220
3/4" (Interior of building to include ARB/Touch Read Pad)	10	\$141	1,410	10	\$141	1,410	10	\$157	1,570
1" (pit/vault/well)	75	\$190	14,250	75	\$190	14,250	75	\$211	15,825
1" (Interior of building to include ARB/Touch Read Pad)	25	\$201	5,025	25	\$201	5,025	25	\$223	5,575
1-1/2" (pit/vault/well)	20	\$952	19,040	20	\$952	19,040	20	\$1,056	21,120
1-1/2" (Interior of building to include ARB/Touch Read Pad)	10	\$952	9,520	10	\$952	9,520	10	\$1,056	10,560
2" (pit/vault/well)	30	\$638	19,140	30	\$638	19,140	30	\$706	21,180
2" (Interior of building to include ARB/Touch Read Pad)	15	\$638	9,570	15	\$638	9,570	15	\$706	10,590
3" (pit/vault/well)	10	\$1,542	15,420	10	\$1,542	15,420	10	\$1,708	17,080
3" (Interior of building to include ARB/Touch Read Pad)	5	\$1,542	7,710	5	\$1,542	7,710	5	\$1,708	8,540
4" (pit/vault/well)	3	\$2,087	6,261	3	\$2,087	6,261	3	\$2,311	6,933
4" (Interior of building to include ARB/Touch Read Pad)	2	\$2,087	4,174	2	\$2,087	4,174	2	\$2,311	4,622
6" (pit/vault/well) - Solid State	2	\$3,519	7,038	2	\$3,519	7,038	2	\$3,898	7,796
6" (pit/vault/well) - Mechanical	1	no bid	no bid	1	no bid	no bid	1	no bid	no bid
8" (pit/vault/well) - Solid State	2	\$4,171	8,342	2	\$4,171	8,342	2	\$4,621	9,242
8" (pit/vault/well) - Mechanical	1	no bid	no bid	1	no bid	no bid	1	no bid	no bid
3" Fire Hydrant/Portable Meter	5	\$978	4,890	5	\$978	4,890	5	\$1,084	5,420
ARB/Touch Read Pad - To be mounted on exterior of Building	ea.	\$26	26	ea.	\$26	26	ea.	\$29	29
ARB/Touch Read Pad - To be mounted on meter vault lid	ea.	\$24	24	ea.	\$24	24	ea.	\$26	26

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a blanket purchase order and to authorize change orders up to ten (10) percent of the authorized amount to GT Distributors in the amount of \$179,296.90, for two hundred thirty-five (235) Glock 17 Gen 6 firearms with accessories for the Police Department.

Recommendations:

Council approval is recommended.

Background:

The Police Department (PD) is requesting to purchase two hundred thirty-five (235) Glock 17 Gen 6 firearms with accessories. The accessories include optics, holsters and magazines for the firearms. The current department handguns are Glock 17 Gen 4 and were purchased in 2016. The recommended life of these handguns is ten years, so PD's existing inventory has reached the end of its useful life. The department is staying with the Glock platform but will be purchasing the newest generation available (Gen 6).

The total purchase price of the Glock firearms and accessories is \$232,096.90. However, the vendor is offering up to a \$240.00 credit for each used Glock firearm we turn back in to them. The Police Department intends to trade in 220 used Glocks for a total trade-in credit of \$52,800.00. This amount can fluctuate based on the condition of the guns that are traded in. Any credit received will be deposited into the Public Safety Sales Tax Fund Balance, and the department is requesting an appropriation to be made back into the FY 2026/27 Public Safety Sales Tax (PSST) for the same amount that was received. This credit is necessary to purchase the quantity of firearms needed as well as the holsters and magazines that are required for their use. Application of that credit to the total purchase price will bring the anticipated total cost to \$179,296.90, which is just \$389.40 more than the amount budgeted this year for this purchase.

The vendor providing the firearms is GT Distributors, who has provided a quote based on their current cooperative purchasing contract with Buyboard, No. 798-26 for Public Safety and Firehouse Supplies. This contract is good through March 31, 2027.

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

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

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City is \$232,401.90. Of this amount, \$178,907.50 is included in the 2026-27 Fiscal Year Budget, Fund 016 – Police Sales Tax, Equipment, account number (0164564-5313), page 189 of the FY 2026-27 Proposed Budget. The trade-in credit of \$52,800 will be deposited to the Revenue Account of 016-3432. Appropriations in the amount of this offsetting revenue will be requested in a future supplemental appropriation ordinance to restore the funds to the Police Department's PSST Account 0164564-5313 to support the purchase.

Council Action:

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. GT Distributors Quote -Glocks 8.20.26_260908_155245
2. GT Distributors BuyBoard Cooperative Contract



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0231407
Date	8/20/2026
Page:	1

Bill To:

Independence, City of (MO)
Attn Accounts Payable
P.O. Box 1019
Independence MO 64051-0519

Ship To:

Independence, City of (MO)
223 N Memorial Drive 2nd Floor
Independence MO 64050

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
GLOCK TRADE	005847	WSMITH	FACTORY DIRECT	NET 15	0/0/0000	3,232,140
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
235	GLOCK-P61750B02DC8	Glock 17 Gen 6 9mm MOS COA SHS BOF/USC	EA	\$807.00	\$189,645.00	
220	USED-GLOCK17G4	USED-GLOCK17G4	Each	(\$240.00)	(\$52,800.00)	
1	NOTES:	Notes: Trade assumes box and 3 magazines. *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines	EA	\$0.00	\$0.00	
1	NOTES:	Notes: All guns and optics must be fully functional to receive full trade value	EA	\$0.00	\$0.00	
1	NOTES:	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors	EA	\$0.00	\$0.00	
1	NOTES:	Notes: BUYBOARD CONTRACT # 798-26	EA	\$0.00	\$0.00	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is William Smith. Thank you for
your business.
Sergeant Mike Fowler - mbfowler@indepmo.org

Subtotal	\$136,845.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$136,845.00



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0231409
Date	8/20/2026
Page:	1

Bill To:

Independence, City of (MO)
Attn Accounts Payable
P.O. Box 1019
Independence MO 64051-0519

Ship To:

Independence, City of (MO)
223 N Memorial Drive 2nd Floor
Independence MO 64050

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
SAF HOLSTERS	005847	WSMITH	FACTORY DIRECT	NET 15	0/0/0000	3,232,175
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
235	SAF-7360RDS-8325-41	Model 7360RDS - 7TS ALS®/SLS Mid Ride Du	EA	\$158.54	\$37,256.90	
1	NOTES:		EA	\$0.00	\$0.00	
		Identify number of RH/LH				
		Freight Waived				
250	GLOCK-39328	Glock G17 Gen 5 17rd Magazine	EA	\$20.78	\$5,195.00	
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		BUYBOARD CONTRACT # 798-26				

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$42,451.90
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$42,451.90

Your salesperson is William Smith. Thank you for
your business.
Sergeant Mike Fowler - mbfowler@indepmo.org

Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,



Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,



Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Public Safety and Firehouse Supplies and Equipment	Proposal Due Date/Opening Date and Time November 13, 2025, at 4:00 PM
Proposal Invitation Number 798-26	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

G T DISTRIBUTORS, INC.

Name of Proposing Company

11/11/2025

Date

1124 NEW MEISTER LANE, STE 100

Street Address

Signature of Authorized Company Official

PFLUGERVILLE, TX. 78660

City, State, Zip

DAVID CURTIS

Printed Name of Authorized Company Official

512-451-8298

Telephone Number of Authorized Company Official

BIDS MANAGER

Position or Title of Authorized Company Official

800-480-5845

Fax Number of Authorized Company Official

74-2339528

Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page.* Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: Dc

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): NOT APPLICABLE

Details of Conviction(s): NOT APPLICABLE

Initial: Dc

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

N/A	N/A	
Company Name	Address	
N/A	N/A	N/A
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: Dc

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: Dc

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business** ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

NOT APPLICABLE

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: DC

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: De

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

NOT APPLICABLE

Initial: Dc

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below.
DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: Dc

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

NOT APPLICABLE

(Attach additional sheets if needed.)

Initial: Dc

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: NOT APPLICABLE

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: Dc

EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: Dc

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: Dc

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

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 government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: Dc

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: Dc



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

G T DISTRIBUTORS, INC.

Company Name

Signature of Authorized Company Official

DAVID CURTIS, BIDS MANAGER

Printed Name and Title

11/11/2025

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

G T DISTRIBUTORS, INC.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 74-2339528

*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* NOT APPLICABLE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) G T DISTRIBUTORS, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1124 NEW MEISTER LANE, STE 100	6 City, state, and ZIP code PFLUGERVILLE, TX. 78660
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

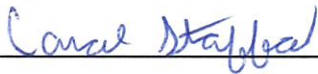
Social security number								
				-				
or								
Employer identification number								
7	4	-	2	3	3	9	5	2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1-3-25
------------------	--	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 16,467,019.00. (The period of the 12-month period is 09/01/2024 / 08/31/2025). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		VARIES
2. T-PASS (State of Texas)	Y		VARIES
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): VARIES

Proposed Discount (%): VARIES

Explanation: Discounts are based on T&C, past competition, coop-specific special pricing, etc...

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	METRO NASHVILLE PD-	LT. JOHN ROBINSON	- 615-862-7569	- john.robinson@nashville.gov	VARIES	VARIES
2.	TOPEKA, KANSAS, PD -	BRYAN WHEELLES, CHIEF	- 785-368-9551	- bwheelles@Topeka.org	VARIES	VARIES
3.	STATE OF MISSOURI -	COLTIN WRIGHT	- 573-751-8897	- coltin.wright@oa.mo.gov	VARIES	VARIES
4.	CITY OF DALLAS, TEXAS -	KIMBERLY BREWER	- 214-670-6094	- kimberly.brewer@dallaspolice.gov	VARIES	VARIES
5.	ALTAMONTE SPRINGS, FL PD -	GABRIELA RUELA	- 407-571-8074	- gruela@altamonte.org	VARIES	VARIES

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

COMPANY PROFILE

G T Distributors, Inc. is a Law Enforcement and Public Safety Distributor founded in 1972 that represents over 350 manufacturers in more than 26 different categories. We have six locations, all of which feature retail stores, listed below. Our corporate office is in Pflugerville, Texas, that also houses our 35,000 square foot stocking warehouse where 75% of our stocked merchandise is housed and shipped from. Feel free to visit our website at www.gtdist.com.

Through Forty-Five Years of service, we have earned premier status from several of the largest names in the Law Enforcement industry. We are a distributor of Glock, BAE Systems, Defense Technology, Safariland Body Armor, and Vista LE, the parent company of CCI and Federal Cartridge ammunition, and so many more.

We have Uniform service capabilities to exceed the customer's needs, including full-time Seamstresses and a team of Uniform Specialists. Application of emblems can be done on-site. We can offer delivery of emergency items that we have in stock via quick ship by FedEx.

G T Distributors has an active Federal Firearms License at each location, and we maintain our records in compliance with all regulations and adhere to the laws set forth by the Bureau of Alcohol Tobacco and Firearms, ATF, and all applicable State laws. We're registered with ORCA and CCR. Our company's DUNS number is 147131627, and our Cage number is 1BMY6. We were awarded our GSA Contract on schedule GS07F0224V, and our schedule of items is available for purchase on GSA Advantage. There is a link to our "GSA Sales Section" on our company's homepage. This link will redirect any potential GSA buyer directly to our GSA offerings on the GSA Advantage website.

We offer many additional services above and beyond just obtaining and delivering a list of requested items to the end users. Character, integrity and experience have built G T Distributor's own brand recognition and reputation throughout the industry.

G T DISTRIBUTORS, INC – SHOWROOM & CORPORATE OFFICE

1124 New Meister Ln Ste. 100, Pflugerville, TX. 78660

G T DISTRIBUTORS, INC – DALLAS

12610 Perimeter Drive, Dallas, TX. 75228

G T DISTRIBUTORS, INC – HOUSTON

2614 Carrolton St, Houston, TX. 77023

G T DISTRIBUTORS, INC – JACKSONVILLE

2285 Kingsley Ave Suite A2, Orange Park, FL. 32073

G T DISTRIBUTORS, INC - GEORGIA

100 McFarland Avenue, Rossville, GA. 30741

G T DISTRIBUTORS, INC - KANSAS

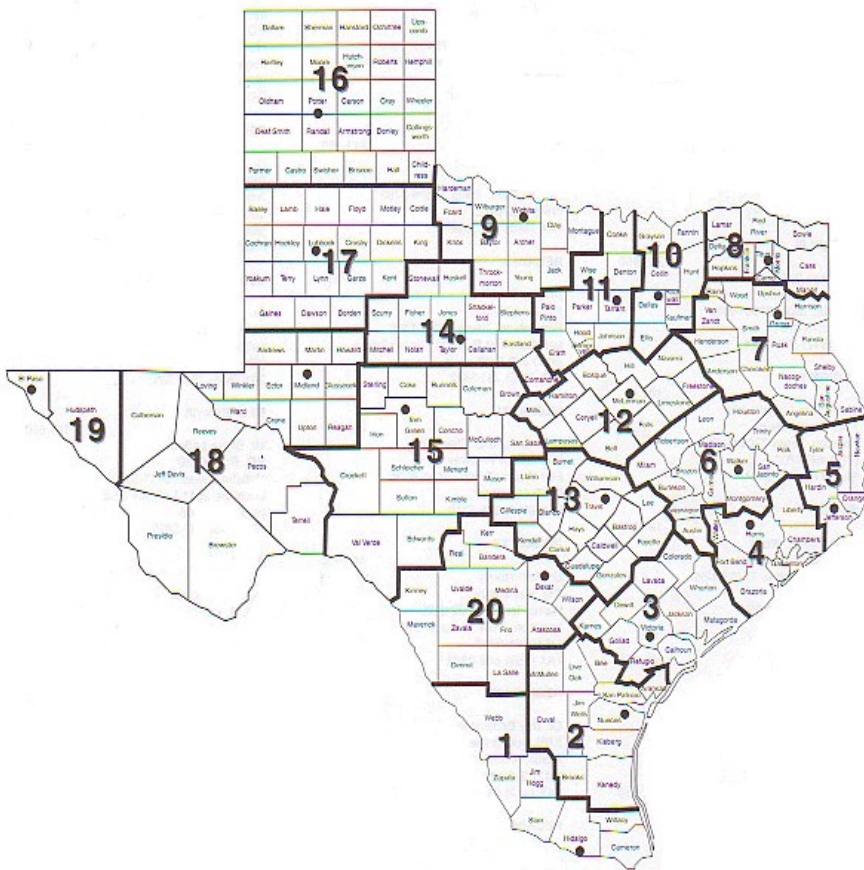
10567 Metcalf Avenue, Overland Park, KS. 66212

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.**

- I will service all states in the United States.
- I will not service all states in the United States.

***PLEASE SEE ATTACHED STATE SERVICE DESIGNATION FORMS FOLLOWING THIS PAGE FOR BRANDS WHICH ARE SPECIFIED IN DESIGNATED STATES.**

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri

Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Doublestar

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Defense Technology
Monadnock

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Glock

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

CCI / Speer
Federal
Remington

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Ruger

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Break Free
Forensics Source
Hatch
Safariland Body Armor
Safariland Communications
Safariland Duty Gear
Bianchi
TCI / Safariland Comms

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Simunition

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

Springfield Armory

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the following brands:

Able2 - Show-Me
Big Sky Racks
Blauer
Federal Signal
Fire Research Corp
Go Rhino
GO-LIGHT
Havis Shields
HuxWrx
Laguna Manuf.
Lund Industries
Pro-Gard Industries
Primary Weapons Systems (PWS)
Santa Cruz
Setina MFG
Signal Vehicle
Sound Off
Spiewak
Star Warning Systems
Tufloc
Unity
Whelen MFG

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

This applies to the brands:

LWRCI

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama

Alaska

Arizona

Arkansas

California (Public Contract Code 20118 & 20652)

Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

G T DISTRIBUTORS, INC.

Name of Vendor


Signature of Authorized Company Official

798-26

Proposal Invitation Number

DAVID CURTIS, BIDS MANAGER

Printed Name of Authorized Company Official

11/11/2025

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
G T DISTRIBUTORS, INC. - PFLUGERVILLE, TX. SHOWROOM & CORPORATE OFFICE	ADAM BALAK	1124 New Meister Ln Ste. 100 Pflugerville, TX 78660 Toll Free: 800-443-6283 Local: 512-451-8298 Fax: 512-453-6149 Email: sales@gtdist.com
G T DISTRIBUTORS, INC. - DALLAS, TX SHOWROOM	JAMES JOHNSON	12610 Perimeter Drive Dallas, TX 75228 Toll Free: 800-443-6283 Local: 972-682-2600 Fax: 800-480-5845 Email: sales@gtdist.com
G T DISTRIBUTORS, INC. - HOUSTON, TX SERVICE CENTER	BRENT RUSSELL	2614 Carrollton St. Houston, TX 77023 Toll Free: 800-775-5996 Fax: 800-480-5845 Email: sales@gtdist.com
G T DISTRIBUTORS, INC. - JACKSONVILLE, FL SHOWROOM	SANDI WHITE JOCELYN FULTZ	2285 Kingsley Ave Suite A2 Orange Park, FL 32073 Toll Free: 800-775-5996 Fax: 800-480-5845 Email: sales@gtdist.com
G T DISTRIBUTORS, INC. - ROSSVILLE, GA SHOWROOM / CHATTANOOGA, TN. FFL OFFICE	RYAN MOWRER	100 McFarland Avenue Rossville, GA 30741 Toll Free: 800-443-6283 Local: 706-866-2764 Fax: 800-480-5845
G T DISTRIBUTORS, INC. - OVERLAND PARK, KS SHOWROOM	RONI CHAVEZ	10567 Metcalf Avenue Overland Park, Ks 66212 Toll Free: 800-775-5996 Fax: 800-480-5845



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

PLEASE SEE ATTACHED PROPOSAL INVITATION QUESTIONNAIRE

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

PLEASE SEE ATTACHED PROPOSAL INVITATION QUESTIONNAIRE

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

PLEASE SEE ATTACHED PROPOSAL INVITATION QUESTIONNAIRE

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

PLEASE SEE ATTACHED PROPOSAL INVITATION QUESTIONNAIRE

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO, WE HAVE NO OUTSTANDING FINANCIAL JUDGEMENTS NOR IN
DEFAULT OF ANY LOAN OR FINANCING AGREEMENT.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

NOT APPLICABLE

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

NOT APPLICABLE

PROPOSAL INVITATION QUESTIONNAIRE

Question 1:

- G T Distributors, Inc., is a Law Enforcement and Public Safety Distributor founded in 1972. We represent over 350 manufacturers in over 26 different categories. We have been servicing our customers for 50 years and under no circumstances are we currently for sale.

Question 2:

- We currently have five Retail locations available to our customers to visit and shop daily from 8:30 A.M.-6:00 P.M. We can be availability outside of these hours at the customer's location and timing of any request. The Pflugerville location also houses a 35,000 square foot stocking warehouse, where 75% of our stocked merchandise is housed and shipped from. We have Uniform service capabilities to exceed customer's needs, including four full-time Seamstresses and a team of Uniform Specialists. Application of emblems can be done on-site. We can offer next-day delivery of emergency items- that we have stocked-via quick ship through FedEx. Our location in Georgia is strategically located to service a three-state area, focused on including Alabama, Georgia, and Tennessee, with a strong presence in Chattanooga, TN.
- Our corporate office is located in Pflugerville, TX. We are not limited by geography, and we can provide local service, depending on the customer's location and timing of any request. The Pflugerville location also houses a 35,000 square foot stocking warehouse, where 75% of our stocked merchandise is housed and shipped from. We have Uniform service capabilities to exceed customer's needs, including four full-time Seamstresses and a team of Uniform Specialists. Application of emblems can be done on-site. We can offer next-day delivery of emergency items- that we have stocked-via quick ship through FedEx. Our location in Georgia is strategically located to service a three-state area, focused on including Alabama, Georgia, and Tennessee, with a strong presence in Chattanooga, TN.
- The experienced staff of G T Distributors consists of 149 Employees, over 30 Customer Service/Retail Representatives as well as 13 Outside Sales Representatives. We can offer a team of dedicated Account Representatives that will be familiar with the contractual needs of the end-user by telephone or in our Retail Showroom anytime. G T Distributors' Outside Sales Representatives cover Texas, New Mexico, Oklahoma, Arkansas, Louisiana, Tennessee, Alabama, Georgia, Nebraska, Kansas, Missouri, and Florida. They can be at facilities within this territory for product demonstrations or other required appointments such as uniform or body armor sizing within 48 hours in most cases.

Question 3:

- As a current and long-term BuyBoard contract holder, we plan to continue using the procedures and strategies already in place via our team of inside and outside salespeople to gain BuyBoard business throughout Texas and the US. We will continue to inform end users of the advantages of not only the discounted pricing available but the ease of use in quoting and ordering.
- We have eight traveling salespeople in Texas alone who meet with agencies – both in the school system and city and county-based departments and can advise them on the opportunity of using the BuyBoard. Each outside salesperson has an inside counterpart who handles quoting and ordering. All have been trained on BuyBoard procedures.
- In addition, cooperative contract discounts are often offered on city and county bids where agencies are looking for competitive pricing for year-long and longer agreements.

- The partnership with Buyboard has been a fruitful one and we hope to continue well into the future. We are always looking for ways to exceed and expand, and any input on your part would be very welcome.

Question 4:

- G T Distributors has an active Federal Firearms License, at each of our locations. We consistently maintain our records to remain in compliance with all regulations set forth by the Bureau of Alcohol Tobacco and Firearms. We're registered with ORCA and CCR. Our company's DUNS number is 147131627, and our Cage number is 1BMY6. We were awarded our GSA Contract on schedule GS07F0224V, and our schedule of items is available for purchase on GSA Advantage. There is a link to our "GSA Sales Section" on our company's homepage. This link will redirect any potential GSA buyer, directly to our GSA offerings on the GSA Advantage website.
- The items currently listed on our website are items that we maintain stock levels on by utilizing our Accounting, Point-of-sale, and our inventory control software, Microsoft Dynamics Great Plains. We have access to and can obtain any SKU, from any of the manufacturers listed on our website, as well as other brands that may not be listed. Our Sales and Customer Service Staff have access to our software, all our manufacturers' agreements and up-to-date pricing and all of our customer's contracts, pricing structures, and contract terms, through our in-house servers which we maintain and upgrade internally.
- G T Distributors, Inc., has never been a debtor to a Bankruptcy, Receivership, or Insolvency proceeding, in the past seven years. We maintain our Insurance Policy and have attached a copy for further review.
- What all of this means for you is that we are capable of fulfilling contractual needs for you. We offer many additional services above and beyond just obtaining and delivering a list of requested items to the end-users. G T Distributors, Inc., has worked hard to build our brand recognition throughout the industry. We feel Buyers recognize the quality that they will receive by purchasing brands that they trust. We want to show customers our services and offer them an outlet to purchase from a trusted source.

Thank you for taking the time to review the qualifications for G T Distributors to continue as a BuyBoard Supplier, we look forward to continuing to work with you. Please feel free to contact me directly, should you have any questions regarding the contents of this letter.

Respectfully,

David Curtis

David Curtis

Bids Manager

Phone: 512-451-8298 ext. 1211

Fax: 800-480-5845

david.curtis@gtldist.com

www.gtldist.com

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☐ Reviewed/Completed: **Proposal Acknowledgements**
- ☐ Reviewed/Completed: **Felony Conviction Disclosure**
- ☐ Reviewed/Completed: **Resident/Nonresident Certification**
- ☐ Reviewed/Completed: **Debarment Certification**
- ☐ Reviewed/Completed: **Vendor Employment Certification**
- ☐ Reviewed/Completed: **No Boycott Verification**
- ☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☐ Reviewed/Completed: **Deviation and Compliance**
- ☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☐ Reviewed/Completed: **Confidential/Proprietary Information**
- ☐ Reviewed/Completed: **EDGAR Vendor Certification**
- ☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☐ Reviewed/Completed: **Vendor Business Name**
- ☐ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Reviewed/Completed: **Governmental References**
- ☐ Reviewed/Completed: **Company Profile**
- ☐ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Proposal Specifications** *with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters shall be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.**
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**

- 24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
- 25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
- 26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
- 27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
- 28. Discount (%) off catalog/pricelist for **Driving Simulator System for All Types of Vehicles and Equipment** (turnkey training solution including courseware, driving controls, displays, and programs for new and experienced drivers for driving, evaluation, rehabilitation, and research).
- 29. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
- 30. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
- 31. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

- 32. Discount (%) off catalog/pricelist for **Breathing Apparatus.**
- 33. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
- 34. Discount (%) off catalog/pricelist for **Turnout Gear.**
- 35. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
- 36. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
- 37. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
- 38. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
- 39. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
- 40. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
- 41. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
- 42. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
- 43. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
- 44. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
- 45. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
- 46. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
- 47. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
- 48. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.**
- 49. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
- 50. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

- 51. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
- 52. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

GT Distributors, Inc. Information

Address: 1124 New Meister Ln., Ste 100
Pflugerville, TX 78660-6937
Phone: (512) 451-8298
Fax: (800) 480-5845
Toll Free: (800) 443-6283
Web Address: www.gtdist.com

By submitting your response, you certify that you are authorized to represent and bind your company.

DAVID CURTIS

Signature

txbids@gtdist.com

Email

Submitted at 11/13/2025 03:30:13 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment SIGNED Proposal No. 798-26.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com/vendor. Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. **NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored.** Download file to computer and complete proposal forms prior to submitting. **(DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

5.11 Tactical 2025 - Updated.pdf

REQUIRED-In **PDF format ONLY**, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. **No paper catalogs or manufacturer/vendor websites will be accepted.** File size must not exceed 250MB. **(DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or

No response

Hourly Labor Rate Proposed

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. **(DO NOT** password protect uploaded files.)

Company Profile

Company Profile 2025.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.) **(DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 SIGNED 1-3-25.pdf

REQUIRED-In PDF format, upload W-9 form. **(DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

The Kinetic Group Authorized
Distributor.pdf

REQUIRED-Upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Response Attachments

Proposal Invitation Questionnaire 2025.pdf

Proposal Invitation Questionnaire Attachment

G T COI.pdf

G T Distributors Certificate of Insurance

51Fifty.pdf

51Fifty MANUFACTURER AUTHORIZATION LETTER

B&T GT.pdf

B&T MANUFACTURER AUTHORIZATION LETTER

Benelli Auth Letter 11-3-25.pdf

BENELLI MANUFACTURER AUTHORIZATION LETTER

Beretta Buy Board letter.pdf

BERETTA MANUFACTURER AUTHORIZATION LETTER

Colt Memo Signed.pdf

COLT MANUFACTURER AUTHORIZATION LETTER

CZ auth letter.pdf

CZ MANUFACTURER AUTHORIZATION LETTER

DDMILE letterhead-2.pdf

DANIEL DEFENSE MANUFACTURER AUTHORIZATION LETTER

Dead Air LH - TX Buy Board.pdf

DEAD AIR MANUFACTURER AUTHORIZATION LETTER

Doublestar BB Letter.pdf

DOUBLESTAR MANUFACTURER AUTHORIZATION LETTER

DT for BuyBoard 10-2025.pdf

DEFENSE TECHNOLOGY MANUFACTURER AUTHORIZATION LETTER

EoTech GT Dist Signed.pdf

EOTECH MANUFACTURER AUTHORIZATION LETTER

HuxWrx Buy Board.pdf

HUXWRX MANUFACTURER AUTHORIZATION LETTER

LaRue Manufacturer Auth Letter.pdf

LARUE MANUFACTURER AUTHORIZATION LETTER

Midwest Ind Letter.pdf

MIDWEST IND MANUFACTURER AUTHORIZATION LETTER

PWS_Buy_Board_-_GT_Dist.pdf

PRIMARY WEAPONS SYSTEMS MANUFACTURER AUTHORIZATION LETTER

Ruger Letter.pdf

RUGER MANUFACTURER AUTHORIZATION LETTER

Shield Arms authorization letter.pdf

SHIELD ARMS MANUFACTURER AUTHORIZATION LETTER

Simunition Authorized Distributor Letter.pdf

SIMUNITION MANUFACTURER AUTHORIZATION LETTER

Sionics GT Letter.pdf

SIONICS MANUFACTURER AUTHORIZATION LETTER

Springfield Armory Auth.pdf

SPRINGFIELD ARMORY MANUFACTURER AUTHORIZATION LETTER

Surefire Letter.pdf

SUREFIRE MANUFACTURER AUTHORIZATION LETTER

Troy Industries auth signed.pdf

TROY INDUSTRIES MANUFACTURER AUTHORIZATION LETTER

YHM Authorization .pdf

YHM MANUFACTURER AUTHORIZATION LETTER

51Fifty MSRP.pdf

Brand Price List

Action Target.pdf

Brand Price List

Adventure Medical Kits.pdf

Brand Price List

Agilite MSRP Sheet.pdf

Brand Price List

Aimpoint 2025 MSRP List.pdf

Brand Price List

Alien Gear Holsters.pdf

Brand Price List

Allen.pdf

Brand Price List

AmeriGlo 2025.pdf

Brand Price List

ASP 2025 - Revised.pdf

Brand Price List

Atlanco 2025.pdf

Brand Price List

Avon Protection 2024 - Updated 12-1-24.pdf

Brand Price List

B&T.pdf

Brand Price List

Bates Footwear 2025 - Revised.pdf

Brand Price List

Belleville Boots 2025.pdf

Brand Price List

Benchmade 2025.pdf

Brand Price List

Benelli LE 2025.pdf

Brand Price List

Beretta.pdf

Brand Price List

Bergara Rifles 2025.pdf

Brand Price List

Bianchi Price List RETAIL 2025.pdf

Brand Price List

Birchwood Casey 2025.pdf

Brand Price List

Black Point Tactical.pdf

Brand Price List

BlackHawk 2025 - Updated.pdf

Brand Price List

Blackinton 2025 Price Book.pdf

Brand Price List

Blade-Tech.pdf

Brand Price List

Blauer Manufacturing 2025 - Updated.pdf

Brand Price List

Blue Force Gear 2025.pdf

Brand Price List

BOE Suppression.pdf

Brand Price List

Boston Leather.pdf

Brand Price List

Break Free Retail Price.pdf

Brand Price List

Bulldog Cases.pdf

Brand Price List

Bulwark MSRP.pdf

Brand Price List

Burris.pdf

Brand Price List

Bushnell 2025 - Updated.pdf

Brand Price List

C&H Precision 2025.pdf

Brand Price List

C&S Price Sheet -2022.pdf

Brand Price List

Camelbak 2025 - Updated.pdf

Brand Price List

CCI-Speer Ammunition - LE MSRP 2026.pdf

Brand Price List

Center Mass.pdf

Brand Price List

Champion 2025 - Updated.pdf

Brand Price List

Chip McCormick 2025.pdf

Brand Price List

Choate Price List.pdf

Brand Price List

Clenzoil.pdf

Brand Price List

CMI 2025.pdf

Brand Price List

CMMG MSRP List.pdf

Brand Price List

Code 3 2025 - Revised v.2.pdf

Brand Price List

Colt Rifles 2025.pdf

Brand Price List

Columbia River Knife and Tool 2025.pdf

Brand Price List

Comp-Tac MSRP.pdf

Brand Price List

Condor Outdoor - 2025 PRICELIST.pdf

Brand Price List

Converse Duty 2025 MSRP.pdf

Brand Price List

Crossbreed Price Sheet 2025.pdf

Brand Price List

Crucial Concealment MSRP 2025.pdf

Brand Price List

Custom Night Vision.pdf

Brand Price List

CY Plastics Sugg Retail Pice List 2025.pdf

Brand Price List

CZ-USA LE Mil Rifles 2025.pdf

Brand Price List

Daniel Defense 2025 - Updated.pdf

Brand Price List

Danner 2025 - Updated.pdf

Brand Price List

Dead Air 2025 Pricing.pdf

Brand Price List

Defense Technology 2025 - Revised.pdf

Brand Price List

DeSantis Gunhude 2025 - Revised.pdf

Brand Price List

Dickies 2025.pdf

Brand Price List

Doublestar 2025 MSRP.pdf

Brand Price List

Duramag 2025 Price List.pdf

Brand Price List

Dutyman 2025.pdf

Brand Price List

Ear Phone Connection 2024 Price List.pdf

Brand Price List

Edwards Garment MSRP.pdf

Brand Price List

Elbeco 2025 - Updated.pdf

Brand Price List

Element Holster Co MSRP List 2025.pdf

Brand Price List

Eleven 10 2025.pdf

Brand Price List

Elite First Aid 2025 Price List.pdf

Brand Price List

EOTech 2025.pdf

Brand Price List

EOTECH NV 2025 PRICE LIST.pdf

Brand Price List

Erebus Ind Price Sheet 2025.pdf

Brand Price List

Ergo Grips 2025.pdf

Brand Price List

Executive Defense International Price List.pdf

Brand Price List

Federal Ammunition - LE MSRP 2026.pdf

Brand Price List

Federal Signal.pdf

Brand Price List

Fire Research Corp 2025.pdf

Brand Price List

First Class Uniforms.pdf

Brand Price List

First Tactical 2025 - Updated.pdf

Brand Price List

FirstWatch Gear 2025.pdf

Brand Price List

Fix It Sticks 2025 Price List.pdf

Brand Price List

Flatline Fiber Co Price Sheet.pdf

Brand Price List

Flying Cross 2025.pdf

Brand Price List

FN America 2025 - Updated.pdf

Brand Price List

Fobus LE Price Sheet.pdf

Brand Price List

Force On Force Price list 2025.pdf

Brand Price List

Forensics Source 2025 - Revised.pdf

Brand Price List

Fechheimer Retail Price List.pdf

Brand Price List

GALCO HOLSTERS 2025 PRICE LIST .pdf

Brand Price List

Forward Controls Design Retail Price List.pdf

Brand Price List

Game Guard.pdf

Brand Price List

Geissele Automatics 2025.pdf

Brand Price List

Gerber 2025 - Updated.pdf

Brand Price List

Gerber Outerwear 2025 - Updated.pdf

Brand Price List

GG&G 2025.pdf

Brand Price List

Glock Parts and Accessories 2025.pdf

Brand Price List

Glock Sugg Agency 2025.pdf

Brand Price List

Go Rhino 2025 Price Sheet.pdf

Brand Price List

Golight 2025.pdf

Brand Price List

Gould & Goodrich 2025.pdf

Brand Price List

GT Distributors List Prices.pdf

Brand Price List

Haix Accessories Retail.pdf

Brand Price List

Haix EMS Retail.pdf

Brand Price List

Haix LE 2025.pdf

Brand Price List

Hatch 2025 - Revised.pdf

Brand Price List

Havis 2025.pdf

Brand Price List

HEROS PRIDE 2025.pdf

Brand Price List

High Speed Gear 2025 - Revised.pdf

Brand Price List

Hogue 2025 Retail Price List.pdf

Brand Price List

HOLOSUN LEM MSRP List.pdf

Brand Price List

Hoppe's 2025 - Updated.pdf

Brand Price List

HRT Retail Pricing 2025.pdf

Brand Price List

HuxWrx 2025.pdf

Brand Price List

Jersey Tactical Corp Price List.pdf

Brand Price List

Ka-Bar Knives 2025.pdf

Brand Price List

Kershaw 2025.pdf

Brand Price List

L&R MSRP List 2025.pdf

Brand Price List

Laguna 3P Manufacturing 2025.pdf

Brand Price List

Larue Tactical MSRP List.pdf

Brand Price List

Leatherman 2025 - Revised.pdf

Brand Price List

Leupold 2025 Q3.pdf

Brand Price List

Liberty Uniform 2025.pdf

Brand Price List

Lund Industries List Price Guide.pdf

Brand Price List

LWRC International 2025 - Updated.pdf

Brand Price List

Magpul 2025 MSRP.pdf

Brand Price List

Mark Pro Gear 2025.pdf

Brand Price List

Merrell 2025.pdf

Brand Price List

Mesa Tactical MSRP List.pdf

Brand Price List

Midwest Industries 2025.pdf

Brand Price List

Mission First Tactical MSRP List.pdf

Brand Price List

MOHOC MSRP 2025.pdf

Brand Price List

Monadnock 2025 - Revised.pdf

Brand Price List

Mossberg 2025.pdf

Brand Price List

M-Pro 7.pdf

Brand Price List

NEBO Retail Price List.pdf

Brand Price List

Nexbelt MSRP List.pdf

Brand Price List

Nightforce Optics 2025.pdf

Brand Price List

Nightstick MSRP List.pdf

Brand Price List

North American Rescue 2025 - Updated.pdf

Brand Price List

Original Footwear 2025.pdf

Brand Price List

OTIS Technology MSRP Sheet.pdf

Brand Price List

Outers.pdf

Brand Price List

Peerless Handcuff 2025.pdf

Brand Price List

Pelican Price List.pdf

Brand Price List

Pepperball 2025 - Updated.pdf

Brand Price List

Primary Weapon Systems MSRP List.pdf

Brand Price List

Pro-Gard Products 2025 - Updated.pdf

Brand Price List

Propper 2025 - Updated.pdf

Brand Price List

Pro-Shot MSRP List 2025.pdf

Brand Price List

Rapid Force Holsters.pdf

Brand Price List

Real Avid 2025 - Updated.pdf

Brand Price List

Red Rock Outdoor Gear 2025.pdf

Brand Price List

Remington Ammunition - LE MSRP 2026.pdf

Brand Price List

Ring's - BlueGuns 2025.pdf

Brand Price List

Ripoff Holsters Suggested Retail Price List.pdf

Brand Price List

Rite In The Rain 2025 MSRP.pdf

Brand Price List

Rothco 2026 MSRP List.pdf

Brand Price List

Ruger 2025.pdf

Brand Price List

Ruger LE MSRP List.pdf

Brand Price List

Sabre 2025 Retail Pricing.pdf

Brand Price List

Safariland Body Armor 2025 - Updated 9-15-2025.pdf

Brand Price List

Safariland Duty Gear 2025 - Revised.pdf

Brand Price List

Salomon Forces 2025 - Updated.pdf

Brand Price List

Sanmar 2025 - Updated 7-8-25.pdf

Brand Price List

Santa Cruz.pdf

Brand Price List

SET Breaching.pdf

Brand Price List

Setina Manufacturing 2025.pdf

Brand Price List

Shield Arms 2025 - Updated.pdf

Brand Price List

Shield Sights 2025.pdf

Brand Price List

Shooting Targets USA.pdf

Brand Price List

Silynx MSRP List.pdf

Brand Price List

Simmons.pdf

Brand Price List

Simunition LE Pricelist.pdf

Brand Price List

Sionics LE Sheet.pdf

Brand Price List

Sirchie.pdf

Brand Price List

Smith & Warren 2025.pdf

Brand Price List

Soundoff.pdf

Brand Price List

Spec Ops Brand 2025.pdf

Brand Price List

Spiewak 2025.pdf

Brand Price List

Springfield Armory Rifles 2025 - Updated.pdf

Brand Price List

Spyderco 2025.pdf

Brand Price List

Star Warning Systems 2025.pdf

Brand Price List

Stealth Operator.pdf

Brand Price List

Steck Manufacturing 2025 - Updated.pdf

Brand Price List

Steiner Optics 2025.pdf

Brand Price List

Stinger Spike Systems 2025 - Updated.pdf

Brand Price List

Streamlight 2025 - Updated.pdf

Brand Price List

Strong Leather 2025.pdf

Brand Price List

SureFire 2025.pdf

Brand Price List

Tact Squad 2025.pdf

Brand Price List

Tango Down 2025.pdf

Brand Price List

Tasco.pdf

Brand Price List

TCI - Safariland Communications MSRP List.pdf

Brand Price List

Tekto Knives.pdf

Brand Price List

Thorogood.pdf

Brand Price List

Thyrm.pdf

Brand Price List

Trijicon 2025 - Updated.pdf

Brand Price List

Troy Industries 2025.pdf

Brand Price List

TruSpec 2025.pdf

Brand Price List

TUFF Products.pdf

Brand Price List

Tufloc 2025.pdf

Brand Price List

Turtleskin SAFETY.pdf

Brand Price List

Turtleskin SnakeArmor 2025.pdf

Brand Price List

Turtleskin.pdf

Brand Price List

Uncle Mike's 2025 - Updated.pdf

Brand Price List

Unity.pdf

Brand Price List

US Peacekeeper 2025 - Updated.pdf

Brand Price List

VertX RTL.pdf

Brand Price List

Viking Tactics 2025.pdf

Brand Price List

Vortex Optics 2025.pdf

Brand Price List

WARQ.pdf

Brand Price List

Whelen Engineering 2025.pdf

Brand Price List

Workwear Outfitters.pdf

Brand Price List

XS Sights.pdf

Brand Price List

Yankee Hill Machine 2025.pdf

Brand Price List

Zero Tolerance 2025.pdf

Brand Price List

Zero9 Holsters 2025.pdf

Brand Price List

Force On Force Authized Distributor Letter_KC.pdf

Authorization Letter

CMMG BB Dealer Auth Signed.pdf

CMMG MANUFACTURER AUTHORIZATION LETTER

FN America Authorization 13 Nov 25.pdf

Authorization Letter

Glock GT Distributors 11.13.2025.pdf

Authorization Letter

LWRCI Authorization.pdf

Authorization Letter

Bid Attributes

1	Name of Proposing Company (Legal Name) By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the LEGAL NAME of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. G T DISTRIBUTORS, INC.
2	Vendor Business Name Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. G T DISTRIBUTORS, INC.
3	Vendor Mailing/Street Address Vendor Mailing/Street Address 1124 NEW MEISTER LN STE 100
4	Vendor Mailing/Street Address - City Vendor Mailing/Street Address - City PFLUGERVILLE
5	Vendor Mailing/Street Address - State Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	Vendor Mailing/Street Address - Zip Code Vendor Mailing/Street Address - Zip Code 78660
7	Federal Identification Number Federal Identification Number 74-2339528
8	No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes ☐

10 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes ☐

1 1	Historically Underutilized Business Certification A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. I certify that my company has been certified as a MWBE/HUB in the following categories: <i>(Please check all that apply)</i>
1 2	Minority Owned Business Minority Owned Business ☐ <i>Minority Owned Business</i>
1 3	Women Owned Business Women Owned Business ☐ <i>Women Owned Business</i>
1 4	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ <i>Service-Disabled Veteran Owned Business</i>
1 5	Certification Number Certification Number No response
1 6	Name of Certifying Agency Certifying Agency No response
1 7	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☒ Non-HUB
1 8	Vendor General Contact Information Proposal/Contract General Contact Information
1 9	Vendor Proposal/Contract Contact - First Name Vendor Proposal/Contract Contact - First Name DAVID
2 0	Vendor Proposal/Contract Contact - Last Name Vendor Proposal/Contract Contact - Last Name CURTIS
2 1	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address txbids@gtdist.com

2 2	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 1124 NEW MEISTER LANE, STE 100
2 3	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City PFLUGERVILLE
2 4	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
2 5	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 78660
2 6	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 5124518298
2 7	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number 1211
2 8	Company Website Company Website (www.XXXXX.com) www.gtdist.com
2 9	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes
3 0	Purchase Order E-mail Address Purchase Order E-mail Address sales@gtdist.com
3 1	Purchase Order Contact - First Name Purchase Order Contact - First Name DAVID

3 2	Purchase Order Contact - Last Name Purchase Order Contact - Last Name CURTIS
3 3	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 5124518298
3 4	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
3 5	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address No response
3 6	Alternate Purchase Order Contact - First Name Alternate Purchase Order Contact - First Name No response
3 7	Alternate Purchase Order Contact - Last Name Alternate Purchase Order Contact - Last Name No response
3 8	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) No response
3 9	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
4 0	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
4 1	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

4 2	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address txbids@gtdist.com
4 3	Request for Quote (RFQ) Contact - First Name Request for Quote (RFQ) Contact - First Name DAVID
4 4	Request for Quote (RFQ) Contact - Last Name Request for Quote (RFQ) Contact - Last Name CURTIS
4 5	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 5124518298
4 6	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
4 7	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address No response
4 8	Alternate Request for Quote (RFQ) Contact - First Name Alternate Request for Quote (RFQ) Contact - First Name No response
4 9	Alternate Request for Quote (RFQ) Contact - Last Name Alternate Request for Quote (RFQ) Contact - Last Name No response
5 0	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
5 1	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
5 2	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.

53	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
54	Invoice Company Name Invoice Company Name G T DISTRIBUTORS, INC
55	Invoice Company Department Name Invoice Company Department Name ACCOUNTS PAYABLE
56	Invoice Contact - First Name Invoice Contact - First Name CAROL
57	Invoice Contact - Last Name Invoice Contact - Last Name STAFFORD
58	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 1124 NEW MEISTER LANE, STE 100
59	Invoice Mailing Address - City Invoice Mailing Address - City PFLUGERVILLE
60	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
61	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 78660

6 2	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 5124518298
6 3	Invoice Contact Extension Number Invoice Contact Extension Number No response
6 4	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
6 5	Invoice Contact E-mail Address Invoice Contact E-mail sales@gtdist.com
6 6	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
6 7	Billing Agent Company Name Billing Agent Company Name No response
6 8	Billing Agent Department Name Billing Agent Department Name No response
6 9	Billing Agent Contact - First Name Billing Agent Contact - First Name No response
7 0	Billing Agent Contact - Last Name Billing Agent Contact - Last Name No response
7 1	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
7 2	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
7 3	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response

7 4	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
7 5	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
7 6	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
7 7	Billing Agent Fax Number Billing Agent Fax Number No response
7 8	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
7 9	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
8 0	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
8 1	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> NET 30
8 2	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
8 3	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
8 4	Electronic Payments Are electronic payments acceptable to your company? Yes

85	Credit Card Payments Are credit card payments acceptable to your company? No
86	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
87	Company Name Company Name G T DISTRIBUTORS, INC
88	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. I will serve all Regions of Texas
89	Region 1 Region 1 - Edinburg ☒ Region 1
90	Region 2 Region 2 - Corpus Christi ☒ Region 2
91	Region 3 Region 3 - Victoria ☒ Region 3
92	Region 4 Region 4 - Houston ☒ Region 4
93	Region 5 Region 5 - Beaumont ☒ Region 5
94	Region 6 Region 6 - Huntsville ☒ Region 6

95	Region 7 Region 7 - Kilgore ☒ Region 7
96	Region 8 Region 8 - Mount Pleasant ☒ Region 8
97	Region 9 Region 9 - Wichita Falls ☒ Region 9
98	Region 10 Region 10 - Richardson ☒ Region 10
99	Region 11 Region 11 - Fort Worth ☒ Region 11
100	Region 12 Region 12 - Waco ☒ Region 12
101	Region 13 Region 13 - Austin ☒ Region 13
102	Region 14 Region 14 - Abilene ☒ Region 14
103	Region 15 Region 15 - San Angelo ☒ Region 15
104	Region 16 Region 16 - Amarillo ☒ Region 16
105	Region 17 Region 17 - Lubbock ☒ Region 17
106	Region 18 Region 18 - Midland ☒ Region 18

1 0 7	Region 19 Region 19 - El Paso ☒ Region 19
1 0 8	Region 20 Region 20 - San Antonio ☒ Region 20
1 0 9	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
1 1 0	Company Name Company Name G T DISTRIBUTORS, INC
1 1 1	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
1 1 2	Alabama Alabama ☒ Alabama
1 1 3	Alaska Alaska ☐ Alaska
1 1 4	Arizona Arizona ☐ Arizona
1 1 5	Arkansas Arkansas ☒ Arkansas

1 1 6	California California (Public Contract Code 20118 & 20652) ☐ <i>California</i>
1 1 7	Colorado Colorado ☐ <i>Colorado</i>
1 1 8	Connecticut Connecticut ☐ <i>Connecticut</i>
1 1 9	Delaware Delaware ☐ <i>Delaware</i>
1 2 0	District of Columbia District of Columbia ☐ <i>District of Columbia</i>
1 2 1	Florida Florida ☒ Florida
1 2 2	Georgia Georgia ☒ Georgia
1 2 3	Hawaii Hawaii ☐ <i>Hawaii</i>
1 2 4	Idaho Idaho ☐ <i>Idaho</i>
1 2 5	Illinois Illinois ☐ <i>Illinois</i>
1 2 6	Indiana Indiana ☐ <i>Indiana</i>
1 2 7	Iowa Iowa ☐ <i>Iowa</i>

1 2 8	Kansas Kansas ☒ Kansas
1 2 9	Kentucky Kentucky ☐ <i>Kentucky</i>
1 3 0	Louisiana Louisiana ☒ Louisiana
1 3 1	Maine Maine ☐ <i>Maine</i>
1 3 2	Maryland Maryland ☐ <i>Maryland</i>
1 3 3	Massachusetts Massachusetts ☐ <i>Massachusetts</i>
1 3 4	Michigan Michigan ☐ <i>Michigan</i>
1 3 5	Minnesota Minnesota ☐ <i>Minnesota</i>
1 3 6	Mississippi Mississippi ☐ <i>Mississippi</i>
1 3 7	Missouri Missouri ☒ Missouri
1 3 8	Montana Montana ☐ <i>Montana</i>
1 3 9	Nebraska Nebraska ☒ Nebraska

1 4 0	Nevada Nevada ☐ <i>Nevada</i>
1 4 1	New Hampshire New Hampshire ☐ <i>New Hampshire</i>
1 4 2	New Jersey New Jersey ☐ <i>New Jersey</i>
1 4 3	New Mexico New Mexico ☒ <i>New Mexico</i>
1 4 4	New York New York ☐ <i>New York</i>
1 4 5	North Carolina North Carolina ☐ <i>North Carolina</i>
1 4 6	North Dakota North Dakota ☐ <i>North Dakota</i>
1 4 7	Ohio Ohio ☐ <i>Ohio</i>
1 4 8	Oklahoma Oklahoma ☒ <i>Oklahoma</i>
1 4 9	Oregon Oregon ☐ <i>Oregon</i>
1 5 0	Pennsylvania Pennsylvania ☐ <i>Pennsylvania</i>
1 5 1	Rhode Island Rhode Island ☐ <i>Rhode Island</i>

1 5 2	South Carolina South Carolina ☐ <i>South Carolina</i>
1 5 3	South Dakota South Dakota ☐ <i>South Dakota</i>
1 5 4	Tennessee Tennessee ☒ Tennessee
1 5 5	Texas Texas ☒ Texas
1 5 6	Utah Utah ☐ <i>Utah</i>
1 5 7	Vermont Vermont ☐ <i>Vermont</i>
1 5 8	Virginia Virginia ☐ <i>Virginia</i>
1 5 9	Washington Washington ☐ <i>Washington</i>
1 6 0	West Virginia West Virginia ☐ <i>West Virginia</i>
1 6 1	Wisconsin Wisconsin ☐ <i>Wisconsin</i>
1 6 2	Wyoming Wyoming ☐ <i>Wyoming</i>

Bid Lines

1 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

B&T

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Benelli

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Beretta Rifles and Shotguns

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bergara

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BOE Suppression

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 31.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CCI / Speer

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CMMG

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Colt Rifles

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CZ-USA Rifles

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Daniel Defense Rifles

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dead Air Silencers

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Defense Tech

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Doublestar

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

EoTech

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Federal

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FN America Rifles

Alternate 17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Force on Force

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Geissele Automatics

Alternate 19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Glock

Alternate 20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

HuxWrx

Alternate 22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Larue Tactical

Alternate 23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30.1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

LWRCI

Alternate 24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Midwest Industries

Alternate 25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mossberg

Alternate 26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Primary Weapons Systems

Alternate 27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 31.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Remington Ammunition

Alternate 28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 28%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ruger Rifles

Alternate 29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ruger LE Rifles

Alternate 30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shield Arms

Alternate 31

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Simunition

Alternate 32

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sionics Weapon Systems

Alternate 33

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 23%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Springfield Armory Rifles

Alternate 34

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Surefire

Alternate 35

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Troy Industries

Alternate 36

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Firearms and Ammunition**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Yankee Hill Manufacturing

2 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Agilite

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alien Gear

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Allen

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ASP

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 33%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bianchi

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 21%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Black Point Tactical

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 41%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blackhawk

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 13%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bladetech

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 24%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blue Force Gear

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Boston Leather

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bulldog Cases

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

C&H Precision

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Camelbak

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Center Mass

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Chip McCormick Custom

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Choate Machine & Tool

Alternate 17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Comp-Tac

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Condor

Alternate 19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 21%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Crossbred Holsters

Alternate 20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Crucial Concealment

Alternate 21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 38%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

DeSantis

Alternate 22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 37%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Duramag

Alternate 23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 27%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dutyman

Alternate 24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Element Holster Co

Alternate 25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Eleven 10

Alternate 26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Erebus Ind

Alternate 27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ergo Grips

Alternate 28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Tactical

Alternate 29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flatline Fiber Co

Alternate 30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fobus

Alternate 31

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Forward Controls Design

Alternate 32

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Galco

Alternate 33

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Geissele Automatics

Alternate 34

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 13%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GG&G

Alternate 35

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 17.1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Glock

Alternate 36

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Gould & Goodrich

Alternate 37

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 28%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Speed Gear

Alternate 38

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hogue

Alternate 39

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

HRT

Alternate 40

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20.1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Larue Tactical

Alternate 41

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Leupold

Alternate 42

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 21.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Magpul

Alternate 43

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mesa Tactical

Alternate 44

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Midwest Ind

Alternate 45

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mission First Tactical

Alternate 46

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MOHOC

Alternate 47

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nexbelt

Alternate 48

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 13%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nightforce

Alternate 49

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 7.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pelican

Alternate 50

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rapid Force

Alternate 51

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Red Rock Outdoor

Alternate 52

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ring's - Blue Guns

Alternate 53

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rothco

Alternate 54

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Safariland Duty Gear

Alternate 55

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shield Arms

Alternate 56

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Simunition

Alternate 57

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Spec Ops

Alternate 58

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Stealth Operator

Alternate 59

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Strong Leather

Alternate 60

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Surefire

Alternate 61

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tango Down

Alternate 62

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Thyrm

Alternate 63

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Troy Industries

Alternate 64

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TUFF

Alternate 65

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 41%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Uncle Mikes

Alternate 66

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

US Peacekeeper

Alternate 67

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Viking Tactics

Alternate 68

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tactical Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Zero9

3 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Night Sticks and Batons**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Night Sticks and Batons**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Monadnock

4 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15.5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Avon

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sirchie

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Riot Equipment/Body Armor**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

WARQ

5 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CY Plastics

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Federal Signal

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Go Rhino

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Golight

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 38.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Havis

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Laguna

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lund Industries

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pro-Gard

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Santa Cruz

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Setina

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sound Off

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Star Warning Systems

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Stinger Spike Systems

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tufloc

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 60%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Unity

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Vehicle Equipment and Related Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 47%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Whelen

6 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Tear Gas/Mace and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tear Gas/Mace and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pepperball

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Tear Gas/Mace and Related Items.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sabre

7 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Holosun

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Night Vision and Infrared Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 4%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Custom Night Vision

8 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Thermal Imaging Equipment and Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Thermal Imaging Equipment and Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sellmark

9 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32.5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ASP

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Flashlights, Batteries, and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Electronic Stand-up Vehicles (ESV)**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Adventure Medical kits

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Elite First Aid

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Executive Defense Internationa

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Jersey Tactical Corp

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

North American Rescue

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SET Breaching

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Rescue Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steck

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Handcuffs and Restraints**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Handcuffs and Restraints**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

C&S

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Handcuffs and Restraints**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Monadnock

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Handcuffs and Restraints**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Peerless

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16.5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Aimpoint

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 39%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ameriglo

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Burris

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bushnell

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

C&H Precision

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

EOTECH

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Geissele Automatics

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Holosun

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Larue Tactical

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Leupold

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 21.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Magpul

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Midwest Ind

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 13%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nightforce

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shield Sights

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Simmons

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steiner

Alternate 17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tasco

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Trijicon

Alternate 19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Troy Industries

Alternate 20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 48.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vortex

Alternate 21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 28%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

XS Sights

Alternate 22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Scopes and Binoculars**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Yankee Hill Manufacturing

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5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Alcohol and Drug Testing Products and Related Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CMI

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Alcohol and Drug Testing Products and Related Services**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Forensics Source

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Alcohol and Drug Testing Products and Related Services**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sirchie

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Training Targets**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Action Target
Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Law Enforcement Training Targets**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Champion

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Training Targets**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shooting Targets USA

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Fingerprint Equipment and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Forensics Source
Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Fingerprint Equipment and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sirchie

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8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Benchmade

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 41%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tekto Knives

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 35%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Zero Tolerance

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 27.4%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5.11

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 26.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bates

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Belleville

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blackinton

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blauer

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bulwark

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Center Mass

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Condor

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Converse Duty

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Danner

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dickies

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Edwards Garment

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 28%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Elbeco

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fechheimer

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Class Uniforms

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Tactical

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Firstwatch Gear

Alternate 17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flying Cross

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Game Guard

Alternate 19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Gerber Outerwear

Alternate 20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix Accessories

Alternate 21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix EMS

Alternate 22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix LE

Alternate 23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hero's Pride

Alternate 24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 26.1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Liberty Uniform

Alternate 25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Merrell

Alternate 26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Original Footwear

Alternate 27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Propper

Alternate 28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Salomon Forces

Alternate 29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sanmar

Alternate 30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Smith & Warren

Alternate 31

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SPIEWAK

Alternate 32

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tact Squad

Alternate 33

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Thorogood

Alternate 34

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TruSpec

Alternate 35

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 34%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin

Alternate 36

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin SAFETY

Alternate 37

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 6%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin SnakeArmor

Alternate 39

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vertx

Alternate 40

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Workwear Outfitters

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Weather Monitoring Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Red Light Monitoring Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Speed Enforcement Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Life Preserver and Related Items**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Emergency Radio Dispatch Consoles and related items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Emergency Radio Dispatch Consoles and related items**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Silynx

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Emergency Radio Dispatch Consoles and related items.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TCI / Safariland Communication

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Safety and Security Window Film Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Gunshot and Threat Detection Products and Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Driving Simulator System for All Types of Vehicles and Equipment** (turnkey training solution including courseware, driving controls, displays, and programs for new and experienced drivers for driving, evaluation, rehabilitation, and research). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Atlantco

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Birchwood Casey

Alternate 3

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Breakfree

Alternate 4

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Clenzoil

Alternate 5

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

G T Distributors

Alternate 6

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hoppe's

Alternate 7

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

L&R

Alternate 8

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Leupold

Alternate 9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Magpul

Alternate 10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 35%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

M-Pro 7

Alternate 11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

OTIS

Alternate 12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Outers

Alternate 13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pro-Shot

Alternate 14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Real Avid

Alternate 15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ripoffs

Alternate 16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rite In The Rain

Alternate 17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rothco

Alternate 18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **All Other Public Safety Products and Equipment.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 48.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vortex

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Equipment Repair Parts**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 17.1%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Glock

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/price list for **Public Safety Equipment Repair Parts**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight

Alternate 2

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Equipment Repair Parts**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Simunition

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/price list for **Public Safety Equipment and Products Maintenance/Warranty Agreements**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 TCI / Safariland Communication

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Breathing Apparatus**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Turnout Gear**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Nomex Station Uniforms**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **Communication Devices and Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Silynx

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Communication Devices and Systems.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TCI / Safariland Communication

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Adventure Medical kits
Alternate 1**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **EMS Supplies and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Elite First Aid

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **EMS Supplies and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

North American Rescue

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Portable Lighting Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **Portable Lighting Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight

3
9

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Code 3

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CY Plastics

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 40%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Federal Signal

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Go Rhino

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Golight

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 7

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 8

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 9

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 10

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 11

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 12

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 13

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 14

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 15

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extrication Rescue Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 27.4%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5.11

Alternate 1**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 26.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bates

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Belleville

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blackinton

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 16%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Blauer

Alternate 5

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bulwark

Alternate 6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Center Mass

Alternate 7

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Condor

Alternate 8

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 0%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Converse Duty

Alternate 9

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 18%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Danner

Alternate 10

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dickies

Alternate 11

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Edwards Garment

Alternate 12

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 28%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Elbeco

Alternate 13

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fechheimer

Alternate 14

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Class Uniforms

Alternate 15

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 29.5%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Tactical

Alternate 16

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Firstwatch Gear

Alternate 17

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Flying Cross

Alternate 18

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Game Guard

Alternate 19

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Gerber Outerwear

Alternate 20

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix Accessories

Alternate 21

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix EMS

Alternate 22

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 19%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Haix LE

Alternate 23

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Hero's Pride

Alternate 24

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 26.1%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Liberty Uniform

Alternate 25

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 32%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Merrell

Alternate 26

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Original Footwear

Alternate 27

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Propper

Alternate 28

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Salomon Forces

Alternate 29

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Sanmar

Alternate 30

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Smith & Warren

Alternate 31

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

SPIEWAK

Alternate 32

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tact Squad

Alternate 33

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Thorogood

Alternate 34

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TruSpec

Alternate 35

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 34%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin

Alternate 36

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin SAFETY

Alternate 37

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 6%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Turtleskin SnakeArmor

Alternate 39

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 14%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vertx

Alternate 40

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Workwear Outfitters

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Gas Detection Devices, Cameras, and Systems**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose and Nozzles**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Extinguishers and Fire Fighting Foam**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

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2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Hose Hydrostatic Testing Services**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Fire Fighting Training Materials and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Optical Emergency Traffic Pre-Emption Supplies and Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **All Other Firehouse Equipment and Supplies**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/price list for **Firehouse Equipment Repair Parts**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5
0**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/price list for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/ vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing on line **1. Firearms and Ammunition** shall be approved and authorized by the manufacturer to sell, the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product proposed. The requirement to provide an approval letter from the manufacturer applies to the seller. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5
1**Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid5
2**Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute the extension of the Ceridian/Dayforce contract, to approve purchase order(s) in the amount of \$360,000, and to authorize change orders of up to ten percent (10%) of the authorized amount, for the continued use of the City's Human Capital Management System for Fiscal Year 2026-2027.

Recommendations:

Council approval is recommended.

Background:

The approval of this contract will extend the licensing and vendor support for the Ceridian/Dayforce Human Capital Management System. The system specifically supports functions related to employee management, including recruiting and timekeeping for City employees. Additional fees on top of the contracted process are incurred for add-on services, returned direct deposits, printed materials service fees, and other options in conjunction with timekeeping and payroll processes.

This authorization allows the Finance Director to approve change orders of up to 10% of the authorized amount, subject to available budget appropriations.

Emergency Justification:**Fiscal Impact:**

Total fiscal impact, including contingency, is \$396,000. Funding is available in the FY 2026-27 Adopted Budget page 159, Software & Computer Maintenance (0954230-5224).

Council Action:

Department / Contact	Human Resources /
---------------------------------	-------------------

REVIEWERS

Carissa Smith
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City of Independence_Amendment (ET)_2026-08-19
2. Dayforce Contract - City of Independence 2023-04-20 (1)



EXTENDED TERM AMENDMENT

EFFECTIVE DATE: Upon execution by both Parties

TERRITORY: United States

NUMBER OF EMPLOYEES: 1,082

CLIENT INFORMATION				
Client Name				
City of Independence the "Client"				
Service Contact		Phone No.	e-mail	
Carissa Smith		816-325-7388	csmith@indepmo.org	
Billing Street Address		City	State/Province	Zip/Postal Code
111 E Maple Ave		Independence	MO	64050
ORIGINAL ORDER FORM		Client Order No / Payroll ID: Q-149351		Order Form Date: April 20, 2023, as amended (the "Original Agreement")

Dayforce Services US LLC (formerly Ceridian Services LLC.) ("Dayforce") and Client hereby agree to amend and modify the terms and provisions of the Original Agreement (the particulars of which the Parties are familiar, and a copy of which may be attached hereto) in accordance with the following, the content of which is incorporated herein without further reference. The Parties mutually acknowledge that unless otherwise expressly provided herein, this Amendment does not and will not serve to revise the relationship between the Parties, and it is mutually agreed that any and all unremedied and outstanding accounts, defaults, breaches or other matters, existing between the Parties as at the effective date of this Amendment shall remain intact and subsisting notwithstanding this Amendment. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Original Agreement.

Dayforce and Client agree that the Original Agreement is amended as follows:

- Extended Term.** Client's existing services (the "Services") will be provided for an extended term commencing on August 31, 2026 and expiring twelve (12) months thereafter (the "Extended Term"). Notwithstanding the commencement of the Extended Term as stated in the previous sentence, the Parties agree that the remainder of this Amendment shall become effective upon the Effective Date of the Amendment. Upon expiration of the Extended Term, the Original Agreement will remain in effect until terminated by either Party upon ninety (90) days' written notice, effective on or any time after the expiration of the Extended Term.
- Cancelled Services.** Client has requested, and Dayforce agrees, to cancel **Dayforce Career Explorer, Dayforce Compensation Management, Dayforce Engagement, Dayforce Learning, Dayforce Performance Management and Dayforce Succession Planning** (hereinafter referred to as the "Cancelled Services"), as of the Effective Date. Accordingly, all references in the Original Agreement to the Cancelled Services in the Original Agreement, shall be deleted in their entirety and of no further effect. As a result of the Cancelled Services, the monthly Recurring Fees will be reduced to \$19.94.
- Service Fees.** Fees applicable to the Services shall continue at the same rates as currently in effect. All Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency. "Annual Inflation Index" means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory. If the annual increase calculation results in an increase amount of zero or less, then no Fee increase shall apply for the next annual cycle.
- Minimum Monthly Employee Count.** In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count, where "*Minimum Monthly Employee Count*" means eighty percent (80%) of the Number of Employees stated above, or such increased quantity as indicated on Client's Order Form(s), which number represents the approximate current Number of Employees of the Client. Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.
- Client represents and warrants it is not a Sanctioned Person, and it will conduct all activities related to the Original Agreement in compliance with all applicable Sanctions. Without limiting the foregoing, Client will not request Services from Dayforce that relate, directly or indirectly, to transactions, dealings, or relationships involving a Sanctioned Person, and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to and then approved by, in its sole discretion, Dayforce. "Sanctions" means all applicable sanctions laws and regulations imposed, administered, and enforced from time to time by (a) the United States government, including the United States Department of the Treasury's Office of Foreign Assets ("OFAC") or the United States Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, or Canada. "Sanctioned Country" means any country or territory subject to comprehensive Sanctions. "Sanctioned Person" means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) the government of a Sanctioned Country or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons.
- Client is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Services and Software, and agrees to comply with such laws, regulations and other legal requirements including applicable (i) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010 and (ii) anti-money

laundrying laws or regulations. Further, Client acknowledges that due to the Services Dayforce provides, Dayforce has certain regulatory compliance requirements under law and consents to Dayforce conducting anti-money laundrying, global sanctions, and credit screenings of Client and its Affiliates. Dayforce reserves the right, at any time and without notice, to suspend, terminate, or decline to provide Service, in whole or in part, that Dayforce, in its reasonable opinion, determines Client or Affiliates use of which may violate applicable law or regulation, or where Client or Affiliates do not satisfy screening requirements.

7. **Early Termination.** If Client terminates the Services prior to the expiration of the Extended Term, Client shall be responsible to pay to Dayforce, in addition to the Fees payable up to and including the effective date of termination of the Service (including all One Time Fees for work performed up to and including the date of termination), an early termination fee equal to the average monthly Recurring Fees (computed based on the Recurring Fees for Services provided to Client during the three (3) month period preceding cancellation), multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the Extended Term, less a discount equal to twenty five percent (25%).

Except as modified by this Amendment, all terms and conditions of the above-referenced Agreement will remain in full force and effect.

Dayforce Services US LLC

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

City of Independence

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership



ORDER FORM

Client Order No.: **Q-149351**
Generation Date: **March 23, 2023**
Offer Expiration: **March 31, 2023**
Service Term Length (from Subscription Start Date): **36 Months**
Territory: **United States**
Currency: **USD**

Client Information				
Client Name				
City of Independence the "Client"				
Service Contact Holly Dreyer		Phone No. (816) 325-7217	e-mail hdreyer@indepmo.org	
Billing Street Address 111 E Maple Ave		City Independence	State/Province MO	Zip/Postal Code 64050

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$9.58	1,100	\$10,538.00
Dayforce Year 1 Service	Monthly	Recurring	Each	\$1,435.00	1	\$1,435.00

Estimated Implementation and One-Time Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Industry Solutions Implementation Fee	One Time	One Time	Each	\$200.00	850	\$170,000.00
Dayforce Education Consulting Services - Virtual	One Time	Training	Each	\$216.00	24	\$5,184.00
Dayforce Implementation Fee	One Time	Implementation	Each	\$110,733.75	1	\$110,733.75

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$143,676.00
Estimated Total One Time Fees	\$285,917.75

The Parties further acknowledge and agree that the following Service Particulars attached hereto shall apply (rather than the online equivalent Service Particulars):

- Dayforce-General Terms
- Dayforce-Payroll Terms
- Dayforce-Ancillary Services Terms

*Included in the Dayforce Subscription Fee:

Software Services:

- Dayforce Core (Includes Core Elements and HR & Self Service)
- Dayforce Payroll
- Dayforce Time and Attendance
- Dayforce Wallet
- Dayforce Industry Solutions
 - Dayforce Union Pay Extension
 - Dayforce Variable Pay Extension
 - Dayforce Advanced Data Extension
- Dayforce Education Package

The Dayforce Subscription Fee includes one (1) Federal, State, and Local Tax Filing ID

Each additional Federal Tax Filing ID will be charged at a price of \$55.00

Each additional State Tax Filing ID will be charged at a price of \$10.00

Each additional Local Tax Filing ID will be charged at a price of \$10.00

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

Dayforce Wallet - On-Demand Pay will be deployed in the United States and/or Canada.

This Order Form, and the attached SOW(s), is entered into between Client and the Ceridian entity that has signed below, and is governed by the terms of the Master Services Agreement, attached hereto (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, or SOW(s) have the meaning set forth in the MSA.

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Ceridian may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

[signature page follows]

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Ceridian and Client.

Per:

DocuSigned by:

Adam Clifton

Printed Name:

Adam Clifton

Title:

Account Executive Public Sector

Date:

4/20/2023

I have the authority to bind the corporation

In respect of the Line of Credit Agreement

Ceridian Dayforce Licensing LLC

Per:

DocuSigned by:

Adam Clifton

Printed Name:

Adam Clifton

Title:

Account Executive Public Sector

Date:

4/20/2023

I have the authority to bind the corporation

City of Independence

Per:

DocuSigned by:

Cindy Gray

Printed Name: Cindy Gray

Cindy Gray

Title: Director of Finance

Director of Finance

Date:

4/20/2023

I have the authority to bind the City



ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
IMPLEMENTATION SERVICES FOR DAYFORCE

CLIENT INFORMATION	
Client Name	
City of Independence	the "Client"

This is the implementation SOW for Dayforce as contemplated in the Order Form made between Ceridian and Client. This SOW sets forth the details for the implementation Services and/or deliverables (the "Implementation Services") to be provided in respect of the Subscribed Modules and those Services described in the attached Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

Ceridian's obligation to deliver the Implementation Services for the One Time Fees stated in the Order Form will survive for twelve (12) months from project kickoff. Should the project exceed twelve (12) months for any reason not the fault of Ceridian, Ceridian reserves the right to revisit the scope and/or the One Time Fees associated with the Implementation Services.

The Parties shall mutually agree during implementation to an anticipated Go Live Date. It is understood and agreed by the Parties that the Implementation Services are delivered in a very iterative and collaborative process and require regular and timely Client Data input, involvement and feedback (as requested by Ceridian). The Parties acknowledge and agree with the importance of using commercially reasonable efforts to achieve the respective timelines, and Ceridian will advise Client as soon as possible if any action or omission on the part of Client is delaying Ceridian's ability to perform the Implementation Services and may impact the anticipated Go Live Date (and Client shall not be entitled to any compensation or relief for loss resulting from a failure to meet such estimated timeframes).

1. Executive Summary

Client has engaged Ceridian to implement and provide education and training for the following bundled Subscribed Modules:

- Dayforce Core (Includes Core Elements and HR-& Self Service)
- Dayforce Payroll
- Dayforce Time and Attendance
- Dayforce Wallet
- Dayforce Single Sign On

For the following population:

- 1,100 Employees in the United States

2. Implementation Methodology and Fixed Fee Basis

Ceridian determines the scope of work, timelines and fixed Fees for Implementation Services on the basis that:

- The project will be delivered continuously in a single phase in accordance with the project plan;
- There will be adherence to Ceridian's Activate methodology and tooling, as described in this Section 2;
- There will be appropriate resource coverage and commitment to execute the planned activities, as described in Section 3;
- The Services will be delivered to fulfill the Dayforce functionality as defined in Section 4.

Any delays or phased rollout may impact the One Time Fees and could result in a complete work stoppage until resources can be reassigned.

The tasks, duties, responsibilities, and deliverables to be provided by Ceridian to Client in conjunction with the Implementation Services will be provided utilizing the methodology described below. Note: activities within each stage may be adjusted to reflect project scope, and/or complexity. Not all activities apply to all projects. Adjustments, as may be required, will be identified during the Initiate stage.

		Primary Responsibility	
Stage	High-Level Task	Ceridian	Client
Initiate	Project teams assigned	X	X
	Establish project roles and responsibilities	X	X
	Establish project governance with one weekly governance call	X	X
	Client PM, Super Users and Power Users complete required training		X
	Provide data in required templates provided by Ceridian		X
	Create CONFIG environment with data provided in required templates	X	
	Document integration and data conversion requirements, as appropriate	X	X
	Provide access to pre-production environments. Included as standard are two (2) pre-production environments: (1) CONFIG (accessible by Ceridian and Client, generally used for application configuration and testing), and (1) STAGE (accessible by Ceridian and Client, generally used for solution refinement). The CONFIG and STAGE environments (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG and STAGE environments will remain in place until the Go Live Date of the last phase of the project.	X	
Model	Complete requirements validation and solution design	X	X
	Develop solution design document	X	
	Create Client-specific test cases for user acceptance testing (UAT), and integration testing		X
	Finalize and sign-off on solution design document	X	X
	Complete role-specific training curriculum		X

Refine	Complete configuration or solution and execute Ceridian test cases	X	
	Prepare day in the life scenarios for testing		X
	Execute day in the life scenarios and document feedback		X
	Refine solution based on test/day in the life results vs. requirements, and confirm results with Client	X	
	Execute Client-specific test cases to append to Ceridian test cases for UAT and integration testing and document test results		X
	Complete final data loads and audit for parallel testing and go-live	X	X
	Conduct parallel payroll testing and document discrepancies		X
	Address Client's parallel payroll testing results through triage and resolution of Client's documented issues	X	
Experience	Complete organizational go-live preparedness activities		X
	Prepare production environment	X	
	Support two (2) live production runs through triage and resolution of Client's documented issues	X	
	Transition Client to Ceridian Customer Support	X	

On or after the Go Live Date, upon written request by Client via the Help Desk for Support, Ceridian will provide access to one (1) TEST environment (accessible by Ceridian and Client). The TEST environment will be decommissioned by Ceridian upon fifteen (15) days' prior written notice to Client should there be no activity for a period of sixty (60) days. Client may at any time request that the TEST environment be recommissioned via the Help Desk for Support.

3. Ceridian and Client Roles and Responsibilities

To facilitate the successful delivery of the Implementation Services, Client and Ceridian will ensure the appropriate individuals are assigned and available, as applicable, to fill the following roles with the associated responsibilities. Depending on project scope, not all projects will require separate individuals for all roles and/or responsibilities. Roles and responsibilities by individual will be confirmed and agreed upon by both Parties during the Initiate stage.

Ceridian Role / Responsibilities		Client Role / Responsibilities	
Project Sponsor	• Provide overall direction and management support for the Implementation team and actively participate in project governance • Allocate named necessary resources prior to project kickoff and adjust as required throughout the project • Participate in executive updates to ensure organizational alignment • Monitor project progress and address project escalations in a timely manner	Project Sponsor	• Provide overall direction and management support for the project team and actively participate in project governance • Allocate named necessary resources prior to project kickoff and adjust as required throughout the project • Participate in executive updates to ensure organizational alignment • Monitor project progress and address project escalations in a timely manner • Make business decisions in a timely manner
Project Manager	• Develop, maintain and track progress against the project plan and associated logs (risk log, issues log) • Manage milestone schedule with Client • Manage Implementation team resources and deliverables • Report on project status through meetings and reports, including project risks and issues with mitigation plans • Facilitate communication between project teams • Act as a central point of contact for all day-to-day activities • Monitor project scope and lead and manage change control activities • Facilitate Client's access to training	Project Manager	• Participate in development and update of project plan and associated logs (risk log, issues log) • Manage Client project team and third-party resources and deliverables • Facilitate communication between Ceridian, Client and third-party resources • Provide input to project status reports and participate in meetings • Act as a central point of contact for all day-to-day activities from all locations and/or business areas • Represent Client in change control activities • Provide consolidated testing results per Ceridian's methodology and format and per the project schedule • Plan and manage rollout strategy and logistics • Develop and manage the execution of an organizational readiness plan
Implementation Consultant(s)	• Ensure initial instance is set up and that initial back office data entry is complete • Lead requirements gathering/validation and documentation throughout the implementation • Facilitate completion of data load templates • Provide implementation best practices to leverage features and functionality • Lead solution design, configuration, quality assurance, review and refinement • Lead and execute required Ceridian testing and share Ceridian testing output with Client • Review Client-specific test cases • Support Client testing, parallel processing and data audit activities through issue triage and resolution of Client documented issues and defects • Provide in-depth product and/or domain knowledge as required throughout the project lifecycle • Participate in solution configuration, QA and refinement	Super Users, System Administrators, Power Users, SMEs	• Complete project workbooks and other templates provided by Ceridian to capture requirements • Participate in requirements gathering and validation sessions and validate documented requirements for accuracy and completeness • Confirm access to Ceridian Education Center and training materials • Organize internal participants as required • Validate documentation and configuration outputs and provide sign offs as defined by project plan • Review and approve Ceridian testing outputs with Implementation Consultant(s) • Advise if any requirements have been missed or any test cases are inaccurate • Develop Client-specific test cases • Execute day in the life scenario testing and document feedback: support Ceridian in solution refinement • Execute UAT testing and document results: support Ceridian in issue triage and resolution • Complete role-specific training at appropriate points in the project lifecycle as documented in the Ceridian Education Center training curriculum • Complete rollout of the solution across the organization

			• Complete organizational readiness activities • Assume ownership of the configured solution at go-live • Work with Implementation Consultant(s) to complete all required checkpoint milestones and sign offs
Data Consultant(s)	• Assist Client through the Getting Started data gathering • Provide guidance around completing the Ceridian data templates	Super Users, System Administrators, Power Users, Data SMEs	• Extract data from source systems and populate initial and subsequent data load templates in Ceridian required format • Extract data from source systems and populate parallel data load templates and final data load templates in Ceridian required format • Ensure accuracy of data from source systems and act as the central point of contact to address data issues in source systems • Assist Ceridian with data mapping
Technical Consultant(s)	• Engage with Client and Client's third-party vendors to validate file type, structure and mapping requirements to develop and test exports • Partner with Ceridian Consultant(s) on Dayforce configuration required to support exports • Develop and test exports and document data issues for correction by Client • Migrate Client and third-party vendor approved exports to production environment	Integration SMEs	• Provide contact information for Client's third-party vendors • Participate with Client's third-party vendors in gathering file specifications such as account structure, and file layout • Complete export details tab of project workbooks and other documentation in preparation for exports launch call per project schedule • Engage Client's third-party vendors regarding changes to exports/interfaces • Provide business requirements needed in order for exports to execute successfully • Review and approve file outputs during export testing with Client's third-party vendors and Ceridian Technical Consultant(s), including validation and resolution of data issues
Dayforce Education Services	• Provide access to Organizational Readiness Toolkit • Process access to Ceridian Education Center for all registered Client resources • Schedule and deliver Education Consulting sessions, Client exclusive sessions, and custom training sessions, as purchased	Org Readiness Lead	• Develop and execute organizational readiness plan • Register key project team resources and administrators for access to Ceridian Education Center • Monitor ongoing progress of training and organizational readiness activities • Develop and deliver training to end users
GL Consultant(s)	• Review and discuss business objectives, GL posting requirements and ensure that the org structure aligns with financial requirements • Advise on Dayforce General Ledger best practices to meet Client's business objectives • Propose solution and configuration options to help Client meet business needs • Guide Client through the appropriate order of features to successfully set up the GL • Assist with troubleshooting issues that arise with testing and reconciliation	GL SMEs	• Provide GL posting requirements, file specifications and file delivery requirements • Maintain timely communication with GL Consultant • Complete GL workbook • Complete micro-training as assigned prior to each meeting • Perform Dayforce General Ledger configuration tasks as assigned • Document and communicate test cases and Day in the Life scenarios to confirm successful setup with Client's Payroll Administrator • Review and approve output of test cases for the GL export file
Dayforce Wallet Customer Success Manager	• Work with the Dayforce Wallet Sponsor to determine the starting eligible employee population (and future population phased rollout, if applicable) and create any necessary employee groups for configuration settings • Review Dayforce Wallet configuration settings with Client and facilitate Client's election of such settings in the system • Present available resources to promote the Dayforce Wallet benefits to employees and work with Dayforce Wallet Sponsor to execute a plan	Dayforce Wallet Sponsor	• Ensure On-Demand Pay is configured concurrently with regular payroll as described in this SOW • As part of the implementation, work with the Dayforce Wallet Customer Success Manager to determine the eligible employee population at go-live and plans for a phased rollout (if applicable) • Act as champion for Dayforce Wallet within the Client organization, generally communicating benefits of Dayforce Wallet to Employees, either directly or by leveraging Ceridian-issued educational / promotional materials and helping to identify opportunities to engage the employee population in this regard

4. Services, Responsibilities and Deliverables for Implementation of Subscribed Modules and Core Functionality

The components listed below reflect those components and the corresponding scope that are available with respect to the Subscribed Modules listed in the Order Form. Ceridian will provide access to and implement those components indicated below as included. Additional Fees may apply to any additional Implementation Services requested by Client.

Unless a task, duty, responsibility or deliverable is expressly identified as included below, it is out of scope and will not be provided or performed by Ceridian as part of the Implementation Services. Without limiting the generality of this principle, Ceridian and Client expressly confirm that the following specific items are out of scope:

- Integration to third-party systems other than those identified below;
- Development of Client-specific process maps;
- Development of training materials outside of the education services specified herein;
- Client resource and/or third-party vendor management.

Component	Description	Scope
Dayforce Core Elements		
Organizational Hierarchy	Configuration of the core organizational hierarchy as defined and documented.	Included
Role Security	Configuration of security roles that define what areas of the application users can access and the specific permissions with that access.	Included

Pay Frequencies	Configuration of pay groups that define the frequency of pay for a group of employees as defined and documented. Pay frequency is defined as weekly, bi-weekly, semi-monthly, monthly. Scope assumes an average of five (5) pay frequencies with unique pay period start dates per Territory.	Included
HR Administration Configuration	Configuration of Client provided lists for employment status, employment status reasons, pay classes, pay types, relationship types, contact information types, marital status, and employee properties. Includes configuration of new hire role assignment and employee data mapping rules.	Included
iOS and Android Applications	Configuration of security roles that define what areas of the mobile application users can access. Employees can download the Dayforce mobile application from Apple's App Store or Google's Play Store.	Included
Dayforce HR & Self Service		
Administrator Self Service Forms	Configuration of HR specific Administrator level Self Service forms and associated workflow and guided processes screens as listed in the product documentation.	Included
Manager Self Service Forms	Configuration of HR specific Manager level Self Service forms as listed in the product documentation, and access to manager and employee form submission history.	Included
Employee Self Service Forms	Configuration of HR specific Employee level Self Service forms as listed in the product documentation, and access to form submission history.	Included
Workflows	Configuration of standard HR specific workflows defined as follows: commit to database, single approval, double approval, and conditional workflow.	Included
Guided Processes	Configuration of wizard-like collections of HR specific forms with configurable start and end messages to manage work and life events.	Included
Letter Management	Consultation on configuration and utilization of Dayforce Letter Management with Client's HR administrator through up to 2 scheduled weekly sessions. Each session includes Ceridian guidance and best practices.	Included
TeamRelate	Enablement of TeamRelate feature (English only), which allows employees to complete a TeamRelate survey, view their profile and the profile of other employees. Provides manager visibility into employee and team profile information, including communication styles, core convictions, and tips to help promote employee engagement.	Included
Dayforce Entitlements and Time Away From Work		
Entitlements	Configuration of rules that control how employees earn balances that represent their benefits, such as vacation, holiday time or personal days. Scope assumes up to 7 policies per Territory which are applied to employee populations (example; salaried, hourly, hourly exempt), and assumes a commonality/reusability factor of 20%.	Included
Time Away from Work	Configuration of time off policies to define parameters on how to request time off. Setup of time away from work form and manager approval.	Included
Dayforce Onboarding		
Onboarding	Consultation on configuration and utilization of Dayforce Onboarding with Client's onboarding administrator(s) through up to 10 scheduled weekly sessions for all Territories referenced in the Executive Summary. Each session includes guidance and best practices. Onboarding functionality is only available when Dayforce is the HR system of record.	Included
Dayforce United States and Canada Payroll		
Payroll Codes	Configuration of earning and deduction groupings that can be utilized for earnings or deduction calculations, pre-defined tax methods built in for compliance purposes, configurable limits and declining balances, arrears tracking and recovery. Configuration of earnings, deductions, memo calculations, and taxable benefits.	Included
Payroll Self Service Forms, Workflows and Guided Processes	Configuration of Payroll Specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation.	Included
Legal Entities	Configuration of legal entities (FEIN, CRA#) for the proper calculation and remittance of tax filing. Includes federal, state/provincial, local, and other employer and employee taxes.	Included
Employer Bank Accounts	Configuration of bank account information from which Client will fund payments for Client payroll.	Included
Deferred Compensation / RRSP and Pension Plans	Configuration for calculation of deferred compensation plans including RRSPs, Pension Plans, 401(k) and 403(b), Roth, catch-up and employer matches.	Included
Workers Compensation	Configuration of Workers Compensation accounts and rates, linking of those rates to jobs and positions, and creating associated Workers Compensation reporting.	Included
Third Party Payments	Configuration of third-party payees.	Included
Year End	Configuration of access to year end processing and year end documents, and filings.	Included
Payroll Production Reports	Enablement of standard payroll production reports and storage of a rolling thirty-six (36) months of the payroll production reports. Creation of Client-specific payroll production reports are not included.	Included
Payments to Non-Employees (Pensioners or Contractors)	Configuration of 1 additional pay group and legal entity for the explicit use of payments to contractors and configuration of 1 additional pay group and legal entity for the explicit use of payments to pensioners.	Included
Payroll Setup	Enablement of payroll properties in support of On-Demand Pay for each applicable pay group. (US and CA only)	Included
iOS and Android Applications	Enablement of the user access on the mobile application. (US and CA only)	Included

Employee Profile	Enablement or settings on the Employee Profile for all On-Demand Pay users. (US and CA only)	Included
Onboarding	Enablement of Dayforce Wallet in the employee onboarding process. (US and CA only)	Included
Dayforce Time and Attendance		
Scheduling	Configuration of shift rotations as documented. Consultation on scheduling best practices for both manual and rotation-based scheduling techniques.	Included
Pay Policies	Configuration of pay policies that define the assignment of pay rules and qualifiers to employees. Standard pay policies include regular time and overtime. Scope assumes an average of 5 pay policies per Territory with a commonality / reusability factor of 10%.	Included
Punch Policies	Configuration of punch policies that define an employee's time entry method and any optional rules and validation to be applied when an employee records working time. Standard punch policies include Salary, Hourly and Hourly Exempt. Scope assumes an average of 5 punch policies per Territory and a commonality / reusability factor of 50%.	Included
Time and Attendance Self Service Forms, Workflows and Guided Processes	Configuration of Time and Attendance specific Administrator, Manager and Employee level Self Service forms and associated workflows and guided processes screens as listed in the product documentation.	Included
Employee System Access	Consultation of Self-Service features that are in scope: Availability, Messaging and Alerts, Schedule Access, Timesheet Access, Employee Self Service Clock, and Time Away from Work Request screen. Ceridian will enable pertinent features as documented in the solution blueprint.	Included
Schedule Compliance	Configuration of employee policies, schedule alerts and warnings to facilitate compliance with legislative and company policies.	Included
Projects	Enablement of Projects functionality. Consultation through up to 3 scheduled sessions on how to define start/end dates, budget in hours or dollars and assignment to an area of the organization.	Included
Attendance Tracking	Configuration of attendance policies to define attendance incidents, how the occurrence of these incidents cause attendance violations, and the action to be taken for these violations.	Included
Shift Trading	Configuration of shift trading policies to define which employees can make shift trades, swaps, or re-trades with or without supervisor approval.	Included
Dayforce Education Services		
Dayforce Essentials Org Readiness Toolkit	Provide access to a set of tools for building and executing the Client's organizational readiness plan. The tools include introductory role-based videos, sample email announcements, sample job aids, communications and training project plan templates.	Included
Dayforce Education Consulting Services	One-on-one informal training/coaching via onsite or virtual delivery (as purchased) on specific tasks/processes as identified by Client. Training/coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet pre-requisite knowledge either through attending Dayforce training or equivalent work experience.	Included
Platform/Technical		
Client Verified Single Sign On	Provide user authentication with Client's SAML 2.0 or ADFS Identity Management Solution where Client acts as the identity provider.	Included
Integration		
Interface Configuration	Configuration of interfaces within the framework of the Dayforce application. Scope assumes APIs or Web Services will be leveraged to the extent available. Scope assumes Client will consume and configure APIs and / or Web Services made available by Ceridian At project kickoff, Client and Ceridian will agree mutually on the named exports required to support accurate production runs at go-live. Client will provide contact information for named individuals for each third-party vendor no later than five (5) Business Days after project kickoff. For all exports from Dayforce to Client and / or third-party systems, Ceridian will produce exports as supported by Dayforce functionality per Client and / or third-party specifications and collaborate with Client and Client's third-party vendors to perform system integration testing. Loading historical hours for the purpose of FMLA eligibility reporting via an export file is out of scope Client is responsible for third party platform configuration requirements and ensuring platform availability at time of implementation. Client will adhere to Ceridian integration specifications. Client is responsible for the management of vendor response time as it impacts file deliveries. For all imports from source systems to Dayforce, Client and / or Client's third-party vendors will extract data from source systems, create files for import into Dayforce, adhering to Dayforce import specifications and participate with Ceridian to perform system integration testing. Imports that do not adhere to Dayforce import specifications are subject to additional Fees.	Up to 1 Imports Included Up to 1 Contribution Exports Included. Example: Pension, 401K, RRSP, Superannuation, Personal Retirement Savings Account, KiwiSaver Up to 0 Other Exports Included
Standard Ceridian Integrations	Up to 25 hours of consultation is included for any of the standard Ceridian integrations. Ceridian will work with Client to assist in enabling Ceridian's pre-built connectors. Client is responsible to complete the required configuration to use Ceridian's pre-built connectors in Dayforce as well as in the vendor systems. Client will provide contact information for named individuals for each third-party vendor within five (5) Business Days after project kickoff. Client is responsible for third-party platform configuration requirements and ensuring platform availability at time of implementation. Client will adhere to Ceridian integration specifications. Client is responsible for the management of vendor response time as it impacts delivery.	ESVS Integration (for US and CA only)

Client-Specific General Ledger Export	Consultation with named Client resource responsible for maintaining and posting payroll data to Client's financial system. Through a series of scheduled sessions Ceridian will educate Client resource on general ledger configuration and will provide guidance and best practices to enable the maintenance of the general ledger export from Dayforce. Client will complete required training prior to each scheduled session. The number of GL exports is determined by the number of unique file specifications that Ceridian will be required to configure. If Client does not engage or dedicate the required time in line with the payroll implementation cycle, it may result in the GL export(s) not being ready for the Client's first payroll commit and may be subject to additional Fees. Live Membership is required to access all training materials.	Up to 1 Included
Data Conversion Consulting Services		
Data Conversion Consulting Services	Data conversion consulting services to assist Client in preparation of data conversion files. Consulting services include a high-level overview of Dayforce import specifications, and assistance with mapping Client's existing data to Dayforce import specifications. Ceridian will provide guidance, best practices, answer questions and provide documentation where available. Client shall provide data, as specified by Ceridian, sufficient to meet Dayforce import file specifications. All data must be provided in the correct Dayforce specification format and layout template. Data must be provided for each load as required by the project plan. If data is being consolidated from multiple sources, it is Client's responsibility to consolidate the multiple sources into a single import file. Client will provide import data for conversion in the correct format and layout template, assist with the mapping process, validate, test and audit the conversion files prior to loading into the Dayforce application, and provide the completed file conversion acceptance form upon successful conversion of the data. If Client does not provide all required conversion data or fails to provide the required data per the agreed upon schedule, additional Fees may apply.	Included
Core Current Conversion	Import of formatted files containing current record for active and current year terminated employee data based on first live pay in Dayforce. This includes Core employee information, Employee demographic information, Work Assignment, Employment Status, Confidential Information, Emergency Contact, Direct Deposit, Current Employee Tax Parameters, Employee Elections, Current Year to Date Payroll information, and Employee outstanding balances, as provided by Client and meeting Ceridian's conversion file specifications. An external data source is defined as the HR, payroll or benefits system that Client will be converting to Dayforce as the system of record.	Active and Current Year Terminated Employees Included. Up to 5 external data source(s) included.
HR History	Import of prior years of HR history data for Job, Compensation, and Employment Status for active and current year termed employees as provided by Client and meeting Ceridian's conversion file specifications. HR history must be provided at the same time as the Core Conversion data is provided, and must be provided for each phase. Ceridian cannot load HR history separately. Years of history is calculated from the date of the first live pay in Dayforce.	Not Included
HR History, Previously Termed Employees	Import of previous year(s) termed employee's HR history data for Job, Compensation, and Employment Status for employees as provided by Client and meeting Ceridian's conversion file specifications. HR history must be provided at the same time as the Core Conversion data is provided and must be provided for each phase. Ceridian cannot load HR history separately. Years of history is calculated from the date of the first live pay in Dayforce.	Not Included
Earning Statements	Import of prior years' non-reportable earning statement / payslip data for employees as provided by Client and meeting Ceridian's conversion file specifications including running YTD totals for earnings, deductions, taxes, and gross pay. (US and CA only)	Not Included
Garnishment	Import of current employee garnishments for active employees as provided by Client and meeting Ceridian's conversion file specifications. (US and CA only)	Not Included

5. Acknowledgment Regarding Mid Quarter Start for US Payroll

Client acknowledges that a mid quarter start for first US payroll commit is only available if Client meets the qualifying criteria reasonably established by Ceridian. If Client qualifies, Client will be required to provide all additional data which meets Ceridian's conversion specifications. This data includes year to date payroll information accurate to the last complete quarter and current quarter to date payroll information containing Employee and employer taxable wages, wages to limit, and tax detail for each tax category. Client will also be required to provide Employee 12th day counts, weeks worked, hours worked, and other tax related information for the open quarter, as required by Client's state, and in accordance with Ceridian's specifications. Such data is required prior to Go Live Date, on a delivery date reasonably agreed to by the Parties. Client will be fully responsible and liable for any tax variation in any of the tax jurisdictions involved, and will be solely liable for any reconciliation due to any tax violation.



ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
DAYFORCE YEAR 1 SERVICE

CLIENT INFORMATION	
Client Name	
City of Independence	the "Client"

This is the Statement of Work ("SOW") for Dayforce Year 1 Services as contemplated in the Order Form made between Ceridian and Client. Where Dayforce Year 1 Plus Service is purchased, such Service includes everything stated herein with the applicable adjustments, as indicated. Client hereby engages Ceridian to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

1. Services, Responsibilities, and Deliverables

The Services consist of analysis, configuration, and deployment of the work products identified below in support of Client's Subscribed Modules. The Services are to be performed over the period of twelve (12) months from project kickoff, which will take place following Client's transition to Support (if applicable).

(i) In Scope Work: Where reasonably possible, Ceridian will deliver the following:

Activity	Description	Deliverable
Report modification or development	Ceridian will provide a) modification to two (2) Ceridian-delivered reports or b) creation of one (1) new custom report. If creation of a new report is requested, the report format to be delivered will be a column-based or equivalent style report with headings, data, subtotals, and grand totals. Ceridian will develop a supporting Software Requirements Specification document ("SRS") to document proposed report(s). Report requirements definition, configuration, testing, and development effort is not to exceed twenty-four (24) hours annually. Report analysis or development will not be performed during the last three (3) months of the applicable tax year.	SRS Modification of two (2) reports OR creation of one (1) new report.
Form modification or development (only applicable if Dayforce Year 1 Plus is purchased)	Ceridian will provide a) modification to two (2) Ceridian-delivered forms or b) creation of one (1) new custom form leveraging Ceridian's Dayforce form builder. Ceridian will develop a supporting SRS to document proposed form(s). Form requirements definition, configuration, testing, and development effort is not to exceed twenty-four (24) hours. Form analysis or development will not be performed during the last three (3) months of the applicable tax year.	SRS Modification of two (2) forms OR creation of one (1) new form.
Quarterly upgrade strategy and testing review and assistance	Ceridian will provide consulting assistance and best practices guidance around upgrades to Client's Ceridian Dayforce Production and TEST environments. Upgrade strategy and testing review and assistance is not to exceed six (6) hours (for Dayforce Year 1 Plus, not to exceed six (6) hours each quarter).	Create and document recommended upgrade review and testing plan.
Quarterly Entitlement, Payroll, WFM configuration review and assistance (only applicable if Dayforce Year 1 Plus is purchased)	In consultation with Client, Ceridian will identify requested changes to Client's existing Ceridian Entitlement, Payroll or Workforce Management solutions. Ceridian will develop a supporting SRS to document proposed changes. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. New Entitlement, Payroll or Workforce Management configurations are excluded from the Services and will be supported via Ceridian's standard Professional Services process, if requested by Client. Quarterly configuration review and assistance is not to exceed eight (8) hours each quarter.	SRS Configure changes in Client's TEST environment. Migrate changes in Client's PROD environment.
General configuration review and assistance	In consultation with Client, Ceridian will identify requested changes to Client's existing Ceridian solutions. Ceridian will develop a supporting SRS to document proposed changes. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client, Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. General configuration assistance can be used in conjunction with any of the items listed herein or quarterly general configuration assistance can be used for any other configuration changes desired. New configurations are excluded from the Services and will be supported via Ceridian's standard Professional Services process, if requested by Client.	SRS Configure changes in Client's TEST environment. Migrate changes in Client's Production environment.

	General configuration review and assistance is not to exceed thirty-two (32) hours annually.	
Year-End and T4/W-2 Preparation (only applicable if Dayforce Payroll is purchased for the United States and / or Canada; not applicable to Dayforce Managed Services)	In consultation with Client, Ceridian will work with the customer to review the standard, delivered year-end tax reports. Ceridian will assist in advising Client on changes required based on information regarding issues/errors provided in the reports Reports to be reviewed include (as applicable): • T4 reports • Canada Wage and Tax report • W-2 exception report (as applicable) • US Wage and Tax report (as applicable) • 1099 report (as applicable) Ceridian will not be responsible for making any necessary adjustments to the employee records within the scope of these Services. If assistance is required, a Change Request may be required. Year-End and T4/W-2 Preparation is not to exceed eight (8) hours annually.	Review with Client the results from the identified reports and assist client in developing an action plan for remediating potential issues identified.
Year-End and P11d preparation and P60 publishing (only applicable if Dayforce Payroll is purchased for the United Kingdom)	In consultation with Client, Ceridian will work with the customer to review the standard, year-end tax reports. Ceridian will assist in advising Client on changes required based on information regarding issues/errors provided in the reports. P60s cannot be changed. Any updates to Employees' YTDs have to be done within the current tax year. Reports to be reviewed include (as applicable): • P60's • Payroll Summary YTD • P11d (as applicable) Ceridian will not be responsible for making any necessary adjustments to the employee records within the scope of these Services. If assistance is required, a Change Request may be required. Year-End and P60/11d preparation is not to exceed twenty-four (24) hours annually.	Review with Client the results from the identified reports and assist client in developing an action plan for remediating potential issues identified.
Open Enrollment configuration (only applicable if Dayforce Benefits is purchased for the United States and / or Canada)	In consultation with Client, Ceridian will configure, test and deploy Client's upcoming Plan Year Open Enrollment (OE) solution. Ceridian will develop a supporting SRS to document proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. Development of, or modification to, carrier feeds is outside the scope of these Services Ceridian's Open Enrollment configuration and any supplemental carrier feed efforts must begin a minimum of sixty (60) days prior to Client's enrollment period. Open Enrollment and/or carrier feed development will not be performed between the period of October 1 and December 31, inclusive.	SRS Configure changes in Client's TEST environment. Migrate changes in Client's Production environment.
Benefit configuration (only applicable if Dayforce Benefits is purchased for the United Kingdom)	In consultation with Client, Ceridian will configure, test and deploy Client's rate plan updates / create new plans (if applicable). Ceridian will develop a supporting SRS to document proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. Benefits update is not to exceed forty (40) hours annually.	SRS Configure changes in Client's TEST environment. Migrate changes in Client's Production environment.
ACA configuration (only applicable if Dayforce Benefits is purchased for the United States; not applicable to Dayforce Managed Services)	Ceridian will assist Client to configure, test and deploy Client's ACA solution. Ceridian will develop a supporting SRS to document the proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. Client's prior year ACA data must exist within the Dayforce solution. Ceridian will not be responsible for missing, incomplete or incorrect ACA-related data. Loading or validating Client's ACA-related data is excluded.	SRS Configure changes in Client's TEST environment. Migrate changes in Client's Production environment.
Benefits carrier feed configuration (only applicable if Dayforce Benefits is purchased)	Ceridian will provide a) modification to three (3) standard-delivered carrier feeds or b) creation of one (1) new custom carrier feed (if certified).	SRS

for the United States and/or Canada)	If creation of a new custom carrier feed is requested, the report format to be delivered will be a column-based or equivalent style report with headings, data, subtotals, and grand totals. Ceridian will assist Client to configure, test and deploy Client's carrier feed. Ceridian will develop a supporting SRS to document the proposed solution. Upon approval by Client, Ceridian will configure changes in Client's TEST environment and upon approval from Client Ceridian will migrate changes in Client's Production environment. Testing is a Client responsibility. Carrier feed is not to exceed thirty-five (35) hours annually.	Configure changes in Client's TEST environment. Migrate changes in Client's Production Environment.
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(ii) Out of Scope Work: Unless an activity or deliverable is expressly set forth under "(i) In Scope Work" above, it is considered out of scope and will not be provided or performed by Ceridian.

2. Assumptions and Client Duties and Responsibilities

The Fees and estimated timelines are based on the following assumptions:

- Client will provide Ceridian with access to Client team members and stakeholders to support the Services and they will actively participate. Failure to provide Client team members may have adverse impacts upon service deliverables or dates;
- Client will provide access to Client's Ceridian TEST and Production environments;
- The Services are to be performed remotely. If Client requires onsite services, the Parties must agree to same in writing. Client agrees to pay for Ceridian's travel, lodging, meal and associated expenses. Client will provide Ceridian with appropriate meeting space and company property (e.g. projector, white board, etc.) for onsite meetings;
- Personnel assigned to meetings and workshops will actively participate, per the mutually agreed upon schedule;
- Client is responsible for managing their team members and stakeholders activities, deliverables, and dates in support of this SOW;
- Ceridian is not responsible for Client's lack of participation or inaccurate information provided to Ceridian.

Ceridian will not assume any liability for Client's interpretation of applicable law or regulations as a consequence of Ceridian providing the Services specified in this SOW, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Ceridian of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Services. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

3. Fees

(i) Client shall pay to Ceridian the monthly Recurring Fees set forth in the Order Form which will be invoiced and payable monthly in advance, commencing as of project kick off. Notwithstanding anything to the contrary in the Agreement, the Services shall not continue after the end of the twelve (12) month period.

(ii) In addition to the Fees, Client shall reimburse Ceridian for all expenses, if any, (and in accordance with Ceridian's expense policy and approved by Client) incurred in connection with the provision of the Services, including travel, accommodation and meals.



**ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
DAYFORCE INDUSTRY SOLUTIONS SERVICES**

CLIENT INFORMATION	
Client Name	
City of Independence	the "Client"

This is the Statement of Work ("SOW") for Dayforce Industry Solutions as contemplated in the Order Form made between Ceridian and Client. Where Dayforce Industry Solutions are purchased, such Services include everything stated herein with the applicable adjustments, as indicated. Client hereby engages Ceridian to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

1. Services, Responsibilities, and Deliverables

The Services are to be performed on a project basis, with the support and maintenance services continuing throughout the Client's Service Term. For greater certainty, should Client request new or additional Services to the completed Services after the project is complete, Client must execute an additional Order Form to purchase such services.

(i) In Scope Work: The Services include building new rules and / or functionality that will be used in conjunction with the existing Dayforce policies. Ceridian will deliver the following, at the direction of Client:

Component	Description	Scope
Dayforce Union Pay Extension	The Dayforce Union Pay Extension is the configuration of a collection of rules and qualifiers that determine how an employee's pay is to be calculated when time is entered on the timesheet as specified by the Client related to requirements in union contracts and / or local collective bargaining agreements. Additional logic may be included (as documented by the Parties in the Extension Blueprint document) to address other types of pay as directed by the Client including retroactive pay calculations, union reciprocity rules, wage rate comparisons, overtime rules and exceptions, weighted overtime calculations, leave accrual rules and exceptions, fringe calculations and application, tech / flag / step / progression rules, or other union-specified requirements.	Creation of up to 7 union rules and / or qualifiers are included.
Dayforce Variable Pay Extension	The Dayforce Variable Pay Extension is the configuration of a collection of rules and qualifiers that determine how an employee's pay is to be calculated when time is entered on the timesheet as specified by Client's pay policies. Variable pay policies may include (as documented in the Extension Blueprint document) calculations to address piece-rate wage calculations, production pay calculations, complex bonus or commission logic, tips / tokens pooling, tips/tokens sharing, tip-to-minimum wage logic, wage parity logic, etc., as specified by Client.	Creation of 3 policies and / or rules are included.
Dayforce Advanced Data Extension	The Dayforce Advanced Data Extension is the configuration to produce reports, datafiles and / or data input or output interfaces related to the union, prevailing wage, and / or variable pay extensions which are not able to be produced by standard Dayforce reporting tools or APIs. Typical inputs / outputs (as documented in the Extension Blueprint document) include Point of Sale interfaces, ERP interfaces, job cost allocations, salary allocation, leave allocation, grant allocation, union reporting, electronic certified payroll reporting (e.g., LCP Tracker, eMars, Elation, etc.). Input interfaces must be produced by Client and meet formats specified by Ceridian. Outputs will be produced in the format required by Client to the extent supported by Ceridian. It is the responsibility of Client to identify any required data, input and/or output to be configured and to import the results into the third-party platform or application.	Creation of 1 unique input / outputs per month are included.
Support / Maintenance	On-going technical support and maintenance to the configured extensions. Ceridian is not responsible for legal or compliance updates to the rules created by Client as part of the Services set forth in this SOW.	Included

(ii) Client agrees that Ceridian will be the sole and exclusive owner of all Intellectual Property created in connection with the Services set forth in this SOW, including but not limited to any rules or functionality. Such Intellectual Property shall be considered Ceridian Property.

(iii) Out of Scope Work: Unless an activity or deliverable is expressly set forth under "(i) In Scope Work" above, it is considered out of scope and will not be provided or performed by Ceridian.

2. Assumptions and Client Duties and Responsibilities

The Fees and estimated timelines are based on the following assumptions:

- Client will provide Ceridian with access to Client team members and stakeholders to support the Services and they will actively participate. Failure to provide Client team members may have adverse impacts upon service deliverables or dates;
- Client will provide access to Client's Ceridian TEST and Production environments;
- The Services are to be performed remotely. If Client requires onsite services, the Parties must agree to same in writing. Client agrees to pay for Ceridian's travel, lodging, meal and associated expenses. Client will provide Ceridian with appropriate meeting space and company property (e.g. projector, white board, etc.) for onsite meetings;
- Personnel assigned to meetings and workshops will actively participate, per the mutually agreed upon schedule;
- Client is responsible for providing any source data from non-Dayforce platforms or applications to Ceridian in a format acceptable to Ceridian;

- Client is responsible for managing their team members and stakeholders activities, deliverables, and dates in support of this SOW;
- Ceridian is not responsible for Client's lack of participation or inaccurate information provided to Ceridian;
 - Client is familiar with day to day use of the Subscribed Modules (through relevant Ceridian training or equivalent work experience).

Ceridian will not assume any liability for Client's interpretation of applicable law or regulations as a consequence of Ceridian providing the Services specified in this SOW, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Ceridian of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Services. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

3. Fees

- (i) The Fees have been calculated taking into account the work and materials Ceridian has reasonably estimated will be required to deliver the Services. This estimate has been made by Ceridian in good faith based on the information available to Ceridian at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Ceridian which impacts the estimated Fees, the Parties shall mutually agree to necessary changes to the SOW (including to corresponding Fees).
- (ii) Client shall pay to Ceridian the Fees set forth in the Order Form. The Dayforce Industry Solutions Implementation Fee will be invoiced on a time and materials basis (the quantity reflected in the Order Form being an estimate only), billed monthly based on the amount of work completed each month. In the event that Client terminates the Services for any reason whatsoever, Client will be responsible to pay to Ceridian any Fees incurred for hours worked up to the date of termination. The Recurring Fees set forth in the Order Form which will be invoiced and payable in accordance with the payment terms for the Dayforce Subscription Fee.
- (iii) In addition to the Fees, Client shall reimburse Ceridian for all expenses, if any, (and in accordance with Ceridian's expense policy) incurred in connection with the provision of the Services, including travel, accommodation and meals.

The following terms and conditions are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement.

MASTER SERVICES AGREEMENT

1. DEFINITIONS AND INTERPRETATION. As used in this Master Services Agreement:

- 1.1 **"Affiliate(s)"** means a person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise;
- 1.2 **"Agreement"** means this Master Services Agreement and Data Processing Addendum, together with all Order Forms, Statements of Work, Service Particulars, Rate Sheets and other written documents made between Client and Ceridian whether by execution of such document by both Parties or incorporation by reference;
- 1.3 **"Business Day"** means any day of the year other than a Saturday, Sunday or a statutory or public holiday in the Territory(ies), but only to the extent such term refers to a Service being delivered in respect of such Territory;
- 1.4 **"Ceridian"** means the Ceridian entity that has signed the Order Form;
- 1.5 **"Ceridian Contractor"** means any person who is not a Party or an employee of Ceridian, who Ceridian contracts or otherwise engages to assist with or perform any part of the Services;
- 1.6 **"Ceridian Property"** means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentations or other property owned, licensed, leased, produced, designed, created or used by Ceridian as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;
- 1.7 **"Client Data"** means any data of Client supplied by or on behalf of Client to Ceridian hereunder, or any such data created as a result of the processing of such data, including any data contained or embodied in Ceridian Property;
- 1.8 **"Confidential Information"** means any information identified by either Party and/or its Affiliates as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's (and/or an Affiliate's) business, employees, service methods, software, documentation, financial information, prices and product plans;
- 1.9 **"Data Processing Addendum"** means the addendum to this MSA together with all annexes thereto that sets forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement;
- 1.10 **"Effective Date"** has the meaning set forth in Section titled "Term";
- 1.11 **"Fees"** means the fees payable by Client to Ceridian for the Services, as contemplated in Section titled "Fees" below;
- 1.12 **"Go Live Date"** means in respect of a Service, the Go Live Date as defined in the applicable Service Particulars;
- 1.13 **"Including"** and **"Includes"** shall, wherever they appear in the Agreement, be deemed to be followed by the statement "without limitation", and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it;
- 1.14 **"Intellectual Property"** means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;
- 1.15 **"Master Services Agreement"** or **"MSA"** means this master services agreement and any schedules, appendices or other attachments hereto;
- 1.16 **"Materials"** means all materials, documentation, forms, brochures, tip sheets, posters, and online content furnished by Ceridian to Client, and any derivatives thereof;
- 1.17 **"Non-software Services"** means Services which are non-software in nature and have a Recurring Fee as identified on the Order Form;
- 1.18 **"Order Form"** means the applicable order form signed by Client and Ceridian in respect of the Services;
- 1.19 **"Parties"** means collectively Client and Ceridian, and each is a "Party";
- 1.20 **"Rate Sheet"** means the applicable Rate Sheet posted on <https://clientcontractportal.ceridian.com>. Such Rate Sheet items are intended to compensate Ceridian for additional work and/or disbursements as a result of the occurrence of such events (e.g., NSF charge, client stop payment request). Ceridian reserves the right to change the list of items and/or charges on the Rate Sheet from time to time by posting an updated copy on the above site;
- 1.21 **"Sanctions"** means all applicable economic and financial sanctions laws and regulations imposed, administered, and enforced from time to time by (a) the United States government, including those administered by the United States Department of the Treasury's Office of Foreign Assets ("OFAC") or the United States Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, or Canada;
- 1.22 **"Sanctioned Country"** means any country or territory subject to comprehensive Sanctions;
- 1.23 **"Sanctioned Person"** means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) the government of a Sanctioned Country or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons;
- 1.24 **"Service Particulars"** means the applicable Service Particulars for the Services posted on <https://clientcontractportal.ceridian.com> at the time of signing the applicable Order Form;
- 1.25 **"Service Term"** means the term length for a particular Service, as will be expressly set forth in the applicable Order Form;
- 1.26 **"Services"** means, collectively, the services supplied by Ceridian to Client under the Agreement, as such services are more particularly described in the Service Particulars or a Statement of Work, and each is a "Service";
- 1.27 **"Software"** means any software program(s) licensed or provided by Ceridian to Client through which the Service will be provided, as such Software may be more particularly described in the Service Particulars or Statement of Work;

1.29 "Statement of Work or SOW" means the applicable Statement of Work between Client and Ceridian, setting forth in detail the work, services and deliverables to be provided by Ceridian in respect of any professional services work;

1.29 "Subscription Start Date" means (i) in respect of the initial Order Form, the date on which Ceridian has provided a Client-specific production environment to the Client; (ii) in the case of a subsequent Order Form, the date on which Client has access (generally by way of access enablement instructions) to any of the Subscribed Modules and/or Services purchased in such Order Form; and (iii) in the case of Non-software Services, the "Go Live Date";

1.30 "Taxes" means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to Client, but, for certainty excluding Ceridian's taxes for income derived under the Agreement; and

1.31 "Territory" means the territory or territories in respect of which the Services are to be delivered, as identified in the Order Form.

2. SERVICES

2.1 Services. Ceridian shall provide the Service(s) to Client as more particularly set forth in the Service Particulars. Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Ceridian to Ceridian Contractors, including Affiliates of Ceridian. However, regardless of any such subcontract, Ceridian shall remain solely liable for performance of the Services and all of its obligations hereunder.

Affiliates Use. All Services are provided to Client on the strict condition that they are used for Client's own internal business use within the respective Territory or Territories and not for re-sale by Client or for any use by Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by Client's Affiliates provided that:

- 2.1.1 the Services are used by Client and/or its Affiliates only within the respective Territory in which Ceridian has agreed to provide such Service;
- (a) Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of Client;
- 2.1.2 any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by Client as if such loss and damage were incurred by Client, but shall not be actionable by Client's Affiliate directly against Ceridian or any Ceridian Contractor;
- (b) such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of Client herein, and agreed that Ceridian shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to the Agreement;
- 2.1.3 Client shall be liable with the Affiliate for any and all Fees and other charges, arising as a result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and
- (c) as a condition of allowing the Affiliate to access or continue to use the Services, Ceridian may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Ceridian to confirm the Affiliate's agreement to the terms hereof.

2.2 Professional Services. Any work or services to be delivered by Ceridian which are not described in the Service Particulars shall be described in a Statement of Work. The scope of services in a Statement of Work may be amended from time to time upon mutual agreement in writing by the Parties. Ceridian shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services. With respect to such professional Services, Client shall:

- 2.2.1 furnish qualified personnel to work with Ceridian personnel in the execution of each Statement of Work;
- (d) supply adequate resources and information as mutually agreed upon;
- 2.2.2 notify Ceridian in writing of any request for changes to the Statement of Work; and
- (e) review and accept or reject each deliverable within ten (10) Business Days of notification by Ceridian of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a Statement of Work, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in a Statement of Work, each deliverable will be deemed to be accepted by Client on the tenth (10th) Business Day after notification by Ceridian of completion of such work, unless Client has provided Ceridian (within such ten (10) Business Day period) with written notice rejecting such work and specifying the manner in which the deliverable is defective.

3. TERM AND TERMINATION

3.1 Term. This Master Services Agreement will become effective when the Order Form is signed by Client and by Ceridian (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The Service Term for each particular Service shall commence on the Subscription Start Date and continue for the length of the Service Term expressly set forth in the Order Form.

Termination. The Agreement (or at the option of the Party exercising the termination right, only the affected Service) may be terminated as follows:

- 3.1.1 by Ceridian, if Client fails to pay any Fees when due (excluding any Fees disputed in good faith in accordance with Section 4.4 below), and such failure continues for a period of fourteen (14) Business Days after Ceridian provides Client with written notice of such breach and expressly refers to the threat of termination therein;
- (f) by either Party if the other Party fails to materially perform, or is otherwise in default of, any one or more of its material obligations under the Agreement (except failure by Client to pay Fees, when the provisions of the preceding subsection shall prevail), and fails to remedy such failure within thirty (30) days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this subsection, or if such breach is of a nature that it cannot be reasonably remedied within such 30-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach;
- 3.1.2 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against such Party in relation to or with a view to winding-up, dissolution, administration, reorganization (in each case, whether out of court or otherwise) in respect of such Party (or a Client Affiliate receiving Services) or any of its assets, or any analogous procedure or step is taken in any jurisdiction;
- (g) immediately by Ceridian, if Ceridian, in its reasonable opinion, determines Client's use of a Service may violate any applicable anti-corruption, anti-bribery, or anti-money laundering, law or regulation (as further set forth in Section 13.5 below);
- 3.1.3 upon written notice by either Party, if the Service Term for every Service has expired (without being renewed or continuing in accordance with the Service Particulars), or has otherwise been terminated as permitted in accordance with the terms of the Agreement; or
- (h) upon written notice by Client, and upon payment by Client of any applicable early termination fee in accordance with the Service Particulars.

4. FEES AND PAYMENT

4.1 Fees. Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Order Form, SOW, Service Particulars and/or Rate Sheet. Any Taxes imposed on any transactions between Client and Ceridian contemplated under the Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the required tax registration numbers, and paid by the Party at the same time as the Party pays the amount in respect of which such Taxes are payable. All Fees (and applicable Taxes) for Services provided within the Territory(ies) are the sole responsibility of Client and will be invoiced to, and payable by, a single local Client entity located in such Territory (where Services are provided in more than one Territory, all Fees and applicable Taxes will be collectively invoiced). However, in the event that Services are invoiced to a Client entity from a Ceridian entity outside of the Territory in which Client entity receiving such Services is located, Client entity shall remit payment to the Ceridian entity issuing the invoice and shall be solely responsible to self-assess for all Taxes relating to such Services to the extent such Taxes are not paid to Ceridian. In addition, neither Party shall exercise the right of set-off against any Fees. If Client is entitled to a tax exemption authorized by the applicable tax authorities in the applicable Territory(ies), Client will provide the required documentation to Ceridian, within the specified timeframe, in order for such tax exemption to be applied to invoices. Additionally, as permitted by applicable law, Client will honor a valid exemption certificate provided by Ceridian or other mandated document evidencing Ceridian's exemption from or reduction of withholding tax, as authorized or required by applicable law and work with Ceridian to obtain any

relevant documentation evidencing the foregoing, prior to payment. Client shall provide Ceridian with documentation evidencing any tax withholdings paid to the applicable tax authority.

4.2 Expenses. Client shall, in addition to all Fees, reimburse Ceridian for all reasonable travel, accommodation and meal expenses (in accordance with Ceridian's then current expense policy) incurred in connection with the implementation and provision of the Services. Ceridian will advise Client prior to incurring such expenses and obtain Client's prior approval for same. Travel and subsistence will be charged from the location from which the respective Ceridian employee performing the work is based, to the required place of work, and Ceridian will endeavor to direct staff for most appropriate use of skills and economy of expense.

4.3 Late Fees. Ceridian may charge a late payment fee in the amount of 1% per month for late payments made by Client. Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If Client fails to comply with any of the terms of payment for more than fourteen (14) Business Days after receipt of a written demand for payment (excluding any Fees disputed in good faith in accordance with Section 4.4 below)), Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

4.4 Good Faith Dispute. In the event of a good faith dispute with respect to any Fees, the payment due date (as it relates to the disputed amount) will not be calculated until the disputed amount has been settled to the satisfaction of both parties, acting reasonably, provided that the Client has given Ceridian written notice of the disputed amount (and the reasons for such dispute)

4.5 Currency. All amounts payable under the Agreement are payable in the currency stated in the relevant Order Form and shall be remitted to Ceridian in that currency.

5. CONFIDENTIALITY AND PRIVACY

5.1 Non-Disclosure. Neither Party shall disclose Confidential Information of the other Party except as permitted in accordance with the terms of the Agreement. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer Client's Confidential Information to a governmental agency or other third party to the extent strictly necessary for Ceridian to perform its obligations under the Agreement or if Client has given Ceridian written authorization to do so.

5.2 Compliance. Each Party agrees to comply with the Data Processing Addendum.

5.3 Injunctive Relief. The receiving Party acknowledges and agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the disclosing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, in the event of such breach, the disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the receiving Party and/or its agents, representatives and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the disclosing Party.

6. INTELLECTUAL PROPERTY

6.1 Ownership of Intellectual Property. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under the Agreement. As between the Parties and vis à vis any third party, Ceridian is and shall remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter, and Client is and shall remain the sole and exclusive owner of Client Data and any and all components thereof. Forthwith upon the expiration or termination of the Agreement or a particular Service, as the case may be, each Party shall forthwith return to the other Party, all such property in its possession or control relating to Agreement or terminated Service, as the case may be.

6.2 Right of Use. Ceridian hereby grants to Client, starting on the Effective Date and continuing for so long as required for a Service, the right to access and use the Software and such other Ceridian Property as may be required for Client to receive and use the Services internally within the Territory, subject to and in accordance with the following terms:

6.2.1 the Software and Ceridian Property is provided solely for the purpose of enabling Client to receive and use the Services, and without limitation, Client shall not use it in any manner that would be illegal, offensive or damaging to Ceridian or any third party;

(i) Client shall not assign, transfer, sublicense, charge or otherwise deal in, encumber or make available to any third party the Software or Ceridian Property, and any attempt to do so shall be null and void and shall constitute a material breach of the Agreement;

6.2.2 Client is responsible for all activities that occur in the accounts of its employees and agents, and for compliance by such parties with the Agreement, and shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, as well as notify Ceridian promptly of any such unauthorized access or use;

(j) to the extent the Software or Ceridian Property is licensed to, or otherwise in the possession or under the control of, Client, then Client agrees not to modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information or create any applications or any derivative works thereof.

6.3 Indemnity for Infringement. Ceridian will indemnify and hold Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Ceridian violate any third party's patent, trade secret or copyright, except to the extent that such claims arise from Client's modification of the Services or Intellectual Property or from Client's use of such Services in excess of the provisions set out in this Section 6 (including the use by the Client or its Affiliates out of the Territory). However, Ceridian's liability hereunder shall be conditional upon Client providing Ceridian with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Ceridian's opinion is likely to occur, Client agrees to permit Ceridian, at its option and expense, either to procure for Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Ceridian may immediately terminate its obligations (and Client's rights) under the Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Ceridian is not able to provide the Service without such Intellectual Property).

7. DISCLAIMER OF IMPLIED TERMS

7.1 The express and limited terms, representations and warranties provided in the Agreement (including in the Software Functionality and Global Use Guide, when applicable) comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to Client by Ceridian pursuant to or in relation to the Agreement. Any further or other warranties or conditions, whether express or implied, contractual or statutory, including any implied warranties or merchantability or fitness for a particular purpose, are expressly excluded to the extent permitted by law.

8. LIMITATIONS OF REMEDIES

8.1 Limitation of Liability. To the maximum extent permitted by applicable law, Client agrees that Ceridian's total maximum aggregate cumulative liability (including that of Ceridian's Affiliates and Ceridian Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the "Aggrieved Parties") for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the "Claims") in relation to or arising under the Agreement (whether for breach of contract, strict or

statutory remedy, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the total amount paid by the Client (and any Affiliates) under the Agreement during the 12 months immediately preceding the loss. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Ceridian, any Ceridian Affiliate and Ceridian Contractor. However, the above limitation of liability shall not apply to Claims relating to the following:

- 8.1.1 death or personal injury resulting from that Party's negligence;
- (k) that party's fraud, statements made fraudulently or willful misconduct;
- 8.1.2 any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and
- (l) any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

8.2 Damages Disclaimer. To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in the Agreement, neither Party nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under the Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.

9. CHANGES TO LEGISLATION

9.1 In the event of a change to any applicable law or regulation affecting the Services, Ceridian may make changes to the Agreement as are reasonably necessary to address such changes, with thirty (30) days' prior written notice to Client. If, upon notification of the change, Client elects not to continue the Services, then notwithstanding anything to the contrary in the Agreement, Client may terminate the Agreement upon thirty (30) days' prior written notice without penalty or cancellation fees.

10. NOTICES

10.1 All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to Client at the address set forth on the Order Form, and to Ceridian to the attention and address of Client's account representative (if any) or to the local Ceridian service center or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.

11. FORCE MAJEURE

11.1 Neither Party nor their respective Affiliates (nor Ceridian Contractor) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.

12. BUSINESS CONTINUITY PLAN

12.1 Ceridian covenants, represents and warrants that it has developed, and will keep current a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Ceridian's operations and timely delivery of the Services.

13. GENERAL PROVISIONS

13.1 The Agreement and the Parties' rights and obligations shall be governed by the laws of the state of Missouri.

13.2 Either Party may assign its rights and obligations under the Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership, limited liability company, joint venture or other similar legal entity, of which at least 50% of the equity interests are owned directly or indirectly by the assigning Party or any parent entity, but no such assignment shall release the assigning Party, and such Affiliate or successor entity shall be jointly and severally liable under the Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation, divestiture or sale, provided that the proposed successor entity is not a primary competitor of the other Party. Further, Ceridian may without the consent of Client and without regard to any other limitations set forth in the Agreement, grant a security interest in this Agreement to a Ceridian lender, provided that such grant of security in no way affects or derogates from any of Client's rights under this Agreement. Any other transfer or assignment of the Agreement or any rights hereunder requires the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon request of the non-assigning Party, any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under the Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.

13.3 In the case of any conflict between the main body of the Agreement which are applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in the Service Particulars, Order Form or Statement of Work, the terms of the Service Particulars, Order Form or Statement of Work shall govern, but only with respect to the particular Services and/or Territory to which the Service Particulars, Order Form or Statement of Work relates.

13.4 Client represents and warrants to Ceridian that Client is not a Sanctioned Person, and in connection with all activities conducted pursuant to or in connection with the Agreement, Client will comply with all applicable Sanctions. Without limiting the foregoing, Client represents and warrants that it will not request Services from Ceridian that relate, directly or indirectly, to transactions, dealings, or relationships with or involving a Sanctioned Person, and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to Ceridian for review and Ceridian, in its sole discretion, specifically approves the activity.

13.5 Client is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Services and Software, and agrees to comply with such laws, regulations and other legal requirements including applicable (i) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010 and (ii) anti-money laundering laws or regulations. Ceridian reserves the right, at any time and without notice, to suspend any Service that Ceridian, in its reasonable opinion, determines Client's use of which may violate applicable law or regulation.

13.6 Client is solely responsible for the accuracy and completeness of all records and information furnished to Ceridian. In no event will Ceridian be responsible for any errors or matters existing prior to the Go Live Date, and any entries made by Client into the system thereafter, and Ceridian shall be entitled to rely solely on the information, authorizations, representations and warranties provided by Client pursuant to the Service Particulars. Ceridian is not obligated to commence providing Services until receipt from Client of all information reasonably required to be received from Client to provide the Services. Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to Client's business or employees that Ceridian produces in response to a Client request or court order. Ceridian may dispose of Client's records and data in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in this Master Services Agreement).

13.7 No delay or indulgence by either Party at any time, to enforce any of the provisions of the Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

13.8 The Parties have expressly requested that the Agreement be drawn up in the English language.

13.9 Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.10 Headings in the Agreement are for ease of reference only and will not affect its interpretation.

13.11 If more than one entity has signed the Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend the Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (i) the amendment or change to the Services shall only apply in respect of such entity(ies), and (ii) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.

13.12 Notwithstanding the legal entity that has signed the Order Form on behalf of Ceridian, the Parties acknowledge and agree that, where applicable, Services will be provided by the local Ceridian Affiliate operating in the applicable Territory (and will be billed directly from same).

13.13 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to the Agreement must be in writing and signed by authorized representatives of both Parties.

Client hereby consents to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies.



DATA PROCESSING ADDENDUM

This Data Processing Addendum set forth the terms and conditions pursuant to which Personal Data will be transferred and processed in the framework of the Agreement.

DEFINITIONS

For the purposes of this Data Processing Addendum, capitalized terms used shall have the following meanings:

"Authentication Credentials"	means the mechanism/tool used to prove a person's identity, such as passwords and access tokens.
"Controller"	means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.
"Data Protection Legislation"	means the applicable Laws of any country with regard to the protection of Personal Data relating to the Services, as amended or replaced from time to time.
"Data Subject"	means an identified or identifiable natural person to whom the Personal Data relates. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. The relevant categories of Data Subjects are identified in <u>ANNEX 1</u> .
"GDPR"	means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (iii) any national data protection Laws made under (i) or (ii), in each case as applicable and as may be superseded, amended or replaced from time to time.
"Law(s)"	means all laws or statutes of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.
"Personal Data"	means any information relating to a Data Subject provided by the Data Subject, Client, or a third party on either of their behalf in connection with the Services. The relevant categories of Personal Data covered by this Data Processing Addendum are identified in <u>ANNEX 1</u> .
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in connection with the provisioning of the Services.
"Processing", "Process(es)" or "Processed"	means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
"Processor"	means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.
"Restricted Transfer"	means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where Swiss Data Protection Legislation applies, a transfer of personal data from Switzerland to any other country which is not subject to an adequacy determination by the Swiss Federal Data Protection and Information Commissioner.
"Standard Contractual Clauses"	means (i) where the EU GDPR or Swiss Data Protection Legislation applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"), in the form posted on https://clientcontractportal.ceridian.com , as updated from time to time.
"Sub-processor"	means an entity (including any Ceridian Affiliate) engaged by Ceridian who undertakes to receive Personal Data intended for Processing pursuant to Article 7 hereof.

ARTICLE 1 INTERPRETATION

1.1 This Data Processing Addendum forms an integral part of the Agreement. The provisions of the Agreement therefore apply to this Data Processing Addendum. All capitalized terms not defined in this Data Processing Addendum will have the meaning set forth in the Agreement.

ARTICLE 2 SPECIFICATION OF THE DATA PROCESSING

2.1 Ceridian and Client each hereby represent that they will Process Personal Data relating to the Services in accordance with the obligations imposed upon them respectively under Data Protection Legislation. However, Ceridian is not responsible for determining the requirements of or compliance with any Data Protection Legislation or other Laws applicable to Client or Client's industry that are not generally applicable to Ceridian as a service provider.

2.2 Ceridian acknowledges that it is receiving Personal Data in connection with the performance of Services it provides under the Agreement. Ceridian shall Process Personal Data as per Client's written instructions as set forth in the Agreement, and the Client's use and configuration of features of the Services. Ceridian

acknowledges that the nature, purpose, subject matter, and duration of the Processing, and the type of Personal Data and categories of Data Subjects whose Personal Data will be delivered to Ceridian for Processing under the Agreement, are determined by the Client and shall be as set out in **ANNEX 1**. Client hereby gives Ceridian permission to use, transfer and Process such Personal Data as set forth in this Data Processing Addendum. As applicable under Data Protection Legislation, Ceridian shall immediately inform the Client if, in its opinion, any of Client's instructions violate Data Protection Legislation.

2.3 Ceridian shall use commercially reasonable efforts to cooperate with and assist Client for the fulfilment of Client's obligations under applicable Data Protection Legislation with respect to responding to requests of Data Subjects, Personal Data Breach notifications, and requests for audit or investigation from enforcement authorities.

ARTICLE 3 EXERCISE OF PERSONAL DATA RIGHTS

3.1 Where Personal Data is not made available through self-service access to Client or Client's employees, Ceridian will, without undue delay and in accordance with any time period specified under the applicable Data Protection Legislation either: (a) provide Client, in its role of Controller, with the direct ability through Ceridian's platform to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their Personal Data; or (b) otherwise provide assistance to Client to access, correct, delete or otherwise fulfil requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their the Personal Data. in accordance with the instructions of Client and insofar as this is possible. The Client acknowledges and agrees that in the event such cooperation and assistance require additional resources on the part of Ceridian, such effort will be chargeable at a fee as mutually agreed to by the Parties acting reasonably.

ARTICLE 4 DISCLOSURE

4.1 Ceridian will not disclose Personal Data to any third party, except (a) as Client directs, (b) as stipulated in the Agreement, (c) as required for Processing by Sub-processors in accordance with Article 7, or (d) as required by applicable Law.

4.2 Ceridian shall inform the persons acting on its behalf and having access to Personal Data about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations to maintain the security and confidentiality of Personal Data in accordance with provisions appropriate to the sensitivity of the Personal Data. For the avoidance of doubt, such security and confidentiality measures shall provide a generally equivalent level of protection as set forth in the Agreement, including this Data Protection Addendum.

ARTICLE 5 DELETION AND RETURN OF PERSONAL DATA

5.1 Client Data:

- (a) Upon termination of the Agreement, Ceridian shall delete Personal Data on its systems as soon as reasonably and technologically practicable unless otherwise instructed by Client prior to the effective date of termination or as otherwise required by applicable Law. The Client will be solely responsible for ensuring that it has the necessary copies of all Personal Data during the Service Term and thereafter.
- (b) Where Client requests that Ceridian block, delete and/or return Personal Data (the costs attached to such request are at Client's expense), Client understands, acknowledges, and agrees that it can affect Ceridian's ability to perform the Services as a result of Ceridian complying with such request. As such, Ceridian shall not have any liability for breach of performance or any losses incurred by Client arising from or in connection with Ceridian's inability to perform the Services in accordance with the Agreement as consequence of Ceridian fulfilling Client's request.
- (c) Ceridian is not responsible for compliance with Client's data retention requirements.

ARTICLE 6 LOCATION OF PROCESSING

6.1 Personal Data that Ceridian processes on Client's behalf may be Processed in any country in which Ceridian and its authorized Sub-Processors operate to perform the Services and Client authorizes Ceridian to perform any such transfer of Personal Data to any such country and to Process Personal Data in such country in relation to the provision of the Services. Any transfer from one territorial jurisdiction to another territorial jurisdiction (the EU constituting one single jurisdiction for the purpose of this Article) will only be undertaken in compliance with the applicable Data Protection Legislation, such as the execution of an additional data transfer addendum, as required.

6.2 When the transfer of Personal Data from Client (or any of its Affiliates) to Ceridian is a Restricted Transfer, then the Standard Contractual Clauses shall be deemed incorporated into this Agreement and will apply to such transfer. The Standard Contractual Clauses are available at <https://clientcontractportal.ceridian.com>.

ARTICLE 7 USE OF SUB-PROCESSORS

7.1 Client acknowledges and expressly agrees that Ceridian may transfer Personal Data to Sub-processors for the provision of the Services and is granted a general authorization to engage Sub-processors provided such transfer is done in accordance with the terms of this Article 7.

7.2 Ceridian will enter into written agreements with any such Sub-processor which contain no less onerous data protection obligations as this Data Processing Addendum. Sub-processor written agreements will permit Sub-processors to obtain Personal Data only to deliver the services Ceridian has entrusted them with and will prohibit Sub-processors from using such Personal Data for any other purpose.

7.3 Where required by applicable Data Protection Legislation, Ceridian will make available a list of Sub-processors which shall be posted on the customer due diligence portal (<https://duediligence.ceridian.com>).

7.4 Where required by Data Protection Legislation, Ceridian will provide prior notice to inform Client about changes relating to the Sub-processors and in addition:

- (a) If Client reasonably objects to the Processing of Personal Data by one or more Sub-processors, then Client shall notify Ceridian in writing (including e-mail) within fifteen (15) Business Days after receipt of Ceridian's notice.
- (b) In the event Client reasonably objects to a Sub-processor, Ceridian shall as soon as is reasonably practicable take reasonably necessary steps to evaluate, investigate and address Client's concerns, including conducting further due diligence of the Sub-processor if necessary, and provide Client with a report detailing the actions taken to correct or mitigate such concerns and/or a remediation plan. If Ceridian and Client cannot mutually agree on the plan to mitigate the concerns, Ceridian may identify an alternative preferred Sub-processor, and the Parties shall meet in good faith to determine the feasibility of Ceridian engaging such Sub-processor to provide the Services, the timeframe required to source and deploy the Sub-processor, and any resulting additional fees which may be applicable. However, if the Parties are unable to agree to same within six (6) months, Client may terminate the relevant part of the Agreement regarding those Services which cannot be provided by Ceridian without the use of the Sub-processor concerned as its sole and absolute remedy.

ARTICLE 8 TECHNICAL AND ORGANIZATIONAL MEASURES

8.1 Ceridian has implemented and will maintain a security program that implements technical and organizational measures (taking into account state of the art and cost of implementation) appropriate to the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, in order to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction.

8.2 The technical and organizational measures addressed by Ceridian's security program are described in **ANNEX 2** of this Data Processing Addendum. Ceridian may adapt such measures from time to time, for example, as a result of the development of regulations, technology and other industry considerations.

8.3 During the term of this Data Processing Addendum, Client may request Ceridian to provide Client within a reasonable period of time with an updated description of the implemented technical and organizational protection measures.

ARTICLE 9 PRIVACY AND DATA PROTECTION REPRESENTATIVE

9.1 Ceridian has appointed an individual responsible for privacy and data protection matters. The appointed person can be reached at Privacy@Ceridian.com

ARTICLE 10 PERSONAL DATA BREACH

10.1 In the event of a Personal Data Breach of Client's Personal Data Processed by Ceridian or its Sub-processors, and irrespective of its cause, Ceridian shall notify Client without undue delay after having become aware of such Personal Data Breach.

10.2 Client must notify Ceridian promptly, upon becoming aware, about any possible misuse of its accounts or Authentication Credentials or any security issue related to its use of the Services.

10.3 The Party responsible for the Personal Data Breach shall without undue delay further investigate the Personal Data Breach and shall keep the other Party informed of the progress of the investigation and take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.

10.4 A Party's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

10.5 Upon becoming aware of a Personal Data Breach, Ceridian shall inform Client without undue delay.

ARTICLE 11 DATA PROTECTION IMPACT ASSESSMENTS

11.1 Where Client is obligated by applicable Data Protection Legislation to execute a data protection impact assessment ("DPIA"), Ceridian shall provide reasonable cooperation and assistance to Client for the execution of the DPIA to allow Client to comply with its obligations (including any obligation to consult with competent data protection authorities). Ceridian shall be entitled to invoice Client on a time and material basis at the Ceridian's then current rates for any time expended for any such assistance.

ARTICLE 12 CLIENT RESPONSIBILITIES

12.1 Client shall comply with Data Protection Legislation as well as any other Laws applicable to Client or Client's industry. If compliance with any such specific Laws requires any actions with regard to data protection on the part of Ceridian in addition to the obligations set forth in this Data Processing Addendum, such actions will only be taken upon mutual agreement between the Parties. For the avoidance of doubt, where agreed by the Parties, Ceridian will use commercially reasonable efforts to accommodate additional requirements. In any event, Client will provide reasonable advance notice of the required actions, cooperate fully with Ceridian in respect thereof and compensate Ceridian for any such efforts that require additional services or investment or modifications in the Services, as agreed in advance by the Parties.

12.2 Client represents and warrants that, where it provides any Personal Data to Ceridian for Processing by Ceridian:

- (a) it has duly informed the relevant Data Subjects of their rights and obligations, and in particular has informed them of the possibility of Ceridian Processing their Personal Data on Client's behalf and in accordance with its instructions;
- (b) it has complied with all applicable Data Protection Legislation in the collection and provision to Ceridian of such Personal Data and has taken all necessary steps to ensure that Ceridian can Process such Personal Data, including by obtaining the Data Subjects' consent, if required; and
- (c) the Processing of such Personal Data in accordance with the instructions of the Controller is lawful.

12.3 Client shall take reasonable steps to keep Personal Data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected.

12.4 If a Data Subject contacts Ceridian directly in order to exercise his or her individual rights such as requesting a copy, correction or deletion of his or her data or wanting to restrict or object to the Processing activities, Ceridian will promptly direct such Data Subject to Client. In support of the above, Ceridian may provide Client's basic contact information to the requestor, and, to the extent disclosed by the Data Subject, Data Subject's basic contact information and a summary of the request to Client. Client shall inform Data Subjects that they may exercise these rights solely vis-à-vis Client. Client agrees to answer to and comply with any such request of a Data Subject in accordance with applicable Data Protection Legislation.

12.5 With regard to components that Client provides or controls, including but not limited to workstations connecting to Ceridian Services, data transfer mechanisms used, and credentials issued to Client personnel, Client shall implement and maintain the required technical and organizational measures for data protection.

ARTICLE 13 NOTIFICATIONS

13.1 Unless legally prohibited from doing so, Ceridian shall promptly notify Client if it or any of its Sub-processors, with regard to Client's Personal Data:

- (a) receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
- (b) intends to disclose Personal Data to any competent public authority outside the scope of the Services of the Agreement. At the request of Client, Ceridian shall provide a copy of the documents delivered to the competent authority to Client.

13.2 Any notification under this Data Processing Addendum, including a Personal Data Breach notification, will be delivered to one or more of Client's contact persons via e-mail. Upon request of Client, Ceridian shall provide Client with an overview of the contact information of the registered Client's contact persons. It is Client's sole responsibility to timely report any changes in contact information and to ensure Client's contact persons maintain accurate contact information.

13.3 If either Party is subject to an inquiry by a data protection authority, regulator or agency, the scope of which includes operations or information within the other Party's control, each Party agrees to provide reasonable cooperation to the other Party.

ARTICLE 14 AUDIT & COMPLIANCE

14.1 In addition to Ceridian's obligations in [Article 8](#), where required by applicable Data Protection Legislation, Ceridian will assist Client in demonstrating compliance with this Data Protection Addendum by making available upon request of Client information reasonably necessary to demonstrate such compliance.

14.2 Where required by applicable Data Protection Legislation, or where a competent data protection authority requires this under applicable Data Protection Legislation, Client may, upon thirty (30) calendar days' prior written notice (or such shorter timeframe imposed by the competent data protection authority), at its own expense, instruct acknowledged audit professionals to conduct an audit of Ceridian's compliance with applicable Data Protection Legislation no more than once every twelve (12) months provided that such audit inquiries shall not unreasonably impact in an adverse manner Ceridian's regular operations and do not prove to be incompatible with the applicable Data Protection Legislation or with the instructions of a competent authority. In the case of a material Personal Data Breach established to be caused by Ceridian, the twelve (12) month interval shall not apply.

14.3 Before the commencement of any such audit inquiries, Client and Ceridian shall mutually agree upon the scope, timing and duration of the audit.

14.4 Client shall promptly notify Ceridian with information regarding any non-compliance discovered during the course of additional audit inquiries. Client agrees to provide Ceridian with a draft of the audit report for review. Ceridian is entitled to propose any amendments and add management comments to this draft before Client establishes the final version.

14.5 During such audit, Ceridian shall provide reasonable cooperation and assistance to the auditors. Ceridian shall be entitled to invoice Client, as mutually agreed between the Parties in advance, on a time and material basis at Ceridian's then current rates for any time expended for any such audit inquiries. Client shall not be entitled to claim compensation for any kind of audit expenses incurred by Client.

14.6 The Ceridian audit report, any other information to which Client or the aforementioned audit professionals have access pursuant to any audit activities, as well as an attestation of the implementation of the technical and organizational measures to protect Personal Data will be considered Ceridian Confidential Information.

ARTICLE 15 TERM AND TERMINATION

15.1 This Data Processing Addendum is effective once incorporated into the Agreement in accordance with the MSA to the Agreement, and remains in force until Processing of Personal Data by Ceridian is no longer required (a) in the framework of or pursuant to the Agreement or (b) for a period after termination of the Agreement or the relevant Services for any reason whatsoever, in accordance with Client's explicit instructions or other legally permissible basis.

ARTICLE 16 APPLICABLE LAW

16.1 This Data Processing Addendum and any rights and obligations arising out of it shall be interpreted according to and governed by the law governing the Agreement.

ANNEXES

1. Details of the Personal Data Processing
2. Technical and Organizational measures

ANNEX 1: DETAILS OF THE PERSONAL DATA PROCESSING

ARTICLE 1 CATEGORIES OF DATA SUBJECTS

Present and former job candidates, employees, contractors, agents and other collaborators of Client, as well as third parties who are appointed by the aforementioned persons as family members or contact persons.

ARTICLE 2 DURATION OF PROCESSING

The Personal Data shall be processed for the duration of this Agreement.

ARTICLE 3 CATEGORIES OF PERSONAL DATA

The Personal Data transferred concerns all relevant information that is required to deliver the requested Services, which may include (a subset of) the following categories of data:

- (a) Personal details such as name, birth date, etc.
- (b) Contact details such as address, e-mail address, telephone number, etc.
- (c) Marital status and information on partner and children
- (d) Payment details, including bank account number
- (e) Employee number
- (f) Job (description)
- (g) Employee contract data including but not limited to gross salary, compensations and other employee benefits
- (h) Social security number (if required for government declarations), or equivalent
- (i) Time registration and absence information
- (j) Qualifications, including CV and references
- (k) Information regarding education, training, etc. the Data Subject has received or will follow
- (l) Information regarding personal development and evaluations
- (m) Authentication Credentials to use the Services, such as username, IP address, PC Name, etc.
- (n) Activities performed by Client users in their use of the Services
- (o) Any other category of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.

Client's data fields can be partly configured as part of the implementation of the Services or as otherwise permitted within the scope of the Services and may include additional categories of personal data.

ARTICLE 4 PURPOSES OF PROCESSING OF PERSONAL DATA

Personal Data will be processed for the following purposes:

- (a) Performance of the Services including but not limited to:
 - (i) Talent acquisition
 - (ii) Employee HR administration
 - (iii) Payroll and employee benefits administration
 - (iv) Management of employee development and training plans
 - (v) Personal development and performance evaluation of employees
 - (vi) Workforce planning and organization
- (b) Compliance with Data Protection Legislation and information security requirements
- (c) Any other purpose of Processing of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Agreement.
- (d) Ceridian may de-identify Personal Data and use De-identified Data (as defined below), in aggregation with others', for the purpose of creating/improving the Services, products and software provided by Ceridian, trend analysis and benchmarks, and performing machine learning tasks such as sentiment analysis. De-identified Data may be utilized to deliver insights and provide analysis to third parties. De-identified Data will not be used to build household or consumer profiles. "De-identified Data" as used herein means data, whether used alone or in combination with other information, that does not allow an individual to be identified and is not capable of being reversed engineered. Ceridian represents that it implements technical safeguards that prohibit re-identification of Data Subjects to whom the data may pertain, business rules that specifically prohibit such re-identification, and business processes and technical safeguards that prevent inadvertent release of De-identified Data. Ceridian represents that it makes no attempt to re-identify De-identified Data.

ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
Information Security Policy and Organization of Information Security	Ownership for Security and Data Protection. Ceridian has appointed an Information Security Officer responsible for coordinating and monitoring the security rules and procedures as well as data protection compliance. Security Roles and Responsibilities. Security responsibilities of Ceridian co-workers are formally documented and published in security and privacy policies. Risk Management Program. Ceridian executes periodical risk assessments of the implemented security controls.
Human Resources Security	Confidentiality obligations. Ceridian co-workers are subject to written confidentiality obligations Security and privacy training. Ceridian informs its co-workers about relevant security measures to protect Personal Data. Termination. Ceridian ensures according to formal security administration procedures that access rights are timely revoked upon termination.
Asset Management	Asset Inventory. Ceridian maintains an inventory of all computing equipment and media used. Access to the inventories is restricted to authorized Ceridian personnel. Asset Handling - Personal Data on portable devices are encrypted. - Ceridian has procedures for securely disposing of media and printed materials that contain confidential data.
Cryptography	Encryption of Personal Data is performed according to formal processes and encryption standards. Encryption mechanisms follow the highest standards available, only using strong ciphers.
Physical and Environmental Security	Physical Access to Facilities. - Ceridian limits access to facilities where Personal Data are processed to identified and authorized individuals. - Physical access to data centers is only granted following a formal authorization procedure and access rights are reviewed periodically Protection from Disruptions. Ceridian uses a variety of industry standard systems to protect its data centers against loss of data due to power supply failure, fire and other natural hazards.
Access Control	Access Policy. Ceridian enforces an access control policy based on least privileges principles. Access Authorization - Ceridian has implemented and maintains an authorization management system that controls access to systems containing Personal Data. - Every individual accessing systems containing Personal Data has a separate, unique identifier/username. - Ceridian restricts access to Personal Data to those individuals who require such access to perform their job function. Authentication - Ceridian uses industry standard practices to identify and authenticate Users who attempt to access Ceridian network or information systems, including strong authentication. - Where Authentication Credentials are based on passwords, Ceridian requires that the passwords are at least eight characters long and sufficiently complex. - De-activated or expired identifiers/usernames are not granted to other individuals. - Accounts will be locked out in case of repeated attempts to gain access to the information system using an invalid password. - Ceridian maintains practices designed to ensure the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. Network access. Ceridian maintains control measures (e.g. firewalls, security appliances, network segmentation) to provide reasonable assurance that access from and to its networks is appropriately controlled.

ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
Operations Security	Data Recovery Procedures - On an ongoing basis, but in no case less frequently than once a day (unless no data has been updated during that period), Ceridian maintains backup copies of Personal Data for recovery purposes. - Ceridian stores copies of Personal Data and data recovery procedures in a different place from where the primary computer equipment processing the Personal Data is located. Malicious Software. Ceridian maintains anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data. Security updates. Security patches are installed following a documented security patch management process. Event Logging. Ceridian logs access and use of its information systems containing Personal Data, registering the access ID, time and relevant activity.
Communications Security	Network Segregation. Ceridian has implemented a network segmentation policy and controls to avoid individuals gaining access to communication and systems for which they have not been authorized. Transfer outside own network. Ceridian encrypts, or provides the mechanisms to Client to encrypt, Client information that is transferred across public networks. Information Transfer. Any transfer of Personal Data to third parties is only performed when authorized and following the execution of a formal written non-disclosure agreement.
System Acquisition, Development & Maintenance	Security Requirements. Requirements for protecting data and systems are analyzed and specified. Change Control. Ceridian has implemented a formal change management process to ensure changes to operational systems and applications are performed in a controlled way.
Supplier Relationships	Supplier Selection. Ceridian maintains a selection process by which it evaluates the security and privacy practices of a subcontractor with regard to data handling. Contractual Obligations. Suppliers with access to Personal Data are subject to data protection and security obligations and these are formally integrated into supplier contracts.
Information Security Incident Management	Incident response. Ceridian maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported. Incident notification. For each security breach that impact the confidentiality or integrity of Personal Data, notification by Ceridian will be made without unreasonable delay.
Business Continuity Management	Disaster Recovery. Ceridian maintains a disaster recovery program (DRP). Redundancy. Ceridian's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its last-replicated state from before the time it was lost or destroyed.
Compliance	Security Reviews. Information security controls are independently audited and reported to management on a periodical basis.

CERIDIAN

The following Service Particulars are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement and are applicable to all Dayforce clients (which are clients who have purchased a Dayforce bundle as stated on the Order Form).

SERVICE PARTICULARS DAYFORCE GENERAL TERMS

1. CAPITALIZED AND DEFINED TERMS

1.1 All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA).

1.2 As used herein:

1.2.1 “*Annual Inflation Index*” means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory;

1.2.2 “*Business Hours*” means Ceridian’s regular business support hours on each Business Day;

1.2.3 “*Core Module*” means Dayforce Core, Dayforce Payroll, Dayforce Benefits Essential, or Dayforce Time and Attendance;

1.2.4 “*Delivery Assurance SOW*” means the Statement of Work detailing the Delivery Assurance Services;

1.2.5 “*Documentation*” means all documentation relating to the Software, whether in machine-readable or printed form, provided by Ceridian to Client, including any updates, revisions, new versions, and supplements to the Documentation;

1.2.6 “*Early Termination Fee*” has the meaning set forth in the Section titled “Early Termination Fee”;

1.2.7 “*Go Live Date*” means in respect of the initial Order Form, the date on which a Core Module has been configured for use by Client; in the case of a subsequent Order Form, the date on which a Core Module has been configured for use by Client, or if a Core Module is not in scope, the date on which Client has access to any of the Subscribed Modules and/or Services purchased in such Order Form;

1.2.8 “*Implementation Services*” means the implementation Services and/or deliverables to be provided in respect of the Subscribed Modules and Services, as described in the applicable Implementation SOW;

1.2.9 “*Implementation SOW*” means the Statement of Work detailing the Implementation Services provided by Ceridian;

1.2.10 “*Minimum Monthly Employee Count*” means the greater of 100 Employees or eighty percent (80%) of the Number of Employees as indicated on Client’s Order Form(s), which number represents the approximate current Number of Employees of the Client;

1.2.11 “*Modifications*” means any error corrections, modifications or enhancements to the Software that are included by Ceridian in Support of the Software to all clients;

1.2.12 “*New Versions*” means new versions of the Software that may be deployed by Ceridian to Client for license pursuant to these Service Particulars;

1.2.13 “*Number of Employees*” means the number of employee records in the Software that do not have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all administrators or other users who are accessing the Software or database relating to the Services (for the purposes of these Service Particulars, each shall be considered an “Employee”);

1.2.14 “*One Time Fees*” means those Fees set forth in the Order Form under the heading “Estimated Implementation and One Time Fees”, including those Fees payable for the Delivery Assurance Services / Implementation Services, or are otherwise identified or understood to be one time or non recurring Fees, including any Fees payable with respect to change requests;

1.2.15 “*Planned Maintenance Window*” means Ceridian’s planned maintenance hours, currently 2:00 a.m. to 6:00 a.m., Wednesdays and Thursdays, local to the data center in which Client’s data is hosted (in the case of the United States and Canada - Eastern Time; in the case of the United Kingdom and Ireland - Greenwich Mean Time; and in the case of Australia and New Zealand - Australia Eastern Time);

1.2.16 “*Recurring Fees*” means those Fees set forth in the Order Form under the heading “Estimated Recurring Fees”, or are otherwise identified or understood to be Fees which are payable on the periodic recurring basis stated in the Order Form;

1.2.17 “*Regular Maintenance*” means (i) maintenance performed during the Planned Maintenance Window and (ii) maintenance for which the Client is provided at least 24 hours’ prior notice;

1.2.18 “*Service Level Agreement*” means the document attached hereto as Appendix A;

1.2.19 “*Services*” means, collectively, access to the Subscribed Modules, together with all other Services described in these Service Particulars;

1.2.20 “*Software*” means the software program(s) licensed by Ceridian to Client through which the Services will be provided, together with all Modifications and New Versions;

1.2.21 “*Subscribed Module(s)*” means, at a given date, the module(s) to which Ceridian will provide Client access as part of the Services and as set forth in the Order Form;

1.2.22 “*Support*” means the support and maintenance services provided by Ceridian to Client with respect to a Subscribed Module in accordance with these Service Particulars; and

1.2.23 “*Third-party Implementation Provider*” means a third-party trained in the Dayforce product and implementation methodology who Client contracts with to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services. For greater certainty, this is not intended to refer to a Ceridian Contractor.

2. IMPLEMENTATION

2.1 General Approach (applicable where Ceridian is providing the Implementation Services). Ceridian's general project approach to providing the Implementation Services is based on the concept of shared project responsibility, resulting in a cooperative, hands-on project that is jointly managed by Ceridian and Client. Ceridian works with Client to plan the project – its scope, schedule and resources. During the project planning phase, the Parties will agree upon their respective roles and responsibilities, which will be confirmed in writing and need to be completed in accordance with the agreed upon schedule in order for the Implementation Services to be delivered successfully and within the desired timeline set forth in the project plan. Ceridian will educate Client's resources on how to maintain the Subscribed Modules so that Client will become self-sufficient with the functionality of the Subscribed Modules.

2.2 General Approach (applicable where the Third-Party Implementation Provider is providing the Implementation Services). Client will contract with the Third-Party Implementation Provider to perform the implementation services and/or deliverables to be provided in respect of the Subscribed Modules and Services and Ceridian will provide Delivery Assurance Services in accordance with the Delivery Assurance SOW. Client resources will complete Dayforce Education Package training in accordance with the project timeline provided by the Third-Party Implementation Provider to become educated on how to maintain the Subscribed Modules and become self-sufficient with the functionality of the Subscribed Modules. Client acknowledges that the Third-Party Implementation Provider is solely responsible for the implementation services and Ceridian assumes no responsibility in that regard.

2.2.1 Ceridian will (as applicable) complete the setup for (i) tax and banking, (ii) Ceridian Clocks, and (iii) Dayforce Managed Services.

2.2.2 Client will be transitioned to Support once training and testing is complete, and Client has provided written acceptance of the completion of the implementation services with the Third-Party Implementation Provider, save for any open items which are material to the delivery of the Services (“Open Items”). All Open Items must be documented in writing by Client and Third-Party Implementation Provider, and upon completion, Client and Third-Party Implementation Provider shall confirm same in writing. For greater certainty, remediation of configuration issues with the Subscribed Modules is outside of Ceridian's Support obligations, as further outlined below.

2.3 Assumptions. In addition to the assumptions and requirements set forth herein and in the Implementation SOW / Delivery Assurance SOW, Client acknowledges and agrees that the above approach, One Time Fees and estimated timelines are based on the following assumptions (as applicable):

2.3.1 Client will accurately complete all applicable questionnaires, templates, discovery workbooks, and other documents and requests for data as reasonably required for Ceridian to fulfill its implementation roles and responsibilities;

2.3.2 Client will, where applicable, provide access to Client's personnel with the appropriate knowledge of Client's systems and its configuration, to assist in data analysis for HR data import, exports and configuration.

2.3.3 Client will provide any required data in the manner reasonably prescribed by Ceridian by the agreed upon timelines;

2.3.4 While both Ceridian and Client may have a project manager, Client is responsible for management of its own resources and engaging third-party vendors, as necessary. Lack of access to Client resources or Client's third-party vendor resources, or changes to any individuals filling Client roles identified in the Delivery Assurance / Implementation SOW may impact project timeline and costs;

2.3.5 Client will provide solution feedback and confirmation of acceptance through the prescribed process, and working with resources in a reasonable time frame per the project schedule.

2.3.6 Any changes to scope described in the Delivery Assurance SOW / Implementation SOW will be addressed through a change request;

2.3.7 The CONFIG environment (including all data) will be decommissioned after a period of sixty (60) days from the Go Live Date. In the case of a phased implementation, the CONFIG environment will remain in place until the Go Live Date of the last phase of the project. The TEST environment will remain active for the duration of the Service Term upon request by Client; and

2.3.8 Additional non-production environments may be provided by Ceridian for Client's use, subject to additional costs. Should Client's existing TEST environment be in use for a project at the time that another project / phase is commenced, an additional non-production environment will be required at an additional cost.

2.3.9 The following additional assumptions apply only where Ceridian is providing the Implementation Services:

2.3.10 Client will provide data requested by project team in a timely manner and per the project schedule;

2.3.11 Client Power User will be appointed during project launch stage, will complete necessary training per published curriculum prior to project kick-off, and will be available for the duration of the project;

2.3.12 Client will engage its third-party vendors as required in a timely manner and per the project schedule. Failure by Client's third-party vendors to adhere to project timelines may impact the project timeline and costs;

2.3.13 Client will confirm acceptance for all Implementation Services leveraging Ceridian implementation methodology templates in a timely fashion and per the project schedule;

2.3.14 Client will complete training activities as outlined in the training curriculum provided by Ceridian and per the project schedule prior to Go Live Date;

2.3.15 Client will follow the instructions contained in the training materials;

2.3.16 Client will identify export files by project kick-off. Any additional feed(s) identified thereafter may result in additional Fees;

3. SOFTWARE FUNCTIONALITY, HOSTING AND SUPPORT

3.1 Software Functionality

3.1.1 Client's election of the Subscribed Modules will be set forth in the Order Form, signed by both Ceridian and Client. Ceridian warrants that the Subscribed Modules and the Software shall substantially perform in accordance with the Software Functionality and Global Use Guide. Ceridian shall not be liable to remedy any failure of the Subscribed Modules and the Software resulting from the acts or omissions of Client, Third-Party Implementation Provider, or any third party (other than Ceridian Contractors), and is provided “as-is” and “as-available”. The Subscribed Modules

and the Software may be used by Client outside the Territory in accordance with the terms of the Software Functionality and Global Use Guide. Without limiting the terms of the Software Functionality and Global Use Guide, Client acknowledges and agrees that certain country specific laws (including privacy laws) outside of the Territory may, from time to time, restrict or prohibit Client's use of the Subscribed Modules and the Software, and Client is responsible for ensuring it is complying with such requirements.

3.2 Software Hosting and Support

3.2.1 Ceridian's Obligations.

- (i) Uptime. Ceridian shall host and provide ongoing support for the Software and supported third party products from data centers accessible via the internet. Ceridian will strive to ensure the web-based application interface for the production environment that will be accessed through Client URL, shall be available in accordance with the service levels set forth in the Service Level Agreement, failing which the Client shall be entitled to the rights and remedies set forth therein.
- (ii) Support. For so long as the Services remain in effect, and provided that Client has paid the applicable Fees, Ceridian shall provide Support in accordance with the following:
 - (a) Ceridian will, commensurate with the severity of the defect, correct any malfunction, defect or non-conformity in the operation of the Software from the [Software Functionality and Global Use Guide](https://clientcontractportal.ceridian.com) posted on <https://clientcontractportal.ceridian.com> (each, a "Defect") to enable the Software to substantially perform in accordance with the Software Functionality and Global Use Guide in effect at the time the Support is provided. Ceridian shall provide Client Named Support Users (as defined below) with access to (1) its toll free customer support telephone line (which rolls over to the emergency help line after Business Hours) and (2) online support portal (the "Help Desk") for reporting to Ceridian any Defects and for inquiries regarding the Services or ordinary use and operation of the Software as may arise from time to time. Live operators at the Help Desk shall be available during Business Hours. Client shall provide reasonable assistance related to Client systems, as required for Ceridian to correct a Defect. Such reasonable assistance may require Client to provide certain Client information, documentation, technical and other feedback related to Client's systems in order to assist Ceridian to correct such Defect;
 - (b) Support may be provided to Client Named Support Users through one or more of a number of means at Ceridian's reasonable discretion, such as telephone, e-mail, online meeting, or Internet self-service, which includes general technical information and assistance with Defect determination, isolation, verification, and resolution, during Business Hours with regard to in-person telephonic, e-mail and on-line meeting support, or 24/7 (excluding Regular Maintenance hours) with regard to Internet self-service. Support services are not to be used as an alternative to obtaining training. Client shall make commercially reasonable efforts to refer to the Documentation as a first step in answering questions and learning functions of the Services prior to contact with Ceridian with regard to problems or questions;
 - (c) In the event Client Named Support Users use the Help Desk to describe, categorize (in terms of nature and urgency) and submit requests for Support, Ceridian will provide a first response to such inquiry within the time frames set forth in the Service Level Agreement, failing which Client shall be entitled to the rights and remedies set forth therein;
 - (d) Only those named persons (as indicated on the Help Desk access list provided from time-to-time by Client to Ceridian) trained on the use and operation of the Software ("Client Named Support Users") may access to the Help Desk for Support. Ceridian reserves the right to establish a maximum number of Client Named Support Users, acting reasonably;
 - (e) Ceridian will use commercially reasonable efforts to perform all required maintenance to the Software (or any other elements of the hardware or infrastructure necessary for the provision of the Services contemplated under these Service Particulars) during the Planned Maintenance Window. Ceridian will use commercially reasonable efforts to keep the period during which Client's access to the Software is impeded during the Planned Maintenance Window to a minimum. Ceridian will notify Client of all maintenance at least twenty-four (24) hours in advance, provided that, for maintenance for which Ceridian cannot provide twenty-four (24) hour response, Ceridian will provide notice as soon as reasonably practicable. Ceridian will not be responsible for any damages or costs incurred by Client, if any, for scheduled down time. Ceridian may change its Planned Maintenance Window upon thirty (30) days' prior notice to Client; and
 - (f) support provided under these Service Particulars does not include services provided with respect to the following matters: (1) any problem resulting from configuration or customization of the Services (including any Professional Services) made by a party other than Ceridian, Client, or other party authorized by Ceridian; or (2) any problem caused by modifications of the Software not made or authorized by Ceridian (other than ordinary configuration changes the functionality for which is built into the Software and intended to be made by Client).
- (iii) Ceridian may from time to time (but shall not be required to unless a Modification is required to fix a Defect) make Modifications to the Software and/or its functionality, for purposes such as maintenance or upgrades, or otherwise as deemed appropriate by Ceridian. Such Modifications are within the discretion of Ceridian, and are not required to be made, but will not materially adversely affect Clients' Services (when viewed as a whole) or require the payment of additional Fees or costs. Modifications will be pre-announced a reasonable time in advance and Client shall have a reasonable opportunity to interact with modified Services in a non-live (e.g., test, sandbox) environment. Ceridian will only provide Support in respect of Ceridian Clocks as part of the Services, and will not provide Support or other assistance in respect of clocks or other hardware supplied by any other provider.

3.2.2 Client's Obligations.

- (i) Client will not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or related systems or networks.
- (ii) Client will designate Client Named Support Users to triage all internal support incidents reported by end users. Triage occurring by Client Named Support Users includes: checking the Documentation for assistance in dealing with the reported incident, attempting to reproduce the incident in a production copy, and documenting the steps required to reproduce the incident. Upon reporting an incident, Client agrees to cooperate, work closely with, and provide assistance to Ceridian in the investigation, diagnosis, and resolution of the incident.
- (iii) Ceridian shall have the right to access Client's account from time to time, for purposes of Support, administration, invoicing and to inspect Client's utilization of the Services so as to ensure Client's compliance with the provisions of this Agreement, as reasonably necessary in Ceridian's sole discretion.
- (iv) Client is responsible for meeting the minimum software and system requirements needed to use the Services, as identified by Ceridian.

4. SERVICE FEES AND PAYMENT

4.1 Fees. The Fees payable by Client to Ceridian for the Services are as set forth in the Order Form. The Fees are exclusive of all Taxes. Except as otherwise stated herein, all invoices will be due and payable by Ceridian supported electronic means (e.g., direct deposit, pre-authorized debit) within thirty (30) days of the date of invoice.

4.2 One Time Fees

- 4.2.1 The One Time Fees for Implementation Services have been calculated taking into account the work and materials Ceridian has reasonably estimated will be required to implement the Service. This estimate has been made by Ceridian in good faith based on the information available to Ceridian at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Ceridian which impacts the estimated One Time Fees, the Parties shall mutually agree to necessary changes to the Implementation SOW (including to corresponding Fees).
- 4.2.2 (i) The One Time Fees for implementation (including any applicable conversion) Services and setup Services will be invoiced and payable in two (2) installments as follows: (a) in respect of the initial Order Form, fifty percent (50%) at the Subscription Start Date and fifty percent (50%) at Go Live Date; (b) in respect of a subsequent Order Form, (1) if a Core Module is in scope, fifty percent (50%) at the date Implementation Services are started (generally by way of a project kick off meeting) and fifty percent (50%) at Go Live Date; and (2) if a Core Module is not in scope, one hundred percent (100%) at the Subscription Start Date;
- (ii) The One Time Fees for Delivery Assurance Services will be invoiced and payable in accordance with the Delivery Assurance SOW;
- (iii) The One Time Fees for Dayforce Professional Services Time & Material Service will be invoiced and payable monthly, based on actual hours worked. The estimate in the Order Form / Change Request has been made by Ceridian in good faith based on the information available to Ceridian at the time, including information and representations provided by Client. Following discovery, a refined estimate will be provided in the form of a Software Requirements Specification. In the event that Client cancels the project, Client will be responsible to pay Ceridian for any Fees incurred for hours worked;
- (iv) All event-based One Time Fees will be payable upon event completion; and,
- (v) All other One Time Fees will be invoiced upon Subscription Start Date.

4.3 Recurring Fees

4.3.1 Except as otherwise stated below, the monthly Recurring Fees will be invoiced and payable monthly in advance, commencing as of the Subscription Start Date, based on the number of employees set forth in the Order Form. Upon the Go Live Date, the monthly Recurring Fees will be based on the Number of Employees as at the 15th of each calendar month, or such other date as may be communicated to Client by Ceridian. In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count. A designated bill cycle date will be established by Ceridian at order set-up for Recurring Fees. Services included in the Order Form that are based on a per occurrence (e.g., Fees for ancillary services shown on the Rate Sheet), will be invoiced monthly in arrears. The Recurring Fees for additional non-production environments (if applicable) will be invoiced monthly, commencing upon environment availability.

4.3.2 Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.

4.3.3 The monthly Recurring Fees for Dayforce Managed Garnishments and Dayforce Managed Garnishments – Employee Contact Center will be invoiced and payable monthly in arrears based on the number of active garnishments each month, commencing after the first payroll processing in accordance with the designated bill cycle date as set forth above.

4.3.4 The monthly Recurring Fees for Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, and Dayforce Dedicated Technical Account Manager will commence as of the date Implementation Services are started (generally by way of a project kick off meeting). Fees invoiced and payable prior to the Go Live Date will be discounted by fifty (50%) percent. A minimum of ninety (90) days' prior written notice to Ceridian is required to cancel Dayforce Technical Account Manager, Dayforce Technical Account Manager – Additional, or Dayforce Dedicated Technical Account Manager.

4.3.5 When and if made available by Ceridian, at Client's election, SMS text messaging for "Alerts and Notifications" functionality will be provided to Client at Ceridian's then current rate per message (both outbound and inbound messages shall be counted for the purposes of billing). Other miscellaneous charges may apply for mobile device access. Such Fees shall be billed based on the actual count for the previous month.

4.4 Training Fees. All event-based training Fees will be payable upon event completion. Subscription-based training Fees will be payable upon project kick-off (or if subscribed after kick-off, immediately upon subscription) and each renewal date thereof. Consulting-based training Fees will be invoiced on a time and materials basis, billed monthly based on the amount of work completed each month. The Fees stated in the Order Form have been calculated using an hourly rate based on the estimated hours stated therein, as determined by the Parties. The Fees payable will be based on actual hours worked. The training is for use within a twelve (12) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The hourly rate will expire at the end of such twelve (12) month period. If Client terminates the Agreement, the associated Services, or the training project, as the case may be, for any reason, Client will be responsible to pay to Ceridian any Fees incurred for hours worked.

4.5 Hardware Fees. All One Time Fees in respect of purchased Ceridian Clocks, badges or other tangible items or hardware, will be invoiced upon shipment. Clock annual maintenance Recurring Fees will be invoiced upon shipment of the purchased Ceridian Clocks and each renewal date thereof. Clock subscription Recurring Fees will be invoiced upon shipment and each subsequent month. Recurring Fees with respect to webclocks will be invoiced upon configuration of the webclock and each subsequent month.

4.6 Annual Fee Increase. All Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency (on a cumulative basis from the Subscription Start Date), the first such increase to be calculated and effective on the first anniversary of the Subscription Start Date.

5. SERVICE TERM AND TERMINATION

5.1 Service Term and Fees payable for Early Termination. The Agreement for the Services shall be effective and binding immediately upon execution of the Order Form, and unless terminated earlier by a Party as expressly permitted under the termination provisions of the Agreement, shall remain in effect for an initial Service Term equal to the number of months / years set forth in the Order Form calculated from the Subscription Start Date. The Service Term shall automatically continue after the expiration of the initial Service Term, on a month-to-month basis, on the same terms and conditions without the need for any written extension agreement, until terminated by either Party upon ninety (90) days' prior written notice to the other, or until terminated otherwise in accordance with the termination provisions in the Agreement. If Client terminates the Services prior to the expiration of the initial Service Term, in addition to being responsible to pay Ceridian Fees for all work and Services provided up to and including the effective date of termination of the Services (including all One Time Fees for work performed up to such date), Client shall be required to pay Ceridian the Early Termination Fee. Notwithstanding the foregoing, Client shall have the option to renew the initial Service Term for two (2) additional twelve (12) month periods (each a "Renewal Period"), on the same terms and conditions (with the exception that the Annual Fee Increase for each Renewal Period shall be at the Annual Inflation Index minus one percent (1%)), by providing Ceridian written notice not less than ninety (90) days prior to the expiration of the initial Service Term (or the first Renewal Period, as applicable) of its intention to exercise its option to renew.

5.2 Early Termination Fee. The early termination fee ("Early Termination Fee") is the fee payable by Client to Ceridian if Client terminates a Service before the end of the initial Service Term (except pursuant to Section 3.2.2 ("Material Breach") or Section 3.2.3 ("Insolvency") of the MSA by Ceridian). The Early

Termination Fee will be equal to the average monthly Recurring Fees (computed based on the average Recurring Fees paid by Client for Services during the three (3) month period preceding cancellation (or where three (3) months have not yet passed since the Go Live Date, then based on estimated annual fees as shown in the Order Form divided by twelve)) multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the initial Service Term, less a discount equal to 25%.

5.3 Transition Assistance. Ceridian shall cooperate reasonably and in a timely manner on a time and materials basis with the efforts by Client, or any other party acting on Client's behalf, to provide for an orderly transition of the applicable Services to Client or another service provider.

6. ADDITIONAL PROVISIONS

6.1 TeamRelate. The TeamRelate feature made available via the Software is intended to be used as one part of an overall candidate and employee assessment process and is not designed or recommended for standalone use or as a replacement for the professional judgment of Client's employees. If Client becomes dissatisfied with the TeamRelate feature, Client's sole remedy shall be to discontinue its use.

6.2 Extended Access to Historical Data. To the extent Client is migrating the Services described hereunder from an existing Ceridian hosted platform (the "Prior Ceridian System"), Ceridian agrees to provide access to Client's data stored in the Prior Ceridian System (the "Historical Data") for a period of six (6) months following the Go Live Date (subject to any shorter retention period as required by applicable privacy or other laws) or on the Prior Ceridian System retirement date, whichever is earlier. Access to the Historical Data will be provided at no charge during such 6 month period. Unless otherwise agreed between the Parties in writing, access will be terminated without further notice upon expiration of the noted period.

6.3 Dayforce Engagement. Dayforce Engagement allows Client to conduct engagement surveys using pre-defined and Client-created surveys. Client remains solely responsible for complying with the laws and regulations associated with conducting engagement surveys, including any decisions affecting Employees and the conclusions drawn from the survey results.

6.4 Dayforce Safety Monitor. Dayforce Safety Monitor provides tools for collecting data relating to a public health emergency, and it is intended to be used as one part of Client's overall business continuity program. Dayforce Safety Monitor has not been designed or reviewed to comply with any specific application of the law, regulation or other requirement as it relates to Client. Client remains solely responsible for complying with any applicable laws relating to the collection of employee data.



Appendix A SERVICE LEVEL AGREEMENT

This document sets forth the specific performance measures that will be tracked and measured in connection with Ceridian's performance of the Services (the "Service Levels"), including the target level of Service which Ceridian strives to meet in delivering the Service (the "Service Target"), as well as the minimum acceptable level of Service below which Client shall be entitled to the recourse prescribed (the "Minimum Acceptable Level"). Ceridian will treat all Service Level failures as a priority and work diligently to avert or minimize any adverse effect such failure may have, including developing a work around solution. Ceridian will develop and implement a proposal for rectifying any such failure, and identify improved processes to identify, detect and avoid similar failures in the future. Without limiting the generality of anything herein, the Parties agree that in calculating the Service Levels for any period, Ceridian shall exclude any incident or failure which was caused by: (a) the negligence of Client, or Client failing to perform any of its covenants under the Agreement in a timely fashion or at all; and (b) any reason beyond the reasonable control of Ceridian, including (but not limited to) failure of Client's systems, failure of Client's internal network or access to the internet, acts of God, acts of war or terrorism, labor strikes or other act of force majeure.

If Ceridian fails to meet the Minimum Acceptable Level for a Service Level in any calendar month, Ceridian will provide a root cause analysis for the failure and a short-term plan (and long-term plan if appropriate) to return to acceptable Service Levels. If Ceridian fails to meet the Minimum Acceptable Level for the same Service Level any two consecutive calendar months, Ceridian will assign a senior support escalation contact to Client who will meet with the Client on a regular basis (at times and schedule as mutually agreed upon) until the Service Levels are restored.

1.0 Client Support Portal Service Levels

Objective: Ceridian will respond in a timely fashion to support enquiries from Client Named Support Users submitted through Ceridian's online support portal.

Definition: Client Named Support Users will use Ceridian's online support portal to describe, categorize (in terms of nature and urgency) and submit requests for Support. Ceridian will provide a first response to such inquiry within the time frames set forth below.

Method: Case management system tickets opened during the current measurement period will be used to compute the following: Total number of inquiries submitted through the portal and responded to within the corresponding acceptable time frame, divided by the total number of inquiries submitted through the portal.

Severity	Description	First Response	
		Application Support Standard	Application Support Premium (if purchased)
Urgent	A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround	Within 1 Business Hour (Monday to Friday)	Within 1 Hour (Monday to Sunday)
High	Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue	Within 8 Business Hours (Monday to Friday)	Within 4 Business Hours (Monday to Friday)
Medium	Minor errors in functionality within the application, often accompanied by workarounds	Within 12 Business Hours (Monday to Friday)	Within 12 Business Hours (Monday to Friday)
Low	General inquiries on the use of the application or; Minor cosmetic errors or incidents which otherwise do not require immediate attention or; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or; Errors which have a sustainable workaround	Within 24 Business Hours (Monday to Friday)	Within 24 Business Hours (Monday to Friday)

Performance Level:

Values	Metrics
Target Level for First Response	95% of enquiries will be responded to within the designated time frame
Minimum Acceptable Level for First Response	80% of enquiries responded to within the designated time frame.

Service Level Performance Tracking: Monthly**2.0 Software Availability**

Objective: Ceridian will provide Client's users with 24x7 access to information via the internet, except during scheduled maintenance.

Definition: The Client's production environment for the Software will be available 24 hours per day, 7 days a week, 365 days a year ("Total Minutes"), excluding:

- (a) Regular Maintenance;
- (b) unavailability due to improper configuration of the Software caused by the Client or the use of unsupported hardware or software; (collectively, "Maintenance Minutes").

The Client will be notified of scheduled maintenance through Ceridian's support notices program. An email will be sent from supportnotices@dayforce.com to all Client Named Support Users.

Method: Ceridian hosted services system records will be used to compute "Availability" as follows: (Total Minutes minus Maintenance Minutes) minus unscheduled downtime, divided by (Total Minutes minus Maintenance Minutes).

Performance Level:

Values	Metrics
Target Level	100% availability, excluding Maintenance Minutes.
Minimum Acceptable Level	99.75% availability, excluding Maintenance Minutes.

Service Level Performance Tracking: Monthly**Example**

April Total Minutes	30 days x 24 hrs x 60 mins	43,200 Total Minutes
April Maintenance Minutes	8 days x 4 hours / day x 60 mins	1,920
April Total Available Minutes	43,200 – 1920	41,280
April additional excused outages (e.g. force majeure)	0	0
April unexcused outages	30	30

Calculation

$$[(41,280 - 30) / 41,280 = 99.93\%]$$

Result: Meets Minimum Acceptable Level.



**SERVICE PARTICULARS
DAYFORCE PAYROLL TERMS
(US)**

(APPLICABLE ONLY TO DAYFORCE BUNDLES WHICH CONTAIN DAYFORCE PAYROLL)

1. CAPITALIZED AND DEFINED TERMS

1.1 All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

1.2 As used herein:

1.2.1 "ACA" means the Affordable Care Act;

1.2.2 "ACA Forms" means IRS Forms 1094-C and 1095-C;

1.2.3 "Funding Authorization" means such written authorization, power of attorney or other form executed by Client from time to time as reasonably required by Ceridian to authorize and permit Ceridian to withdraw money, forward payments or take other steps to facilitate the movement of payments as part of the Services;

1.2.4 "Funds" means those funds to be received by Ceridian from Client, in an amount equal to the Payments to be made for a particular Payroll;

1.2.5 "Payments" means any payments to be made by Ceridian on Client's behalf hereunder, to its Employees statutory remittances, tax filing liabilities and other third-party payments as directed by Client and agreed to by Ceridian;

1.2.6 "Payroll" means the Client Payments processed or to be processed by Ceridian with which the Services are associated;

1.2.7 "Tax Forms" means those forms, as supported by Ceridian's Software, as prescribed by Taxing Authorities from time to time which are required to be provided by Client to the Employees in connection with the remuneration paid or payable to the Employees;

1.2.8 "Taxing Authorities" means those government agencies to which tax remittances are made relating to compensation paid by Client to Employees, and any successors to such agencies; and

1.2.9 "Trust" means the trust(s) established pursuant to a written declaration of trust for the purposes of receiving Funds from its clients, or such additional or replacement trust(s) as may hereafter be established by Ceridian for such purposes.

2. ONGOING SERVICES

2.1 Funds Transfer (Ceridian Bank Account)

2.1.1 Ceridian's Obligations for Ceridian Direct Deposit and Ceridian Check. Where Ceridian is responsible for issuing Payments using the Trust, Ceridian will:

- (i) issue the Payments in accordance with the Payroll and Payment processing schedule, as agreed upon by the Parties, to meet Client's Payroll obligations, by way of: (a) submitting Payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated accounts of Employees; and/or (b) create negotiable paychecks to the order of Employees drawn on the Trust account. Each paycheck will be printed on Ceridian check stock with Ceridian officer's signature and Ceridian logo;
- (ii) for Ceridian Direct Deposit and Ceridian Check, process file reversals, request stop payment orders and request direct deposit reversals upon Client's written request
- (iii) for Ceridian Direct Deposit and Ceridian Check process stop payments and direct deposit reversals upon Client's written request (subject to any time restrictions reasonably prescribed by Ceridian);
- (iv) at the request of Client or at Ceridian's option, provide Client a report identifying un-cashed paychecks considered stale dated, and pay to Client an amount equivalent to any Payroll Funds held on account of Payments against which stop payments have been placed, or which are, according to banking practice, considered to be stale-dated (less a reasonable administration fee; or at the request of Client, such Payroll Funds may be credited to Client's next Payroll);
- (v) notify Client of exceptions related to paychecks processing and pre-notification rejections, bank requested notification of change requests, and returned credits, as applicable ("Exceptions");
- (vi) notify Client of any errors or other circumstances in the event Ceridian is unable to provide Payments and either re-performs Services (when possible) or arrange return of unpaid funds to Client. Unpaid Payroll Funds will be returned only after verification of available and sufficient fund balances (with time allowances for returned items) by the bank in which such funds are held; and
- (vii) monitor and interpret changes to those laws and regulations in the Territory pertaining to payroll gross-to-net calculations (including tax tables / tax rates) and modify the Software and Services as required to incorporate such changes and ensure the Software performs all such calculations in compliance with the applicable laws and regulations.

2.1.2 Client's Obligations for Ceridian Direct Deposit and Ceridian Check. Where Ceridian is responsible for issuing Payments using the Trust, Client will:

- (i) enter, maintain and transmit (via the Software) Payroll data to Ceridian, in such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules, as set forth in the Funding Authorization;
- (ii) review and audit all Payroll data, reports and other materials prior to committing the Payroll. Client shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
- (iii) monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Ceridian of any changes to the Payroll processing required as a result of such laws;
- (iv) be responsible for compliance with earning statement obligations, retirement and benefit election and remittance requirements, garnishment obligations and any incorrect payments made to Employees as a result of incorrect, incomplete, and/or changed data or information received by Ceridian from Client;
- (v) correct Exceptions before transmitting Payroll data for Client's next Payroll (otherwise Client could be in breach of applicable laws or regulations);

- (vi) be responsible for contacting payees to resolve payment of any voided paychecks and reimburse Ceridian for any losses and fees incurred by Ceridian in circumstances where Ceridian honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees) and Client shall reimburse Ceridian for any payments made or fees resulting from holder in due course claims;
- (vii) require Employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for Ceridian to provide Services, including authorizations for the initiation of credit entries. Without limitation, Client shall ensure that each Employee utilizing Ceridian Direct Deposit has authorized the initiation of credit entries and the crediting of the Employee account, as well as the debiting of the Employee account through a file reversal in the event of erroneous transactions (including but not limited to incorrect or duplicate transactions) a returned item from Client's account or any funding deficiency by Client (to extent permitted by law). Client must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts;
- (viii) hereby grant to Ceridian the authority to issue Payments on behalf of Client, and to take such other action as may be necessary from time to time in connection with the provision of the Services, which might authorize to instruct its bank to stop payment and authorize to refuse payment as required to provide the Services;
- (ix) forward or make available the Funds to an account established by the Trust as directed by Ceridian. The Funds will be provided by Client in a manner satisfactory to Ceridian (acting reasonably). Client will fully fund such account and as agreed upon by the Parties, shall either timely wire the funds, or shall timely authorize the initiation of debit entries and the debiting of the account in the amount and on the date specified and ensure that such authorization is operative at the time of transmittal and debiting of Client account. Ceridian shall not be obliged to release any Payroll documents or to make or honor any Payments until it has received confirmation that Client's financial institution upon which the Funds have been drawn has irrevocably honored such request for advance of funds. In this regard, Ceridian reserves the right, at its option, to implement such procedures as may reasonably be required to guarantee the irrevocable receipt by it of the Funds prior to Ceridian paying out any such funds;
- (x) provide Ceridian with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll; and
- (xi) pay for all reasonable expenses incurred by Ceridian as a result of Client errors or omissions.

2.2 Payment Solutions (Client Bank Account)

- 2.2.1 Ceridian's Obligations. Where Client elects to issue Payments using its own checks and / or drawn on its own bank account, Ceridian will:
- (i) issue the Payments in accordance with the Payroll and Payment processing schedule, as agreed upon by the Parties, to meet Client's Payroll obligations, by way of: (a) submitting Payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to Client's bank account; and/or (b) create negotiable paychecks to the order of Employees drawn on the Client's bank account. Each paycheck will be printed on standard check stock with Client officer's signature and, if selected, Client's logo using the check data and account provided by Client;
 - (ii) process file reversals, and request direct deposit reversals upon Client's written request;
 - (iii) notify Client of exceptions related to paychecks processing and pre-notification rejections, bank requested notification of change requests, and returned credits related to direct deposit services ("Exceptions");
 - (iv) notify Client of any errors or other circumstances in the event Ceridian is unable to provide payments and either re-performs Services (when possible) or arrange return of unpaid funds to Client. Unpaid Funds will be returned only after verification of available and sufficient fund balances (with time allowances for returned items) by the bank in which such funds are held; and
 - (v) monitor and interpret changes to those laws and regulations in the Territory pertaining to payroll gross-to-net calculations (including tax tables / tax rates) and modifying the Software and Services as required to incorporate such changes and ensure the Software performs all such calculations in compliance with the applicable laws and regulations.
- 2.2.2 Client's Obligations. Where Client elects to issue Payments using its own checks and / or drawn on its own bank account, Client will:
- (i) enter, maintain and transmit (via the Software) Payroll data to Ceridian, such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules, as set forth in the Funding Authorization;
 - (ii) review and audit all Payroll data, reports and other materials prior to committing the Payroll. Client shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
 - (iii) monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Ceridian of any changes to the Payroll processing required as a result of such laws;
 - (iv) be responsible for compliance with earning statement obligations, retirement and benefit election and remittance requirements, garnishment obligations and any incorrect payments made to Employees as a result of incorrect, incomplete, and/or changed data and information received by Ceridian from Client;
 - (v) correct Exceptions before transmitting Payroll data for Client's next Payroll (otherwise Client could be in breach of applicable laws or regulations);
 - (vi) be responsible for contacting payees to resolve payment of any voided paychecks and reimburse Ceridian for any losses and fees incurred by Ceridian in circumstances where Ceridian honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees);
 - (vii) require Employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for Ceridian to provide Services, including authorizations for the initiation of credit entries. Without limitation, Client shall ensure that each Employee utilizing Ceridian's direct deposit service has authorized the initiation of credit entries and the crediting of the Employee account, as well as the debiting of the Employee account through a file reversal in the event of a returned item from Client's account or any funding deficiency by Client (to extent permitted by law). Client must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts;
 - (viii) hereby grant to Ceridian the authority to issue Payments on behalf of Client, and to take such other action as may be necessary from time to time in connection with the provision of the Services, which might authorize to instruct its bank to stop payment and authorize to refuse payment as required to provide the Services;
 - (ix) ensure the Funds are available in the account from which Ceridian is drawing the Client Checks and/or initiating the Payments and authorize the initiation of debit entries and the debiting of the account in the amount and on the date specified and ensure that such authorization is operative at the time of transmittal of Client account; and
 - (x) pay for all reasonable expenses incurred by Ceridian as a result of Client errors or omissions.

2.3 Tax Filing Services

- 2.3.1 Ceridian's Obligations. Ceridian will:
- (i) prepare, deposit, and file Client's Payroll tax returns for those federal, state and local jurisdictions supported by Ceridian and reflected on Client's Tax jurisdictional profile;
 - (ii) remit Client's tax liabilities to Taxing Authorities as supported by Ceridian;
 - (iii) provide Client with a regular tax statement for each Client tax registration number processed by Ceridian;
 - (iv) provide, prepare and file employer Tax Forms in the formats required by each Taxing Authority provided that Ceridian has provided tax filing Services for Client for the entire calendar year or Client has provided year to date or quarterly tax filing data in accordance with Section 2.3.2(vii);
 - (v) respond to all Taxing Authorities inquiries pertaining to jurisdictions processed by Ceridian for periods of services provided by Ceridian. Ceridian shall provide Client with copies of correspondence sent to Taxing Authorities in the resolution of the inquiry; and
 - (vi) provide Client with online access to account information, including tax deposit history.
- 2.3.2 Client's Obligations. Client will:
- (i) prior to the first Payroll date, provide Ceridian with such information, forms, Powers of Attorney, written authorizations and other documentation as reasonably required by Ceridian in order to enable Ceridian to determine paid and accrued taxes and tax liabilities, and to remit Client's tax liabilities and otherwise act on Client's behalf in this regard;
 - (ii) provide accurate account numbers, remittance frequency and all other information required from time to time to permit accurate and timely remittance by Ceridian;
 - (iii) notify Ceridian in writing immediately of any changes to the frequency with which it must make its statutory remittances and provide Ceridian with any notices it receives from the Taxing Authorities relating to the frequency of such remittances or any other reporting requirements. Client shall continue to receive, review and be the contact for all correspondence and all other communications with the Taxing Authorities, but Client authorizes Ceridian to discuss matters relating to remittance of Client's source deductions with such Taxing Authorities;
 - (iv) communicate in writing any changes in services or changes that affect the information provided by Client to Ceridian ten (10) Business Days prior to the desired effective date of such change. Any penalty or other charges that result from incorrect, incomplete, or changed tax information provided by Client is Client's sole and exclusive liability and responsibility. Ceridian is not responsible for any matters existing prior to Ceridian's first Payroll date;
 - (v) review and compare the transmitted liabilities with Ceridian posted liabilities and notify Ceridian of any discrepancies within one (1) Business Day of initial receipt (or such other time period as reasonably established by Ceridian in accordance with its processing schedule
 - (vi) enter, maintain and transmit (via the Software) Payroll data to Ceridian, such number of days as established by Ceridian (acting reasonably) prior to the date the paychecks are to be issued and deposits are to be made, as required to meet agreed upon processing schedules;
 - (vii) provide mid quarter data within two (2) weeks of the Go Live Date, or by the 15th day of March, June, September, or December, whichever comes first, if Client's Go Live Date is after tax liabilities have been paid by Client in the quarter of service (or by such other deadlines as reasonably established by Ceridian from time to time in accordance with its processing schedule);
 - (viii) assist Ceridian in responding to inquiries or in processing amendment requests by providing the information necessary to meet Tax Authority requirements. Client shall provide Ceridian with written approval for amendments or inquiries resulting in additional tax, penalty and/or interest due, and agrees to fund these amounts in full prior to completion and submission;
 - (ix) retain records according to the schedules established by Taxing Authorities for Client. Ceridian has no responsibility or liability for maintaining or retaining records on behalf of Client;
 - (x) submit any necessary changes to the year-end tax file in accordance with the time frames reasonably established by Ceridian (such time frames will be established based on the time required, after receipt of such information by Ceridian, for Ceridian to perform its responsibilities within the time prescribed by the Taxing Authorities); and
 - (xi) provide Ceridian with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll.

2.4 Year End Employee Tax Forms

- 2.4.1 Ceridian's Obligations. Ceridian will:
- (i) deliver the Tax Forms to Client no later than five (5) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) after Client has committed/released to print (through the Software functionality) the Tax Forms in the year immediately following the calendar year for which the Tax Forms are being prepared (subject to Client's obligations to provide data and review output as contemplated herein, in a timely fashion);
 - (ii) provide support services via Ceridian's designated support portal for Client's technical personnel and primary users of the Services;
 - (iii) annually publish the Tax Forms production schedule;
 - (iv) print and/or post the type(s) and quantity of Tax Forms specified by Client and as the data appears in the file transmitted by Client; and
 - (v) package Tax Forms for shipment within five (5) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) after Client has committed (through the Software application) to print/release the Tax Forms. Additional charges will apply for any Client requested (a) sorting and/or splitting, or (b) printing of Tax Forms.
- 2.4.2 Client's Obligations. Client will:
- (i) review Tax Forms upon receipt of same and notify Ceridian of any errors in such materials within two (2) Business Days (or such other deadline as reasonably established by Ceridian from time to time in accordance with its processing schedule) of receipt of printed Tax Forms; and
 - (ii) adhere to the annually published Tax Forms production schedule provided by Ceridian including: (a) completion of any necessary adjustments in the timeframe designated by Ceridian; and (b) committing the Tax Forms to print.

2.5 Wage Attachment Disbursements

- 2.5.1 Ceridian's Obligations. Ceridian will:
- (i) timely prepare and deposit Client's wage garnishment liabilities for those federal, state, and local payment processing units and individual third parties supported by Ceridian to which an Employee owes a debt and has agreed or is compelled by appropriate governmental authority to resolve via garnishment of Employee's wages;
 - (ii) collect funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization or in accordance with the timelines established by Ceridian from time to time, acting reasonably; and
 - (iii) provide a statement of account activity to Client summarizing funds collection and disbursement transactions. Ceridian is not responsible for providing additional administrative services including agency research, account reconciliation, and wage garnishment data input and adjustments except where Ceridian has agreed in writing to provide such services.

- 2.5.2 Client's Obligations. Client will:
- (i) provide wage garnishment data including wage order data, wage garnishment amounts, payee addresses, bank account information in a Ceridian approved format as outlined in user manuals, client communications and service advisories within the timeframes as required in respect of the Payroll data generally;
 - (ii) provide funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization;
 - (iii) notify Ceridian of any unscheduled and/or special Payroll runs that will impact wage garnishment data including void, manual, and/or adjustment transactions;
 - (iv) correct any errors before transmitting Client's next Payroll or wage garnishment data transmission. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client, or from Client's changed information or signatures and documents in Client's possession that are not provided to Ceridian in a timely manner are Client's sole and exclusive responsibility; and
 - (v) compensate Ceridian for any applicable late or miscellaneous fees related to the services. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client, or from Client's changed information that it has not disclosed to Ceridian in a timely manner is Client's sole and exclusive responsibility.

2.6 ACA Forms Filing Services *(APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)*

- 2.6.1 Ceridian will, upon receipt of complete, accurate and properly coded data in the format specified by Ceridian, annually file Client's ACA Forms in the format required by the Taxing Authority.
- 2.6.2 Client's Obligations. Client will:
- (i) prior to the Go Live Date and at appropriate intervals thereafter, provide Ceridian with such information, forms, written authorizations and other documentation as reasonably required by Ceridian to file ACA Forms;
 - (ii) provide complete and accurate data to Ceridian in a Ceridian specified manner, and promptly review and validate data and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted;
 - (iii) adhere to the annually published ACA Forms production schedule provided by Ceridian including: (a) completion of any validation and necessary adjustments in the timeframe designated by Ceridian; and (b) committing the ACA Forms to Ceridian for processing; and
 - (iv) respond to Taxing Authority inquiries related to the ACA Forms.

2.7 ACA Forms Print and Image Services *(APPLIES ONLY WHEN ACA MANAGEMENT IS PURCHASED)*

- 2.7.1 Ceridian's Obligations. Ceridian will:
- (i) annually publish the ACA Forms production schedule;
 - (ii) subject to Client's obligations to provide complete, accurate and properly coded data, in a timely fashion, print and package ACA 1095-C Forms for shipment in accordance with its processing schedule. Employees may opt-out of receiving a printed form using the self-service functionality in the Software. Additional charges will apply for printing as well as any Client requested splitting of ACA Forms;
 - (iii) make available a copy of ACA Forms within the Software for review and approval by Client administrators. Upon approval, ACA Forms may be printed from the system; and
 - (iv) provide support services via telephone, electronic mail and/or access to Ceridian's designated web site for Client's technical personnel and primary users of the Services.
- 2.7.2 Client's Obligations. Client will:
- (i) complete web setup provided by Ceridian;
 - (ii) provide complete and accurate data to populate ACA Forms, and promptly review and validate data (including any codes auto-populated by the Software), and correct any incomplete, inaccurate and improperly coded data. Taxing Authorities will not accept a data file that is incomplete or improperly formatted; and
 - (iii) adhere to the annually published ACA Forms production schedule provided by Ceridian including: (a) completion of any validation and necessary adjustments in the timeframe designated by Ceridian; and (b) committing the ACA Forms to Ceridian for processing.

2.8 Employment and Salary Verification *(APPLIES ONLY WHEN EMPLOYMENT AND SALARY VERIFICATION IS PURCHASED)*

- 2.8.1 Ceridian's Obligations. Ceridian will:
- (i) conduct employment, income and other employment status verification searches (at the then current rate, to be confirmed at time of ordering) for Client. The third party contractor through whom Ceridian provides this Service is a Consumer Reporting Agency, as defined by the federal Fair Credit Reporting Act (FCRA). Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website: www.consumerfinance.gov/learnmore. The specific obligations of Furnishers of Information under the FCRA can be found at www.federalregister.gov/articles/2012/11/14/2012-27581/fair-credit-reporting-regulation-v-correction#h-14.
- 2.8.2 Client's Obligations. Client will:
- (i) provide Ceridian with the required information in time for Ceridian to complete the Services in accordance with the mutually agreed upon processing schedule;
 - (ii) as the data furnisher, be solely responsible for the accuracy of all data and information provided to Ceridian, and in this regard will participate (as needed) in consumer dispute resolution process that may occur related to the accuracy of information provided to Ceridian.

3. DAYFORCE WALLET / CARD PROGRAM. *(APPLIES ONLY WHEN CLIENT SUBSCRIBES FOR DAYFORCE WALLET IN AN ORDER FORM)*

3.1 As used in this Section 3:

- 3.1.1 "Accountholder Agreement" means the agreement to be entered into directly between an Employee and the Issuing Bank, with respect to the Employee's use of the Card and Dayforce Account;
- 3.1.2 "Advance" means any advance of monies made by Ceridian DF Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:
- (i) On-Demand Pay amounts deposited into Dayforce Accounts;
 - (ii) applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and
 - (iii) payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;
- 3.1.3 "Card" means the access device or number associated with a Dayforce Account;

3.1.4 *"Ceridian DF Licensing"* means Ceridian Dayforce Licensing LLC, an Affiliate of Ceridian, licensed to provide the Advances contemplated for On-Demand Pay;

3.1.5 *"Dayforce Account"* means a Ceridian designated prepaid account established by an Employee with the Issuing Bank, into which Ceridian may distribute Payments (on behalf of the Client) to the Employee;

3.1.6 *"Dayforce Card Program"* (referred to as *"Dayforce Wallet"* on the Order Form) means, collectively, the overall program and associated mobile application functionality whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in this Section 3;

3.1.7 *"Issuing Bank"* means the bank with which Ceridian has contracted to issue the Dayforce Accounts and Cards;

3.1.8 *"Line of Credit Agreement"* means the Line of Credit Agreement between Client and Ceridian DF Licensing, pursuant to which Ceridian DF Licensing will make available the Advances, the terms and conditions of which are set forth in Appendix A hereto;

3.1.9 *"Maximum Employee Advance"* means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request,

3.1.10 *"Network"* means the MasterCard, Cirrus and Maestro networks or substitute networks through which the Cards are accepted;

3.1.11 *"Next Scheduled Payroll"* means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;

3.1.12 *"On-Demand Pay"* means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Ceridian (through Ceridian DF Licensing, under the Line of Credit Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account; and

3.1.13 *"Rules"* means the laws, rules, regulations, by-laws or other operating standards or requirements of: (a) any Network; (b) any other card association operating a payment network which is utilized by Ceridian or the Issuing Bank for the purposes of provisioning a Dayforce Account or Card; (c) the National Automated Clearinghouse Association; or (d) other applicable regulators or associations with jurisdiction over activities associated with the Dayforce Card Program.

3.2 General. The Dayforce Card Program enables Client to make available to its Employees, the following:

3.2.1 the ability for Employees to establish individualized Dayforce Accounts, into which Payments (including On-Demand Pay) may be deposited, and from which the Employee may store, transfer and distribute funds, all as contemplated in the Accountholder Agreement; and

3.2.2 the ability to request payment of all or a portion of the Employee's wages or other compensation earned to date, prior to the Client's Next Scheduled Payroll.

3.3 Dayforce Accounts. In order to participate in the Dayforce Card Program, an Employee must enter into an Accountholder Agreement directly with the Issuing Bank. The Parties acknowledge and agree that the Dayforce Accounts are "payroll card accounts" as defined in Regulation E (12 CFR Part 205). Monies payable to an Employee will be deposited into an omnibus account in the name of the Issuing Bank (and under the issuing Bank's tax identification number), for the benefit of all Accountholders. Employee rights and obligations with respect to the Dayforce Account will be established by, and subject to, the terms and conditions of the Accountholder Agreement made between the Employee and the Issuing Bank, and may be maintained by Employee after his / her employment with Client ends. Ceridian or the Issuing Bank may refuse to issue or distribute a Dayforce Account to any Employee for which Ceridian or the Issuing Bank has not been able to independently verify the identity of the Employee, or where Ceridian has determined, in its sole discretion (acting reasonably), that an Employee represents an unreasonable risk (e.g. the Employee appears on a prohibited persons list).

3.4 Client Covenants. Client covenants, represents and warrants as follows:

3.4.1 it will offer Dayforce Accounts in accordance with applicable law; and

3.4.2 it will not distribute Payroll to Employees via Dayforce Accounts without first providing each Employee a copy of the applicable Accountholder Agreement and the Dayforce Accounts Fees disclosure form;

3.4.3 it will distribute to Employees such other program compliance related materials as may be reasonably requested by Ceridian from time to time; and

3.4.4 it will not distribute any materials with respect to the Dayforce Card Program that are not approved by Ceridian in advance.

3.5 Responsibility for Cards. To the extent physical Cards are provided to Client, Client accepts full responsibility for such Cards while in its possession or control (including inventory tracking and management), and will comply with all Rules issued at the time of physical card implementation. Client shall notify Ceridian and/or Ceridian's designee immediately upon becoming aware of any loss, theft, unauthorized use or fraudulent use of Cards and shall be fully responsible for the unauthorized or fraudulent use thereof.

3.6 Program Audit Rights. Client agrees that Ceridian, the Issuing Bank, and regulatory authorities having jurisdiction over Issuing Bank or Ceridian, will have the right to audit and inspect Client's books and records related to the Dayforce Card Program and Client's performance of its obligations with respect thereto, including: (a) any of Client's records pertaining to the set-up of Employees for participation in the Dayforce Card Program; and (b) marketing materials related to the Program. In the event a communication from a governmental authority regarding the Dayforce Card Program is received: (1) by Client, Client will promptly notify Ceridian; and (2) reasonably cooperate with any such inquiry received by Client, Ceridian or the issuing Bank.

3.7 On-Demand Pay.

3.7.1 As and when requested (and initiated) by an Employee through the Software, Ceridian will cause Ceridian DF Licensing to make an Advance (to the Trust) in an amount not to exceed the Maximum Employee Advance, to be distributed by the Trust as follows:

(i) payment of Employee's net wages (or other compensation) earned into the Employee's Dayforce Account.

(ii) withholding, and paying when due, the tax liabilities (as described in Section 2.3.1 above) payable in respect of the Advance, to the Taxing Authorities; and

(iii) withholding, and paying when due, other applicable third party payments (as configured in the Software) payable in respect of the Advance (such as, by way of example only, garnishments), to the respective third parties.

For the avoidance of doubt, certain limits and restrictions with respect to Advances can be configured in the Software, but in no event will an Employee be permitted to receive an Advance in an amount greater than the Maximum Employee Advance.

3.7.2 The Advances will be made by Ceridian DF Licensing on an interest free basis, provided the Advances are repaid in full on the Next Scheduled Payroll from the Payroll Funds provided by Client for the Next Scheduled Payroll. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll. Ceridian reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, which will accrue from the date of default, at the interest rate as set forth in the Line of Credit Agreement.

3.7.3 Ceridian reserves the right to cease making Advances, in whole or in part, or to institute limits on the Advances, as it considers reasonable and prudent, at any time and from time to time, in its sole discretion. In this regard, Client acknowledges and agrees that while Ceridian (and Ceridian DF Licensing) may provide Advances under the Line of Credit Agreement initially without requiring security for the Line of Credit (by way of example only, during a pilot phase or initial roll out of the Dayforce Card Program), a priority security interest or other form of protection or assurance with respect to the Line of Credit will be required from Client when the On-Demand Pay feature is used by more Employees and / or the aggregate amount of the Advances exceeds the limits established by Ceridian where security is required, in its sole discretion.

3.7.4 In order to facilitate the Advances contemplated in connection with On-Demand Pay, Ceridian has arranged for its Affiliate, Ceridian DF Licensing, to provide Client a short term credit facility, on the terms and conditions as set forth in the Line of Credit Agreement. The Advances to be made by Ceridian DF Licensing under the Line of Credit will be provided directly to the Trust, to be distributed as set forth in Section 3.7.1 above, for and on behalf of the Client. **BY EXECUTING AN ORDER FORM SUBSCRIBING FOR THE DAYFORCE WALLET, IN ADDITION TO AGREEING WITH CERIDIAN TO THE TERMS OF THIS SECTION 3, CLIENT IS ALSO AGREEING WITH CERIDIAN DF LICENSING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THE LINE OF CREDIT AGREEMENT.** Access to the On-Demand Pay feature of the Dayforce Card Program, and the obligation of Ceridian to cause Advances to be made, is subject to Client agreeing to, and complying at all times with, the terms and conditions of the Line of Credit Agreement.

3.8 Contact with Employees. Client acknowledges and agrees that Ceridian (and / or the Issuing Bank, as applicable) may directly contact Employees as reasonably required in connection with the Dayforce Program, including: to provide additional information about features and functionality associated with the Dayforce Card Program; requesting information required to set up or maintain a Dayforce Account or Card, including verification of identity; provide support for Employees in connection with the Dayforce Card Program; and otherwise as reasonably required to meet its obligations to Client and the Employees in connection with the Dayforce Card Program.

3.9 Right to Change or Discontinue the Program. The Dayforce Card Program may be modified, suspended or discontinued by Ceridian at any time or from time to time, including as necessary to remain compliant with the Rules.

4. ADDITIONAL PROVISIONS

4.1 Client's Acknowledgement Regarding Trust Funds. Ceridian has established and shall maintain the Trust for the purpose of holding and keeping Funds and other trust funds received from its clients separate from Ceridian's own property. For clarity, the principal amount of the Funds received by Ceridian from Client shall at all times while in the possession or control of Ceridian, be held in the Trust. Client acknowledges that Ceridian is entitled to invest monies held by the Trust in accordance with the investment guidelines established from time to time by Ceridian, and that Ceridian, in its own capacity, is entitled as income beneficiary to all income and gains derived or realized from such investments and is not accountable to Client, the Employees, or any other person for such income or gains. The Trust is entitled to pledge such investments for borrowings of the Trust to facilitate the Payments, rather than converting the investments into cash. Notwithstanding any limitation of liability contained in the MSA, Ceridian shall fully and completely indemnify and save Client and Client's Affiliates harmless from and against any and all loss of any portion of the principal amount of the Funds (including any losses of principal resulting from the investment of the Funds) caused by Ceridian, to the extent such Funds were actually received by Ceridian.

Appendix A**Dayforce Card Program - Line of Credit Agreement**

This line of credit agreement ("*Line of Credit Agreement*") is made between Client and Ceridian Dayforce Licensing LLC ("*Ceridian DF Licensing*"), an Affiliate of Ceridian, as of the date of the Order Form signed by the Client subscribing for the Dayforce Card Program. Capitalized terms used herein are defined below.

RECITALS**WHEREAS:**

- A. Client and Ceridian HCM, Inc. ("*Ceridian*") have entered into (or are contemporaneously herewith entering into) the Ceridian HCM Agreement, pursuant to which the Parties agree that Ceridian will be providing Client with certain payroll processing services.
- B. Client is desirous of its Employees having access to Advances under the On-Demand Pay functionality offered by Ceridian under the Agreement.
- C. In order to facilitate the Advances contemplated in connection with On-Demand Pay, Ceridian has arranged for its Affiliate, Ceridian DF Licensing, to provide a short term credit facility to Client, on the terms and conditions as set forth in this Line of Credit Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Line of Credit Agreement, Client and Ceridian DF Licensing agree as follows:

1. CAPITALIZED AND DEFINED TERMS; INCORPORATION OF TERMS

- 1.1. Incorporation of Terms.** This Line of Credit Agreement is entered into between Client and Ceridian Dayforce Licensing, in connection with the Ceridian HCM Agreement. In this regard, the Parties agree that the terms and conditions of the Master Services Agreement shall also apply to this Line of Credit Agreement, and are incorporated herein by reference; provided, however, that Section 8 (Limitation of Remedies) or any other similar provision of the Master Services Agreement limiting a party's liability to a multiple of the Fees paid by the Client thereunder, shall not apply to this Line of Credit Agreement. In the event of any conflict between the terms of the Master Services Agreement and the terms of this Line of Credit Agreement, the terms of this Line of Credit Agreement will prevail. All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Ceridian HCM Agreement. In this regard, and for ease of reference, certain terms defined in the Ceridian HCM Agreement which are applicable to this Line of Credit Agreement, have been reproduced below, together with additional defined terms used herein.
- 1.2. Defined Terms.** As used herein:
 - 1.2.1. "Advance"** means any advance of monies made by Ceridian DF Licensing to the Trust, on behalf of the Client, in connection with and to fund On-Demand Pay, including:
 - 1.2.1.1. On-Demand Pay amounts deposited into Dayforce Accounts;
 - 1.2.1.2. applicable source deductions payable to Taxing Authorities in respect of Advances made to Employees; and
 - 1.2.1.3. payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances made to Employees, including garnishments and benefit premiums;
 - 1.2.2. "Ceridian HCM Agreement"** means the written agreement between Client and Ceridian pursuant to which Client engaged Ceridian to provide Client with certain payroll processing services, the details of which are known to the parties. The terms and conditions applicable to such agreement are set forth in an Order Form, together with the various terms and conditions incorporated therein by reference, including a Master Services Agreement, Service Particulars, Statement(s) of Work and other applicable documents and funding authorizations;
 - 1.2.3. "Ceridian DF Licensing"** means Ceridian Dayforce Licensing LLC, an Affiliate of Ceridian, licensed to provide the Advances contemplated for On-Demand Pay;
 - 1.2.4. "Dayforce Account"** means a Ceridian designated prepaid account established by an Employee with the Issuing Bank, into which Ceridian may distribute Payments (on behalf of the Client) to the Employee;
 - 1.2.5. "Dayforce Card Program"** means, collectively, the overall program whereby Payments are made to the Dayforce Accounts, and (if made available by the Client) Employees may request advance payments of their wages or other compensation through On-Demand Pay, all as more particularly described in the Ceridian HCM Agreement;
 - 1.2.6. "Issuing Bank"** means the bank with which Ceridian has contracted to issue the Dayforce Accounts and Cards;
 - 1.2.7. "Line of Credit Agreement"** means this Line of Credit Agreement;
 - 1.2.8. "Master Services Agreement"** means the written Master Services Agreement comprising part of the Ceridian HCM Agreement, and any schedules, appendices or other attachments thereto;
 - 1.2.9. "Maximum Credit Limit"** has the meaning set forth in Section 2.1.2 below;
 - 1.2.10. "Maximum Employee Advance"** means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request;
 - 1.2.11. "Next Scheduled Payroll"** means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;
 - 1.2.12. "On-Demand Pay"** means, where made available by Client to its Employees, the feature of the Dayforce Card Program whereby Ceridian (through Ceridian DF Licensing, under the Line of Credit Agreement) makes available to an Employee, an advance of net earned wages (or other earned compensation) prior to the Next Scheduled Payroll, by payment of such net earned amounts into the Employee's Dayforce Account; and
 - 1.2.13. "Prime Rate"** means the annual rate of interest announced from time to time by Ceridian's primary financial institution as a reference rate then in effect for determining interest rates on U.S. dollar commercial loans in the United States.

2. TERMS OF ADVANCE

2.1. Advances. Ceridian DF Licensing agrees to provide short term credit facility to Client, by way of Advances to be made to the Trust on behalf of Client to facilitate the On-Demand Pay requests, in accordance with the following:

2.1.1. Employee Advances. As and when requested by Ceridian (as initiated by an Employee through the Software), Ceridian DF Licensing will make an Advance to the Trust up to the Maximum Employee Advance, for and on behalf of the Client, for distribution to the Employee and others by the Trust as contemplated under the terms of the Dayforce Card Program. Each Advance processed by Ceridian DF Licensing will be considered an Advance at the end of the Business Day on the date of processing of the Advance.

2.1.2. Client Advance Limits and Restrictions. Ceridian DF Licensing reserves the right, in its sole and absolute discretion, to institute a maximum dollar amount (the "*Maximum Credit Limit*"), or to impose other restrictions or limits on the Advances to be made on behalf of the Client to its Employees hereunder. The Maximum Credit Limit and other restrictions and limits are subject to review and revision by Ceridian DF Licensing from time to time, with any such change to be communicated to Client in writing no less than one Payroll period in advance. In addition, this Line of Credit Agreement may be temporarily suspended from time to time, or terminated by Ceridian DF Licensing at any time, in each case in Ceridian DF License's sole discretion.

2.1.3. Due Diligence. Prior to the initial Advance and periodically thereafter, Ceridian DF Licensing may conduct due diligence to determine Client's eligibility to participate in the On-Demand Pay program. Client agrees to provide Ceridian DF Licensing with reasonable access to information as reasonably requested from time to time to evaluate Client's suitability for participation in the On-Demand Pay program, or to establish or review limits imposed on the Advances.

2.2. Notice of Client Default. Client agrees to immediately notify Ceridian DF Licensing upon becoming aware of the existence of any condition or event which with the lapse of time or failure to give notice would cause Client to be in breach of its obligations under this Line of Credit Agreement, including the ability to repay outstanding Advances. Such written notice will specify the nature and period of the existence of such condition or event, and any action which Client is taking or propose to take with respect thereto.

3. REPAYMENT

3.1. Repayment of Outstanding Advances. Client agrees to repay all outstanding Advances in full on the Next Scheduled Payroll, from Funds provided in the ordinary course by Client for the Next Scheduled Payroll, or such other payment method as agreed upon by Ceridian or Ceridian DF Licensing. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll. Ceridian DF Licensing reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, with interest accruing from the date of default, at an interest rate equal to the Prime Rate plus two (2%) percent.

3.2. Client Breach. If Client fails to pay the full amount of all outstanding Advances on the Next Scheduled Payroll, Client agrees that Ceridian DF Licensing may:

3.2.1. immediately terminate Client's and/or its Employees' participation in On-Demand Pay;

3.2.2. subject to any right to notice of default and right to cure required by state law, declare all outstanding Advances immediately due and payable,

3.2.3. debit Client's bank account for all outstanding Advances;

3.2.4. exercise a right of offset against other Funds held in Trust on behalf of Client; and

3.2.5. pursue any and all other remedies available to it at law.

Client waives any and all defenses to liability under this Line of Credit Agreement other than payment in full.

3.3. Attorneys' Fees and Collection Costs. To the extent not prohibited by applicable law, Client shall pay Ceridian DF Licensing, on demand, any and all expenses, including, but not limited to, arbitration filing and other fees, collection costs, reasonable attorneys' fees, and all other expenses expended by Ceridian DF Licensing to obtain or enforce payment obligations of Client hereunder.

4. ADDITIONAL TERMS

4.1. Additional Assurance. Ceridian DF Licensing has agreed to provide an initial Line of Credit to Client, for the purposes Client's pilot participation in the On-Demand Pay Program, without requiring a security interest or other assurances of repayment of the Outstanding ODP amounts. However, the Parties acknowledge and agree that Ceridian DF Licensing shall have the right, in its sole discretion, to require that Client provide additional assurances to continue its participation in the On-Demand Pay Program as the number of potential Employees accessing funds through the On-Demand Pay Program increases, the potential dollar amount of the Credit Limit increases beyond the limit or threshold amount considered reasonable (in Ceridian's sole discretion) for an unsecured credit facility, or otherwise if Ceridian believes that the Client's ability to repay the Outstanding ODP amounts has deteriorated. Ceridian DF Licensing shall provide Client with notice of its intention to require such additional assurance, and the Parties will agree upon the nature and form of security to be provided, failing which Client's participation in the On-Demand Pay Program may be limited to the then current level (or such other limit as Ceridian considers reasonable in the circumstances for an unsecured facility) or terminated. By way of example only, the kinds of assurances reasonably acceptable to Ceridian DF Licensing, include the following: (i) granting Ceridian DF Licensing a security interest, (ii) providing Ceridian DF Licensing a letter of credit, (iii) pre-funding the Maximum Credit Balance or some other amount mutually agreed by the Parties, (iv) placing cash on deposit with Ceridian DF Licensing, or (v) revising the method and timing of funds transfer (e.g., requiring a drawdown wire to be processed at an earlier time than originally stipulated).

4.2. Transfer and Assignment. Ceridian DF Licensing reserves the right to sell, transfer, or assign all or any portion of its interest in this Line of Credit Agreement (including, without limitation, any amounts advanced hereunder from time to time) to another entity or person and Client hereby knowingly consents to such sale, transfer, or assignment. This Line of Credit Agreement, and the rights and obligations hereunder, may not be assigned by Client (including by operation of law) without Ceridian's prior written consent and any purported assignment in violation of the foregoing shall be void ab initio. For the avoidance of doubt, no such transfer or assignment shall be effective unless the assignee has agreed to be bound by the terms and conditions of this Agreement.

4.3. Term and Termination. This Agreement commences as of the Effective Date, and unless earlier terminated in accordance with the express terms hereof, will continue for so long as Ceridian continues to provide Client with the Dayforce Card Program Services under the Ceridian HCM Agreement. For the avoidance of doubt, this Line of Credit Agreement shall automatically terminate contemporaneously with the expiration or termination (for any reason) of the Ceridian HCM Agreement.

- 4.4. Breach, Default, and Termination.** Without limiting the generality of the application of the Master Service Agreement to this Line of Credit Agreement (as contemplated under Section 1.1 above), the parties agree that Section 3.2 (Termination) of the Master Services Agreement shall apply to this Line of Credit Agreement.

5. CLIENT'S REPRESENTATIONS AND WARRANTIES.

Client represents and warrants as follows on the date hereof and on the date any advance is made hereunder:

- 5.1. Formation.** Client is duly organized, validly existing, and in good standing under the laws of its state of incorporation and is duly qualified or licensed and in good standing to do business as a foreign entity in all jurisdictions in which Client does business.
- 5.2. Client's Authorization.** The execution, delivery and performance by Client of this Line of Credit Agreement are within Client's powers, have been authorized by all necessary corporate action and do not and will not contravene Client's Articles of Incorporation or Bylaws, violate any provision of law or result in a breach of or default under any other Line of Credit Agreement to which Client is a party, including any other financing agreements.
- 5.3. Litigation.** There is no pending or threatened action, claim, investigation, lawsuit or proceeding affecting Client before any court, governmental agency, arbitrator or arbitration panel, which if decided adversely to Client would have a material adverse effect on the financial condition or operations of Client.
- 5.4. Valid Obligations.** This Line of Credit Agreement when delivered hereunder will be legal, valid and binding obligations of Client, enforceable against Client in accordance with their respective terms.
- 5.5. Taxes.** Client (i) has filed all tax reports and returns, if any, required to be filed, including but not limited to reports and returns concerning income, franchise, employment, sales and use, and property taxes; (ii) has paid all of its tax liabilities, if any, which were due on or prior to the date hereof; and (iii) is not aware of any pending investigation by any taxing authority nor of any pending assessments or adjustments which would materially increase its tax liability.
- 5.6. Solvency.** Client is not in default under any agreement by which it has obtained the right to make and sell any of the services or other products sold and/or provided by it. Client represents that as of the date of this Line of Credit Agreement (i) Client has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently, (ii) Client is solvent and not contemplating any insolvency or bankruptcy proceeding, (iii) during the four (4) months preceding the date hereof, Client has not discussed with or among Client's management, counsel, or any other advisor or creditor, any potential insolvency, voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors with respect to Client and no such action or proceeding has been filed or is pending, and (iv) no eviction or foreclosure is pending or threatened against Client.
- 5.7. Business Information.** All information (financial and other) provided by or on behalf of Client to Ceridian and Ceridian DF Licensing in connection with the execution of or pursuant to the Ceridian HCM Agreement and this Line of Credit Agreement and during the term of this Line of Credit Agreement is and will be true, accurate and complete in all respects.

6. GENERAL PROVISIONS

- 6.1. General Provisions of the Master Services Agreement Apply.** Without limiting the generality of the application of the Master Service Agreement to this Line of Credit Agreement (as contemplated under Section 1.1 above), the parties agree that Section 13 (General) of the Master Services Agreement shall apply to this Line of Credit Agreement.
- 6.2. Survival of Repayment Obligations.** Notwithstanding anything herein or in the Master Services Agreement to the contrary, Client's obligation to repay all Advances in full shall continue in full force and effect until all such Advances have been paid in full, notwithstanding the expiration or termination of this Line of Credit Agreement or the Ceridian HCM Agreement. Any Section herein that, by its terms, suggests survival beyond termination hereof, shall so survive until the natural expiration thereof.



SERVICE PARTICULARS DAYFORCE ANCILLARY SERVICES TERMS

(APPLICABLE TO THOSE ANCILLARY SERVICES PURCHASED BY CLIENT AS REFLECTED IN THE ORDER FORM)

Ceridian makes available certain ancillary services for use in connection with the Dayforce Services. Client may elect to use the following ancillary services at any time throughout the Service Term, at the then current Fee charged by Ceridian for such ancillary services (as set forth in the Order Form and/or Rate Sheet, as applicable). All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA) or the Dayforce General Terms (the Service Terms applicable to all Dayforce bundles), as applicable.

1. INSIGHTS Conference Discounted Annual Pass (the "Pass"). For each annual Pass Fee paid, Client will be entitled to send one representative to the annual INSIGHTS conference. This Fee covers admission to the conference and all sponsored events ordinarily included with such Fee (see INSIGHTS brochure for more details). Should INSIGHTS Plus be chosen, the Fee covers the aforementioned admission as well as Client's access to the hands-on lab sessions offered. Client will be responsible for all travel, accommodations and other expenses incurred. The first year's Fee will be invoiced upon signing this document and payable in accordance with the payment terms for Client's other Services. Client will automatically be renewed to attend the conference each year of the Service Term, for the Fee set forth in the Order Form (which Fee may be increased by Ceridian each year by written notice to Client). The Pass will subsequently be billed each year of the Service Term one (1) year from the date of the original Pass invoice. If the Pass is cancelled sixty (60) days prior to the conference, a refund of the Pass Fee, minus an administrative fee (\$150 USD / \$195.00 CAD / £112.50 / €135.00 / \$220.50 AUD / \$232.50 NZD / \$201 SGD) (the "Insights Administrative Fee") will be provided to Client. If the Pass is cancelled within 59 days of the conference, a refund of fifty (50%) percent of the Pass Fee, minus the Insights Administrative Fee will be provided to Client. Client acknowledges that the Pass is valid only for the year it is administered and cannot be used for subsequent years of the Service Term.

2. Unemployment Compensation (Available in the United States only). Ceridian will become the "address of record" on behalf of Client to ensure the appropriate unemployment compensation forms are delivered on behalf of Client, and determine (in consultation with Client) whether or not unemployment claims should be protested and provide consultation on unemployment appeals and hearings. Ceridian will also verify unemployment rates and charges, protest invalid charges, verify annual unemployment tax rate assessment, calculate voluntary contributions when applicable and provide quarterly management reports. Client will deliver the required information in time for Ceridian to complete such services in accordance with the mutually agreed upon processing schedule, and will be solely responsible for the accuracy of all data and information furnished to Ceridian.

3. Block of Hours. Client may purchase a block of hours for Professional Services (as defined below) at a discounted hourly rate for use within a twenty-four (24) month period, effective upon project kick-off of Implementation Services (or upon signing of subsequent Order Forms). The Fees associated with the Professional Services set forth in the Order Form will be invoiced and payable on a monthly basis, based on actual hours worked, with any balance invoiced upon expiration of the 24-month period. Any Professional Service hours remaining at the end of said 24-month period will lapse and cannot be carried over to the following year. The discounted hourly rate shall apply to additional Professional Services hours upon Client's request during said 24-month period. Once the 24-month period has lapsed, additional hours will be subject to Ceridian's then current rate. If Client terminates the Professional Services for any reason, any remaining outstanding balance will be payable immediately. Client assumes all responsibility for determining the appropriate number of Professional Services hours it will require. While Ceridian provides historical or industry data as context for Client, Ceridian cannot be held liable for over or under estimation of hours Client may need pursuant hereto. In the event Client purchases an additional block of hours while hours remain on an existing block of hours, any inflight projects and any new Client requests for Professional Services will be applied against the existing block of hours until the project is completed (even after the block of hours is exhausted). Once the existing block of hours is exhausted, any new Client requests for Professional Services will be applied against the new block of hours. For the purposes of this section, "Professional Services" is for-fee work performed by Ceridian's Professional Services Team, as determined by Ceridian, which includes projects performed to complement, enhance, or modify Client's configuration and/or data to meet Client's current or future business needs.

4. Additional Environments. For purposes of conducting ongoing configuration activities in a non-production environment, Ceridian will provide Client with access to the number of additional non-production environments set forth in the Order Form. One Time Fees will be invoiced upon environment availability and Recurring Fees will be invoiced and payable monthly, commencing upon environment availability. Client may cancel an additional non-production environment without an applicable Early Termination Fee upon thirty (30) days' prior written notice to Ceridian.

5. Language Packs. Language Packs shall be added to the Software. Through this feature, Ceridian, for any given language, will translate labels in the user interface (UI) and may translate all, some, or none of the Dayforce admin & user guides, release notes, and interface specifications.

6. Application Support – Premium. In addition to the standard support provisions set out in the Dayforce General Terms, Client shall receive the enhanced first response times and hours of first response for urgent matters, as set forth in the following table:

7. SEVERITY	DESCRIPTION	FIRST RESPONSE
Urgent	A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround	Within 1 hour (Monday to Sunday)
High	Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue	Within 4 business hours (Monday to Friday)

8. Dayforce Managed Garnishments (Available for United States clients only, including Employees in Canada of such clients).

8.1 Ceridian's Obligations. Ceridian shall: (i) receive wage garnishment order directly from Client or by Electronic Income Withholding Orders (e-IWO) via the department of Health and Human Services for child support orders; (ii) notify sender if the information that Ceridian has received is insufficient. Ceridian is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Services by Ceridian or for any errors that may occur in the event that Ceridian is not provided with the necessary information by Client in a timely manner; (iii) retain a copy of each order received, subject to Ceridian's data retention policies and as required to execute the Service; (iv) review, set-up, modify or terminate each garnishment in the payroll system as directed in the applicable wage garnishment order; (v) provide garnishment order information to impacted employees if required by applicable state laws; (vi) setup the required calculation method, target, goal, payee information and employee arrear amounts as required in the payroll system; (vii) ensure multiple employee garnishments are properly prioritized as per legislative requirements; (viii) configure garnishment administration fees as directed by the Client business rules; (ix) respond to Client requests regarding the appropriate wage garnishment deductions for bonuses and off cycle checks; (x) remit payment and required reporting to the appropriate payees as specified in the garnishment order; (xi) research and take action on any returned funds and determine if the employee or Client should be reimbursed for such funds; (xii) send notification to the originating party of the garnishment order stating that the payer is no longer an employee of the Client upon employee termination; (xiii) respond to routine agency interrogatories; (xiv) assist with management of garnishments pertaining to void and reissue of payroll checks; (xv) maintain garnishment rules in the system; (xvi) the Services do not include Ceridian appearing in court on behalf of Client or any activity that constitutes the practice of law. If legal representation of Client is required, Ceridian will furnish Client with the relevant wage garnishment data in Ceridian's possession to

support Client's efforts to comply with the request; and (xvii) upon termination of the Services, provide wage garnishment document images to Client at Ceridian's agreed rate as referenced in the Order Form.

8.2 Client's Obligations. Client shall: (i) submit a completed and signed e-IWO consent form listing each FEIN; (ii) assign a primary point of contact and designated alternate contact responsible for coordinating Service delivery; (iii) provide wage garnishment data including wage order details, wage garnishment amounts, payee addresses, bank account information, within the timeframes as required in respect of the Payroll data generally; (iv) except in the case of e-IWO, receive and retain the original wage garnishment orders and provide Ceridian a copy of wage garnishment orders via email or fax (not in paper form) or SFTP no later than three (3) Business Days after Client's receipt of such documents; (v) be responsible for the accuracy and completeness of wage garnishment orders and information provided to Ceridian; (vi) review garnishment reports to ensure receipt of all garnishments; (vii) notify Ceridian of any unscheduled and/or special payroll runs that will impact wage garnishments; and (viii) notify Ceridian three (3) weeks in advance of any bonus runs or lump sum payment to allow Ceridian adequate lead time to obtain agency direction for wage garnishment deductions from such payments. In the event Client business conditions do not allow adequate time for Ceridian to contact and receive a response from agencies regarding appropriate wage garnishment deductions, Ceridian will contact Client to approve the wage garnishment deduction amount and Client is solely responsible for the accuracy of the payroll deduction amount; any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment data received by Ceridian from Client or from Client's changed information or signature and documents in Client's possession that are not provided to Ceridian in a timely manner are Client's sole and exclusive responsibility.

8.3 Employee Contact Center (Dayforce Managed Garnishments). Upon Client request and for additional Fees, Ceridian will provide authorized Employees with contact center support via phone or email to answer questions concerning the Services. Queries from spouses or third parties will not be honored by Ceridian; the only exceptions being cases for powers of attorney and estates. The contact center will be available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time (excluding holidays).

9. Dayforce Technical Account Manager ("TAM") (Available in the United States, Canada, United Kingdom and Ireland). Client will be assigned a designated TAM to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Ceridian. The TAM does not provide legal or tax advice.

10. Dayforce Technical Account Manager – Additional (Available in the United States, Canada, United Kingdom and Ireland). Client will be assigned an additional designated TAM to service the region which Client's primary TAM does not service (either the United States / Canada or the United Kingdom / Ireland).

11. Dayforce Dedicated Technical Account Manager ("DTAM") (Available in the United States and Canada only). Client will be assigned a named DTAM, dedicated to Client, to serve as a technical advisory resource to Client commencing at the date Implementation Services are started (generally by way of a project kick off meeting), for purposes of assisting Client with best practices, pre-go live readiness, post-go live activities including adoption of the Software within its organization, providing ongoing support of Software release readiness, optimization and risk reviews, and technical governance between Client and Ceridian. The DTAM does not provide legal or tax advice.

12. Dayforce Education Services.

12.1 Dayforce Essentials (applicable when a Core Module is purchased). Ceridian will make a set of tools available for the purposes of creating and executing communication and go-live training plans. The tools include introductory role-based videos, sample email announcements, sample job aids, communication and training project plan templates, and videos that provide an introduction to Dayforce module functionality.

12.2 Dayforce MyPath. Ceridian will provide pre-built end-user training content accessible via the Dayforce application or loaded in Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids.

12.3 Dayforce MyPath Pro. Ceridian will provide pre-built training content accessible via the Dayforce application or loaded into Client's learning management system, as elected by Client, for an additional Fee. All users with access to the Dayforce application will have access to content during the subscription period which includes e-learning, student guides and job aids. Allows a single named user with an active subscription to author content.

12.4 Dayforce Education Package. Ceridian will provide a certain number of Live Memberships based on the Number of Employees (1-999 Employees – 3 Live Memberships; 1000–4999 Employees - 5 Live Memberships; 5000+ Employees – 10 Live Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Live Membership" and "Dayforce MyPath".

12.5 Dayforce Education Package Pro. Ceridian will provide a certain number of Live Memberships based on the Number of Employees (1-999 Employees – 3 Live Memberships; 1000–4999 Employees - 5 Live Memberships; 5000+ Employees – 10 Live Memberships). Client will be entitled to the Services set forth in the sections titled "Dayforce Live Membership" and "Dayforce MyPath Pro".

12.6 Dayforce Live Membership. For each Live Membership purchased, a single named member may attend any publicly scheduled training session offered to Dayforce clients or access recorded or self-paced content available through the Ceridian Education Center during the subscription period. Members must register their name and email address with Ceridian. Members must self-enroll using online registration tools. Membership can be transferred to a new user if the current member is no longer accessing the Dayforce application.

12.7 Instructor-Led Client Exclusive Training. Ceridian will provide instructor-led training delivered exclusively to the Client via onsite or virtual delivery. Standard Dayforce Education training environment and course materials will be used. Client will receive soft copy of course materials for distribution to participants and up to 12 participants may attend a session. Client can create a tailored agenda by selecting relevant course topics available in the standard course offerings.

12.8 Dayforce Custom Go-Live Training – Employee/Manager. Ceridian will provide go-live training for managers and employees, accessible via the Dayforce application. The course consists of custom-developed content (1-6000 Employees - 15 topics; 6001+ Employees - 25 topics; Retail sector (regardless of the Number of Employees) – 20 topics) using Client's configuration to cover unique business processes and standard content for core functionality being deployed. The content will be developed in one language (English). The content is relevant to employee or manager use of Dayforce and assumes one role each for manager and employee audiences. One day of instructor-led training or content walk-through to serve as Train-the-Trainer session is included (additional days may be purchased). Two review cycles are included: cycle 1 captures client feedback and cycle 2 validates that feedback from cycle 1 was properly implemented. Client must reserve 3 weeks for development following completion of UAT and integration testing, and will assume all risks (time delay and additional costs) associated with configuration changes.

12.9 Dayforce Custom Training – Other. Ceridian will provide custom training for defined Client users. The course consists of custom-developed content using Client's configuration to cover unique business processes and/or standard content repurposed to focus on core functionality being deployed. A quote setting out details of the training will be approved by the Client in advance of development and delivery of training.

12.10 Dayforce Reporting Workshop. Ceridian will provide a one-day assessment to evaluate Client's reporting requirements. The assessment includes an analysis of 3 to 5 reports, recommended reporting solutions, and assessment of Client reporting skillset. Client must provide detailed examples of required reports. Following the assessment, Ceridian will provide a two-day workshop to train/coach up to 3 Client representatives to develop reports as identified in the Reporting Assessment. Participants must meet knowledge and skill prerequisites as identified in the Reporting Assessment.

12.11 Dayforce Education Consulting Services. Ceridian will provide one-on-one informal training/coaching via onsite or virtual delivery (as purchased) on specific tasks/processes as identified by Client. The training/coaching is limited to tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates. Access to training environments or training manuals are not included. Participants must meet pre-requisite knowledge either through attending Dayforce training or equivalent work experience.

12.12 Dayforce Payroll Administrator Fast Start. Ceridian will work with Client to identify key processes and tasks that need to be completed to review and process pay, using Dayforce Payroll (does not apply to in-country payroll services). Through one-on-one coaching (up to 8 hours), Ceridian will provide an overview of fields on the HR record relevant for payroll and a walk-through of the pay cycle, basic payroll auditing reports, and processing pay. A recommendation will be made for additional training which is available on the Ceridian Education Center. Walk-through will use the Client's environment and standard Dayforce Education reference materials. Client resource is assumed to have payroll domain expertise and experience using payroll software. Services to be delivered virtually.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-772 A resolution authorizing acceptance of a grant award in the amount of \$29,069.76 from the Missouri Department of Public Safety, Blue Shield Program, for the purchase of law enforcement equipment and supplies.

Recommendations:

Council approval is recommended.

Background:

Executive Order 25-03, signed in January 2025, launched the Blue Shield Program to recognize local governments for their dedication to effective law enforcement and community safety. A Blue Shield designation highlights initiatives that enhance public safety, strengthen support for law enforcement, and build lasting partnerships with the community. Issuance of the Blue Shield designation enables law enforcement agencies to access specific state grant opportunities. The Independence Police Department applied for and was awarded Blue Shield status again this year, and subsequently applied for the Missouri Blue Shield Grant Award.

Notification has just been received that the Independence Police Department has been awarded a grant in the amount of \$29,069.76 through the Blue Shield Program that enables the department to purchase law enforcement equipment and supplies. The department plans to purchase a Microfilm Scanner for Records, FLIR Scout Thermal Imaging Cameras, a Cellebrite laptop, and supplies for community engagement and events.

The grant program runs from September 1, 2026, to May 15, 2027. There is no local match required.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is net zero in that \$29,069.76 will be received in grant revenue from the Missouri Department of Public Safety, and expenses will be made in the same amount within the Police Department's Grant Fund, 0154550-5313. Grant funding will be added to the budget in a separate supplemental appropriation ordinance.

Council Action:

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Council Resolution for 2027 MO Blue Shield Grant
2. SFY 2027 MBSGP Award Package - Independence PD

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN
THE AMOUNT OF \$29,069.76 FROM THE MISSOURI DEPARTMENT OF PUBLIC
SAFETY, BLUE SHIELD PROGRAM, FOR THE PURCHASE OF LAW
ENFORCEMENT EQUIPMENT AND SUPPLIES.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to participate as fully as possible in the programs sponsored by the Missouri Department of Public Safety which provides funding for various Law Enforcement efforts; and,

WHEREAS, the Independence, Missouri Police Department applied for and was awarded Blue Shield status through the Missouri Department of Public Safety, and;

WHEREAS, the City has been informed that \$29,069.76 is available to purchase law enforcement equipment and those funds have been made available through an Award of Contract; and,

WHEREAS, the City Council does wish to accept the grant and has concluded the Articles of Agreement and Special Conditions of the grant award can be met;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept and sign an Award Agreement from the Missouri Department of Public Safety in the amount of Twenty-Nine Thousand Sixty-Nine and 76/100 Dollars (\$29,069.76) to fund the purchase of law enforcement equipment and supplies, and to sign all necessary related documents; 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 this resolution in the judgment of the Council, is deemed to be of an urgent nature and that its immediate passage is necessary for the preservation of the public peace, property, health, safety and welfare of the residents of the City of Independence and should become effective immediately upon the date of its passage as the Missouri Department of Public Safety has asked for the return of the signed documents by October 1, 2026, to officially accept this grant award.

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

MIKE KEHOE
Governor

MARK S. JAMES
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: (573) 751-4905
Fax: (573) 751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

September 1, 2026

Troy Anderson, City Manager
Independence, Police Department
P.O. Box 1019
Independence, MO 64050

Re: SFY 2027 Missouri Blue Shield Grant Program (MBSGP) Award
Award Number: 2027-MBSGP-134

Dear Mr. Anderson:

Thank you for your application submission to the SFY 2027 Missouri Blue Shield Grant Program (MBSGP). Your application has been selected for funding in the amount of \$29,069.76.

Enclosed is the SFY 2027 MBSGP Award Agreement. The Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Award Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office via email no later than October 1, 2026.

The project period of performance for this award begins September 1, 2026 and ends May 15, 2027.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Alexandra Messina at 573-751-5289 or Alexandra.Messina@dps.mo.gov.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter".

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

AWARD AGREEMENT

DATE
09/01/2026
AWARD NUMBER
2027-MBSGP-134

RECIPIENT NAME Independence, Police Department		
ADDRESS P.O. Box 1019		
CITY Independence	STATE MO	ZIP CODE 64050
TOTAL AMOUNT OF STATE \$29,069.76		
PROJECT PERIOD FROM 09/01/2026	PROJECT PERIOD TO 05/15/2027	
PROJECT TITLE SFY 2027 MBSGP - Independence, Police Department	FUNDED BY Missouri Department of Public Safety/Office of Homeland Security	
METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement		

CONTACT INFORMATION

DPS GRANTS CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME	Alexandra Messina	NAME	Douglas Brinkley, Interim Chief of Police
E-MAIL ADDRESS	Alexandra.Messina@dps.mo.gov	ADDRESS	17221 E. 23rd St. S.
TELEPHONE	573-751-5289	CITY, STATE AND ZIP CODE	Independence, MO 64057
PROGRAM MANAGER	Joni McCarter	TELEPHONE	816-325-7271
		E-MAIL ADDRESS	dbrinkley@indepmo.org

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Missouri Blue Shield Grant Program (MBSGP) is to provide funding to support the Missouri Blue Shield Program. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect our cities and towns. This program acknowledges local governments for their commitment to support local law enforcement efforts.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Mark S. James, Director	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE

RECIPIENT AUTHORIZED OFFICIAL APPROVAL

TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL Troy Anderson, City Manager	
SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM SFY 2027 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Independence, Police Department
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1. **Allowable Costs:** The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the date identified in the "MBSGP Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.
2. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
3. **Award Document Changes:** In the event the DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
4. **Body Armor:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.
5. **Body Armor Policy:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
6. **Body-Worn Camera Policy:** The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
7. **Buy American:** The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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8. **Buy Missouri:** The recipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
9. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
10. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
11. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.
 - b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
12. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
13. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
14. **Discrimination in Public Accommodations:** The recipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
15. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if

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applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

16. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the recipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.

17. **Employment of Unauthorized Aliens:** Pursuant to [Section 285.530.1 RSMo](#), the recipient 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 recipient 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 are lawfully present in the United States.

18. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

19. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures if the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants.

20. **Fair Labor Standard Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the [Section 290.502 RSMo](#).

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21. **Federal Equitable Sharing Funds:** The recipient assures its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo, relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
22. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the award.
23. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.
24. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "MBSGP Notice of Funding Opportunity", the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.
25. **Grant Reporting:** Status reports are required to be submitted quarterly through the WebGrants system.
26. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines.
27. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. **Section 43.505 RSMo - Uniform Crime Reporting:** Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.
 - b. **Section 590.650 RSMo - Vehicle Stops Report:** Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in

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subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

- c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to [Section 590.1265 RSMo](#), each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.
 - d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to [Section 43.544.1 RSMo](#), each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by [Section 43.503 RSMo](#).
 - e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to [Section 590.030 RSMo](#), all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
 - f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to [Section 590.700.4 RSMo](#), each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.
28. **License Plate Readers (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples

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include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
29. **Lobbying:** The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
30. **Missouri Office of Homeland Security, Division of Grants Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS Grant programs.
31. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.
32. **Non-Disclosure Agreements:** The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this award, the recipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.
33. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
34. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
- a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
35. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the award was approved.
36. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes,

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FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

37. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
38. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:
- (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

39. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
40. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.
41. **Suspension/Termination of Award:** The DPS/OHS reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by

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giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the DPS/OHS, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the DPS/OHS may take action as deemed appropriate to recover any portion of the award funds, remaining or an amount equal to the portion of the award funds wrongfully used.

42. **Texting While Driving:** The DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
43. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-773 A resolution appointing Mayor Kevin King to the Audit and Finance Committee

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover

Lisa Reynolds

Susanne Holland

ATTACHMENTS:

1. Res. King 2026

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING MAYOR KEVIN KING TO THE AUDIT AND FINANCE
COMMITTEE.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 2746, passed on the 24th day of November, 1986, create the Audit and Finance Committee within and for the City of Independence, Missouri, said resolution also repealing Resolution No. 2312 and Resolution No. 2093; and,

WHEREAS, the City Council of the City of Independence, Missouri, did make certain changes to the provisions for the Audit and Finance Committee by the passage of Resolution No. 3168 on February 27, 1989, Resolution No. 3338 on December 19, 1989 and Resolution No. 5723 on January 3, 2012; and,

WHEREAS, the recall of Councilmember Perkins has created a vacancy; and,

WHEREAS, the City Council deems it advisable to appoint Mayor Kevin King because of their qualities of leadership, temperance, judgment, and interest in the area of assisting the external auditor and City Management Analyst in their work and to see that the best financial interest of the City are served; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the Audit and Finance Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Term Expiration</u>
Mayor Kevin King	6/30/2028

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 515 S. Powell Road from R-12/PUD, Two-Family Residential/Planned Unit Development, to R-A, Residential Agricultural. ***New Information Only.***

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 8-11-26 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, August 11, 2026, and by the Independence **City Council** at 6:00 p.m., Monday, September 21, 2026 at the Independence Municipal Commons, 20201 E. Jackson Drive, in Independence, Missouri on the following matters:

Case 26-100-08 – Rezoning – 515 S. Powell Road – A request to rezone the property from R-12/PUD (Two-Family Residential/Planned Unit Development) to R-A (Residential-Agricultural).

Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave – A request for a Special Use Permit to operate a tattoo shop.

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 21 day of July, 2026.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/ Contractor/MFD

Published in the Examiner,
Jul 25, 2026

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-089 **2R** An ordinance approving a rezoning from district R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural) for the property located at 515 S. Powell Road. **2R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 26-100-08, a request to rezone 515 S Powell Rd from R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural). A second was made by Commissioner Ferguson.

The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Absent
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural).

PROPERTY’S HISTORY:

The subject property was annexed into the City of Independence in 1963. When the City adopted its first Zoning Ordinance in 1965, the property was assigned an R-1 (Single-Family Residential) zoning classification. City records identify two subsequent development proposals for the site. In 1993, the City Council approved a mobile home park; later, in 2006, a duplex subdivision received approval. However, neither project was constructed, and the property has remained undeveloped since annexation.

PROPOSAL:

Future plans for the site include developing small-scale agricultural operations for personal use, including a greenhouse/high tunnel and associated storage structures.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject property is located on the east side of Powell Road, comprised of approximately 9.86 acres and is characterized by predominantly wooded areas, rolling terrain, and a southeasterly aspect.

CHARACTERISTICS OF THE AREA:

The surrounding area includes a diverse mix of land uses and zoning district classifications. Rural, large-lot residential properties are located to the west and north of the site. Tybrook Estates, a developing subdivision featuring a combination of single-family and two-family homes, is situated to the southwest. Industrial uses are concentrated near the intersection of Powell Road and Truman Road. Civic and public-service uses, including Fire Station No. 8, the Independence Animal Shelter, the Independence School District's bus depot, and the MCC Blue River campus, are located to the south.

Consistency with *Independence for All*, Strategic Plan:

Agriculture-based land use involves minimal development impacts, ensuring that the city will not take on long-term costs. The plan provides a goal to achieve livability, choice, access, health and safety through a quality-built environment and supports this request to operate a small-scale farm for personal use. The request is compatible with rural-residential development patterns in the area and is not expected to have negative impacts on the community.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a business park future land use classification for the subject site and surrounding properties. The business park land use category includes manufacturing, transportation and wholesale activities, office and research facilities, and limited retail and services. Although not aligned with the business park future land use category, the proposed rezoning is supported by the comprehensive plan's policy to encourage adaptive reuse of vacant sites. The proposed rezoning maintains flexibility, preserves land, and allows the property to be used without the need for added infrastructure.

Sub-Area Plans:

The subject site is located within the Little Blue Valley Plan Area as indicated by Imagine Independence Comprehensive Plan 2040. The Little Blue Valley Plan establishes a goal for land use in the area to, "protect agricultural operations where property owners choose to continue production."

Zoning:

The current zoning district designation does not permit agricultural-related structures without establishing a permitted principal use (e.g. single-family or two-family dwelling). Rezoning the property to residential agricultural is appropriate for the applicant's proposal.

Public Utilities:

Water and electric utilities are available to serve the subject site. Private wastewater disposal systems (septic) may be utilized if needed.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The proposed rezoning is supported by the comprehensive plan's policy to encourage adaptive reuse of vacant sites. The proposed rezoning maintains flexibility, preserves land, and allows the property to be used without the need for added infrastructure.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The Little Blue Valley Plan establishes a goal for land use in the area to, "protect agricultural operations where property owners choose to continue production."

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The property is located in proximity to residential-agricultural zoning districts and rural, large-lot residential uses.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-A (Residential Agricultural) zoning classification is compatible with the existing character of the area.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

In R-A Districts, structures for agricultural use, including the storage of equipment, are permitted. In all other residential districts, this is not a permitted activity without a permitted principal use.

6. The length of time the subject property has remained vacant as zoned.

Available city and county records do not indicate the property has ever been developed.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property will not be developed as proposed by the applicant.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-100-08
2. Rezoning Staff Report-26-100-08
3. Cover Letter_Redacted
4. Application_Redacted

5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 08.11.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-12/PUD (TWO FAMILY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO R-A (RESIDENTIAL AGRICULTURAL) FOR THE PROPERTY LOCATED AT 515 S. POWELL ROAD.

WHEREAS, a request to rezone the property located at 515 S. Powell Road from District R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 11, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described property is hereby rezoned from District R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural) and shall be subject to the regulations of said district:

SOUTH ORCHARD HOME LOTS 42 & 43

SECTION 2. 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 is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 11, 2026

STAFF: Gabe Glaser, Planner

PROJECT NAME: Wysiwyg Agriculture

CASE NUMBER/REQUEST: **Case 26-100-08 – Rezoning – 515 S. Powell Road** – A request to rezone the property from R-12/PUD (Two-Family Residential/Planned Unit Development) to R-A (Residential-Agricultural)

APPLICANT: Ryan Jennings

PROPERTY LOCATION: 515 S Powell Rd

SURROUNDING ZONING/LAND USE:

North: R-12/PUD (Two Family Residential/Planned Unit Development)...Vacant Land
East: R-6 (Single-Family Residential)...Vacant Land
South: R-6 (Single-Family Residential)...Single Family Residence
West: R-A(Residential Agricultural)...Low Density Residential

PUBLIC NOTICE:

- Letters to property owners – July 23, 2026
- Public Notice published in the Independence Examiner – July 25, 2026
- Signs posted on property – July 23, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 8, 2026 and the public hearing/second reading on September 21, 2026

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to rezone the property from R-12/PUD (Two Family Residential/Planned Unit Development) to R-A (Residential Agricultural).

Current Zoning: R-12/PUD

Proposed Zoning: R-A

Current Use: Vacant Land

Proposed Use: Agricultural

Zoning History: 1965 – 1980: R-1 (Single-Family Residential)

1980 - 1993: R-1b (Single-Family Residential)

1993 – 2006: R-P-3-SU (Moderate-Density Residential Planned Special Use District)

2006 - Present: R-12/PUD (Two Family Residential/Planned Unit Development)

Property History:

The subject property was annexed into the City of Independence in 1963. When the City adopted its first Zoning Ordinance in 1965, the property was assigned an R-1 (Single-Family Residential) zoning classification. City records identify two subsequent development proposals for the site. In 1993, the City Council approved a mobile home park; later, in 2006, a duplex subdivision received approval. However, neither project was constructed, and the property has remained undeveloped since annexation.

Proposal:

Future plans for the site include developing small-scale agricultural operations for personal use, including a greenhouse/high tunnel and associated storage structures.

Physical Characteristics of Property:

The subject property is located on the east side of Powell Road, comprised of approximately 9.86 acres and is characterized by predominantly wood areas, rolling terrain, and a southeasterly aspect.

Characteristics of the Area:

The surrounding area contains a diverse mix of land uses and zoning district classifications. Rural, large-lot residential properties are located to the west and north of the site. Tybrook Estates, a developing subdivision featuring a combination of single-family and two-family homes, is situated to the southwest. Industrial uses are concentrated near the intersection of Powell Road and Truman Road. Civic and public-service uses, including Fire Station No. 8, the Independence Animal Shelter, the Independence School District's bus depot, and the MCC Blue River campus, are located to the south.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Agriculture based land use involves minimal development impacts, ensuring that the city will not take on long-term costs. The plan provides a goal to achieve livability, choice, access, health and safety through a quality-built environment and supports this request to operate a small-scale farm for personal use. The request is compatible with rural-residential development patterns in the area and is expected to have a positive impact to the community.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a business park future land use classification for the subject site and surrounding properties. The business park land use category includes manufacturing, transportation and wholesale activities, office and research facilities, and limited retail and services. Although not aligned with the business park future land use category, the

proposed rezoning is supported by the comprehensive plan's policy to encourage adaptive reuse of vacant sites. The proposed rezoning maintains flexibility, preserves land, and allows the property to be used without the need for added infrastructure.

Sub-Area Plans:

The subject site is located within the Little Blue Valley Plan Area as indicated by Imagine Independence Comprehensive Plan 2040. The Little Blue Valley Plan establishes a goal for land use in the area to, "protect agricultural operations where property owners choose to continue production."

Zoning:

The current zoning district designation does not permit agricultural-related structures without establishing a permitted principal use (e.g. single-family or two-family dwelling). Rezoning the property to residential agricultural is appropriate for the applicant's proposal.

Public Utilities:

Water and electric utilities are available to serve the subject site. Private wastewater disposal systems (septic) may be utilized if needed.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There is no capital projects planned for this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The proposed rezoning is supported by the comprehensive plan's policy to encourage adaptive reuse of vacant sites. The proposed rezoning maintains flexibility, preserves land, and allows the property to be used without the need for added infrastructure.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The Little Blue Valley Plan establishes a goal for land use in the area to, "protect agricultural operations where property owners choose to continue production."

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The property is located in proximity to residential-agricultural zoning districts and rural, large-lot residential uses.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-A (Residential Agricultural) zoning classification is compatible with the existing character of the area.

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**

In R-A Districts, structures for agricultural use, including the storage of equipment, are permitted. In all other residential districts, this is not a permitted activity without a permitted principal use.

6. **The length of time the subject property has remained vacant as zoned.**

Available City and County records do not indicate the property has ever been developed.

7. **The extent to which approving the rezoning will detrimentally affect nearby properties.**

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

If rezoning is denied, the property will not be developed as proposed by the applicant.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map

WYSIWYG Industrial
Ryan Jennings



June 19, 2026

City of Independence
Attention: Community Development Director

RE: Rezoning Request – 515 S. Powell Road, Independence, MO 64056

Dear Community Development Director,

I am requesting the rezoning of my property located at 515 S. Powell Road, Independence, Missouri, from Multi-Family to Residential Agriculture.

The property was vacant when I acquired it and is being developed for agricultural use. Specifically, the request will legalize a partial gravel driveway and allow construction of an agricultural storage building prior to the construction of a principal residential structure.

I have established the property as a farm through the USDA and have obtained a Federal Farm Number. My plans include the future addition of a produce-bearing greenhouse/high tunnel operation, along with the equipment, tools, and supplies necessary to support those agricultural activities.

The Residential Agriculture designation is a better fit for the property's intended use and will support responsible agricultural development moving forward.

Thank you for your consideration. I appreciate your review of this request and am available to provide any additional information as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Jennings', written over a light blue horizontal line.

Ryan Jennings
Property Owner

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: WYRIWYG Agriculture

Parcel #: #17-900-03-08-00-0-000 000

Project Address/Location: 515 S. Russell Independence MO 64056

Sq. Ft. of Building: R-12/PUD Acreage: 9.86 Number of Lots/Tracts: 1 Steam Buffer (Yes or No): Agricultural

Existing Zoning: R-12/PUD Proposed Zoning: R-A Existing Land Use: Vacant Proposed Land Use: Agricultural

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 <u>Ryan Jennings</u> Name Company <u>64056</u>		Owner <u>Ryan Jennings</u> Name Company <u>64056</u>	
Phone <u>[Redacted]</u>		Email <u>[Redacted]</u>	
Architect/Engineer/Surveyor/Other: _____ Name Company _____ Address _____ Phone Email _____		Architect/Engineer/Surveyor/Other: _____ Name Company _____ Address _____ Phone Email _____	

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature: [Signature] Date: 6-22-26
 Owner's Signature: [Signature] Date: 6-22-26

Property Owner Notification Letter

City of Independence, Missouri

Date: 7-23-26

Case No. 26-100-08

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: Multi Family

To: Residential Agriculture for a Produce Bearing High Tunnel/Greenhouse

Applicant: Ryan & Andy Jennings

Location of Property: 515 S. Powell Rd Indy MO 64056

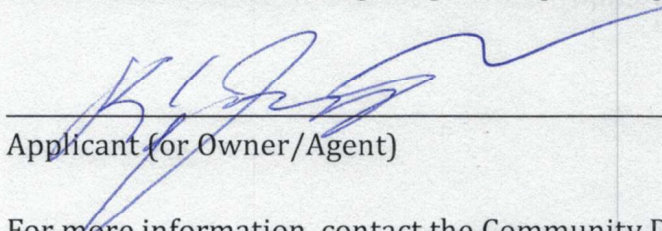
Planning Commission Meeting Date: Aug 11, 2026, at 6:00 p.m.

City Council Meeting Date: Sept 21, 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.


Applicant (or Owner/Agent)

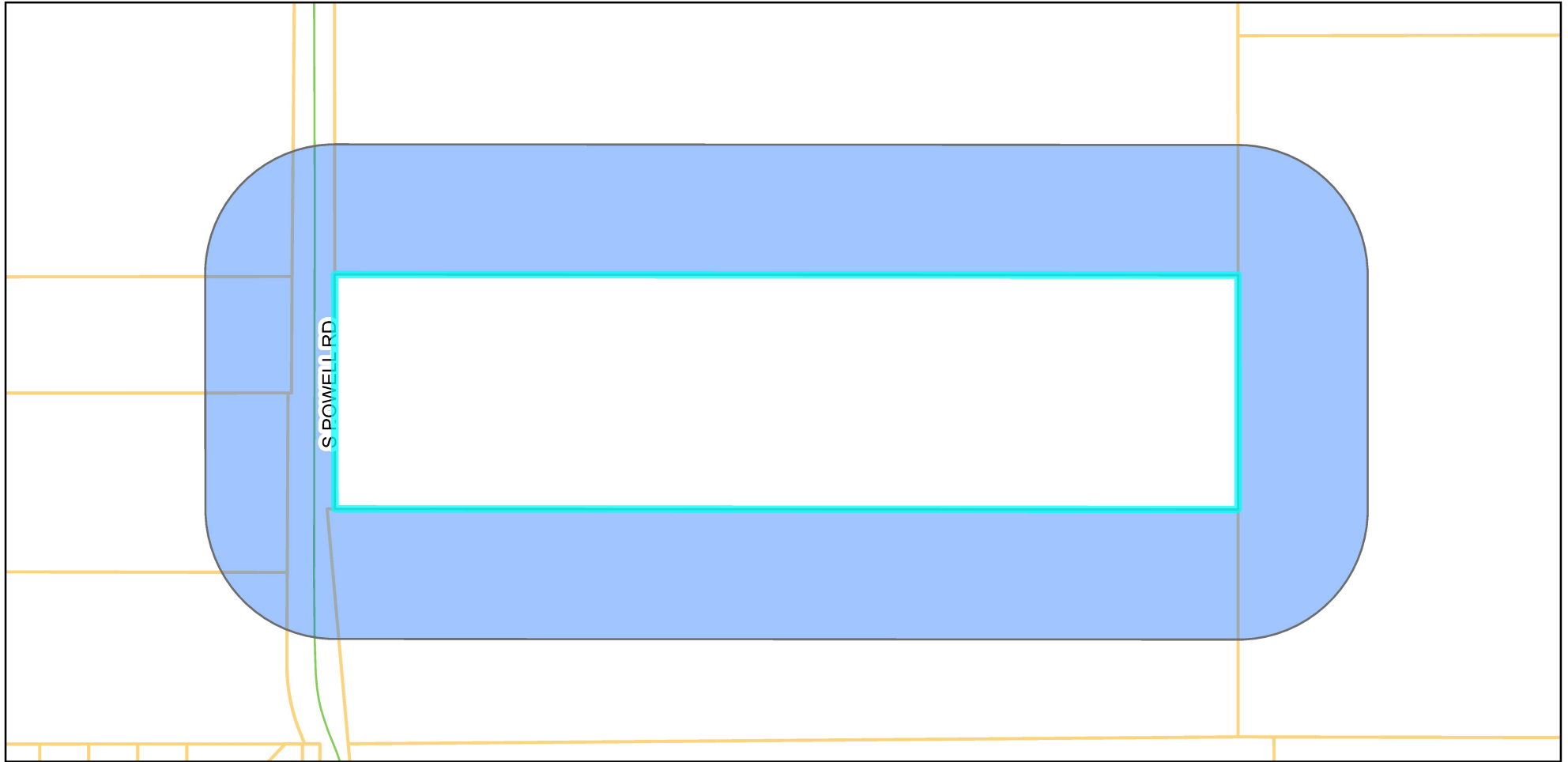
For more information, contact the Community Development Department at 816-325-7421.

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
16-700-01-15-00-0-00-000	401 S JONES RD	BEYOND THE HORIZON LLC	214 S SPRING ST	INDEPENDENCE	MO	64050
16-700-04-08-00-0-00-000	512 S POWELL RD	ENGLAND DOUG & BRENDA	512 S POWELL	INDEPENDENCE	MO	64056
16-700-04-05-00-0-00-000	500 S POWELL RD	HUFFT PENNY M (BINGER)	500 S POWELL RD	INDEPENDENCE	MO	64056
16-700-04-09-00-0-00-000	516 S POWELL RD	MALLET-JENNINGS BRADEN MICHAEL	516 S POWELL RD	INDEPENDENCE	MO	64056
17-900-03-08-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	ROBINSON REMODELING LLC	500 SE OAK RIDGE DR	OAK GROVE	MO	64075
17-900-03-09-00-0-00-000	521 S POWELL RD	SCHRIER PAUL E & SUSAN E	521 N POWELL RD	INDEPENDENCE	MO	64056
17-900-03-05-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	CITY OF INDEPENDENCE	INDEPENDENCE MUNICIPAL COMMONS 20201 E. JACKSON DRIVE	INDEPENDENCE	MO	64057
17-900-03-02-02-0-00-000	421 S POWELL RD	POSADAS MARLON A & LIZA	1204 N SIOUX CT	INDEPENDENCE	MO	64056

Notification Area Map

515 S Powell Rd

Case #26-100-08



 Notification Area  Parcels

Prepared For: Planning Commission
Meeting Date: August 11, 2026



Property Owner Notification Affidavit

STATE OF MISSOURI

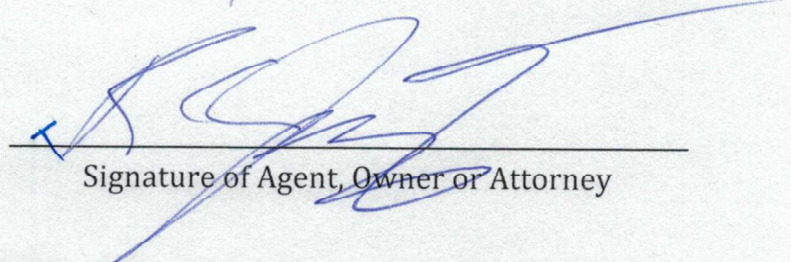
COUNTY OF JACKSON

Case No. 26-100-08

I, x Ryan Jennings, of lawful age being first duly sworn upon oath, state:

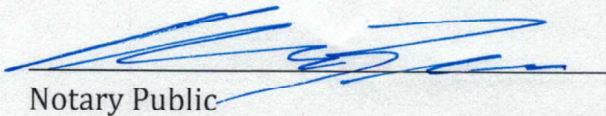
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 23 day of July, 2026.



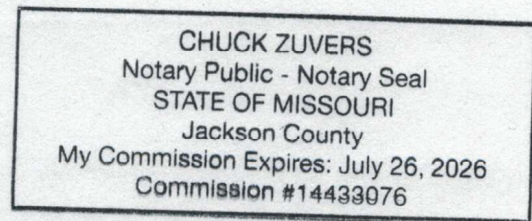
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23rd day of July, 2026.



Notary Public

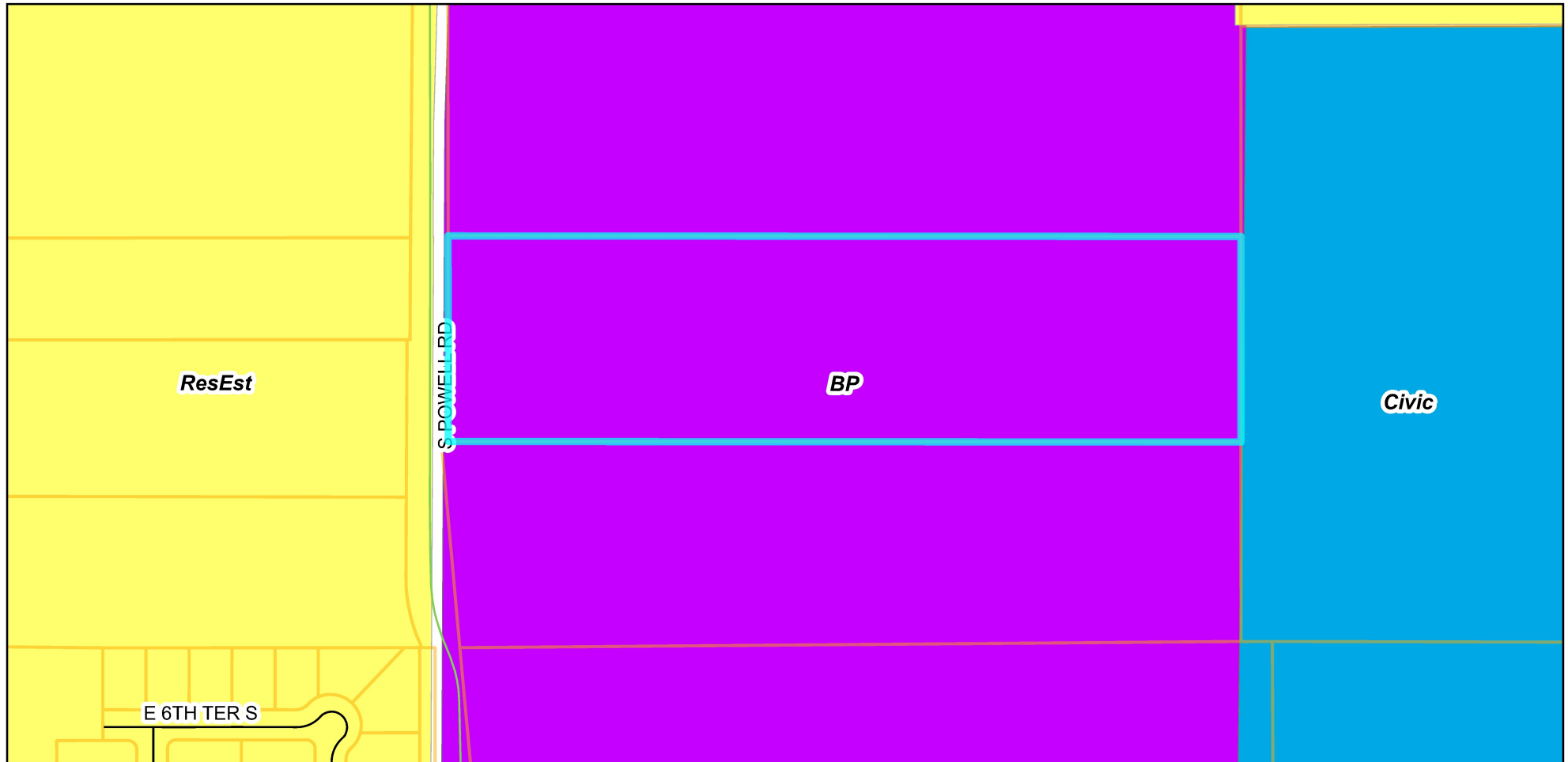
Commission Expiration Date



Comprehensive Plan

515 S Powell Rd

Case #26-100-08



Parcels

Comprehensive Plan

Residential Neighborhoods

Business Park

Civic / Public

0 125 250 500 US Feet

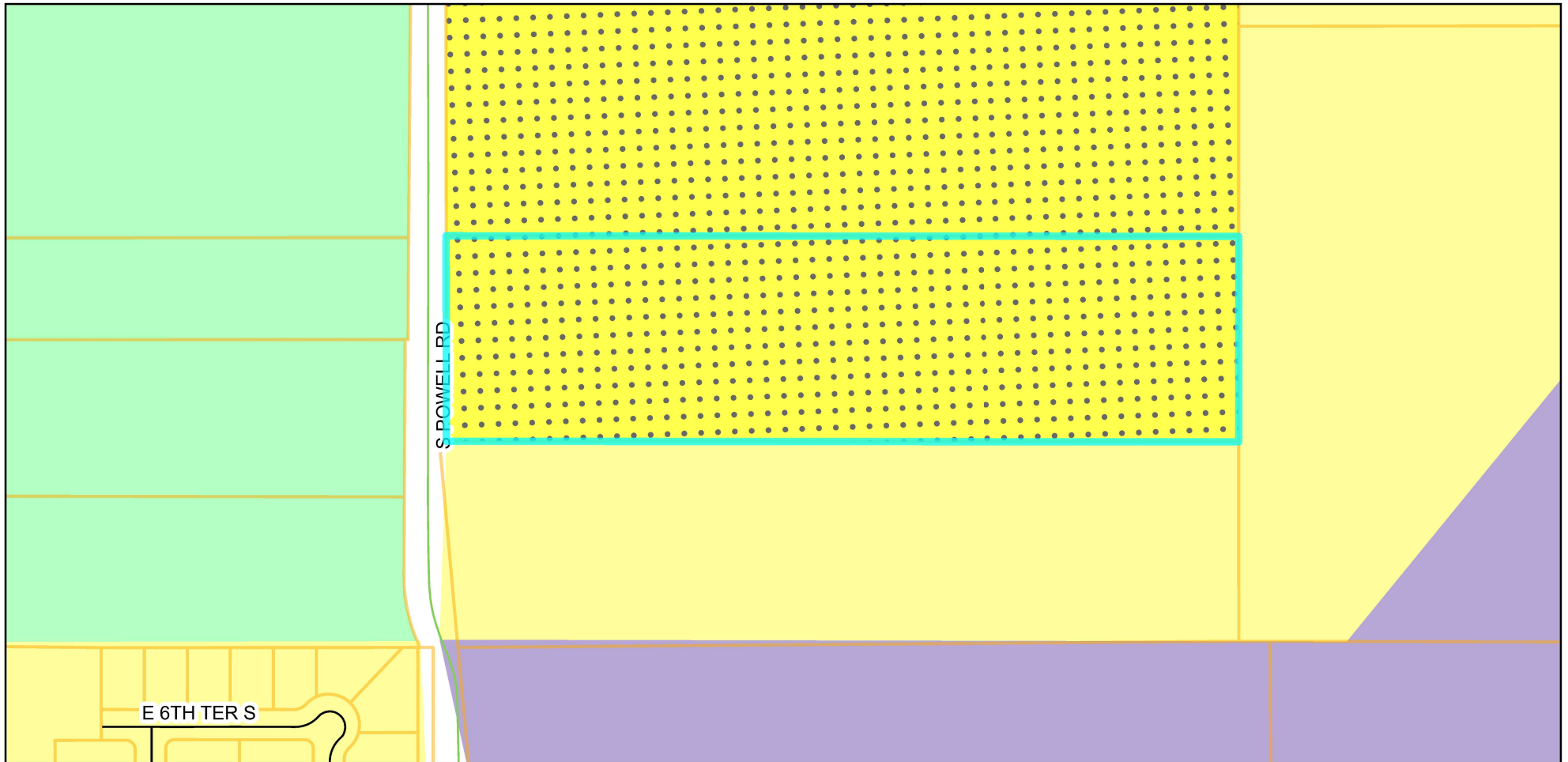
Prepared For: Planning Commission
Meeting Date: August 11, 2026



Zoning Map

515 S Powell Rd

Case #26-100-08



Parcels
Zoning District
I-1

R-12/PUD
R-6
R-A

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: August 11, 2026





Planning Commission Minutes

August 11, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/11/2026 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, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Edward Nesbitt.

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 – July 28, 2026

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED – Staff requests this case be continued to the August 25, 2026 meeting.

1. **Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

Commissioner Michael Young made a motion to continue the case to August 25, 2026. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0,

Abstained 0.

OTHER BUSINESS

1. **Case 26-400-86 – Short-Term Rental – 16012 E 31st St 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

Carolyn Rosetti, 16012 E 31st Street S, appeared regarding her short-term rental request. She stated that the rental was initially intended for FIFA but continued after listing issues limited her bookings. She reported 17 days of successful rentals to five groups from Argentina and Ecuador. Ms. Rosetti clarified that only two bedrooms would be rented, with the third bedroom remaining an office. She also discussed measures taken to address the driveway, including temporary fencing and other barriers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-100-06 – Corrective Rezoning – 221 N. Crysler Avenue** – A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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.

Applicant Comments

Samuel Gouldsmith, 1519 N Seminal Dr, explained that increasing overhead and property maintenance costs, combined with the inability to refinance the property, had created a financial hardship. He stated that the rezoning would allow the property's zoning to reflect its current use, which was required by his lender.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-07 – Rezoning – 914 & 916 E. Frederick Street** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Joren Branstetter, 2003 N. Ponca Drive, stated he plans to construct two single-family homes on the property to be added to their rental portfolio. The proposed homes would be four-bedroom, two-and-a-half-bath, story-and-a-half homes on 50-foot-wide lots.

Mr. Glaser stated staff had no concerns with the rezoning and that the building permits are under review, contingent upon approval of the rezoning. He noted that 50-foot-wide lots are not uncommon in older areas of the City.

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 26-100-08 – Rezoning – 515 S. Powell Road** – A request to rezone the property from R-12/PUD (Two-Family Residential/Planned Unit Development) to R-A (Residential-Agricultural).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Mr. Glaser explained the rezoning to residential agriculture would allow agricultural structures, including the proposed greenhouse and storage building, without an existing residence on the property.

Applicant Comments

Ryan Jennings, 515 S. Powell Road, stated he plans to construct a greenhouse and storage building for agricultural use. He is applying for a State of Missouri cost-sharing program to assist with the greenhouse, with a portion of the produce to be donated to the community. He stated the produce would be grown organically and used personally or donated, not sold.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 25, 2026

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 221 N. Crysler Avenue from C-2, General Commercial, and R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 7-28-26 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, July 28, 2026, and by the Independence **City Council** at 6:00 p.m., Monday, September 21, 2026 at the Independence Municipal Commons, 20201 E. Jackson Drive, in Independence, Missouri on the following matters:

Case 26-100-06 –
Corrective Rezoning –
221 N. Chrysler Avenue
– A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Case 26-100-07 –
Rezoning – 914 & 916
E. Frederick Street – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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 8th

day of July, 2026.

Tom Scannell, Community
Development Director
The City of Independence,
Missouri is an Equal
Opportunity Employer/
Contractor/MFD

Published in the Examiner,
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-087 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-30/PUD (High Density Residential /Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 221 N. Crysler Avenue. **2R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of case 26-100-06, a request to rezone 221 N. Crysler Avenue from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential). A second was made by Commissioner Young.

The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Absent

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Property History:

The property was annexed in Independence in 1851. Jackson County records indicate the property was platted in 1886 as part of Vernon Place. Its current legal description is the south 50 feet, of the north 100 feet of the west 150 feet of Lot 2. Upon adoption of the Zoning Ordinance in 1965, the city assigned the C-2 (General Commercial) zoning district designation to the eastern portion of the parcel and R-4 (High Density Residential) zoning district designation to the western portion of the parcel. Since the adoption of the Zoning Ordinance, the parcel has been assigned a dual zoning district classification.

Proposal:

The applicant proposes to continue the current legal nonconforming single-family residential use on the property. The property's existing structure was constructed (and is still used) as a single-family residence.

Physical Characteristics of Property:

The subject property is approximately 6,970 square feet in size and its 1,037-square foot structure is residential in character. There is an accessory garage in addition to the principal residential dwelling. The existing residential home is bungalow in style with an enclosed front porch. An asphalt driveway provides access to Chrysler Avenue.

Characteristics of the Area:

The subject property is located between an automobile repair business on 23rd Street and a row of small bungalows along Chrysler Avenue. Across Chrysler Avenue to the west is Graceland College.

Consistency with *Independence for All*, Strategic Plan:

The proposed rezoning is supported by the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to preserve and stabilize existing residential neighborhoods.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a residential future land use classification for the parcel. This rezoning proposal is supported by Imagine Independence 2040's guiding principle to preserve and stabilize existing residential neighborhoods.

Sub-Area Plan:

The subject site is located within the Downtown Redevelopment Area plan (not to be confused with the Square Area Plan). The proposed rezoning conforms with the plan's effort to preserve existing single-family residential neighborhoods.

Zoning:

The subject property does not conform with its zoning district designation being single-family residential is use. The home was constructed prior to the adoption of the Zoning Ordinance and the end of pyramid zoning in 1980 that created the legal nonconforming status. The proposed rezoning would ensure the continued use of the home as constructed.

Public Utilities:

All public utilities are already in place in nearby easements and rights-of-way.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions residential uses for the area.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is located within the Downtown Redevelopment Area (not to be confused with the Square Area Plan). The proposed rezoning conforms with the plan's effort to preserve existing single-family residential neighborhoods.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The predominant zoning district classification within this area is R-30/PUD. The proposed R-6 zoning is compatible with the use of nearby properties.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the existing character of the area.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The subject site historically has been occupied as a single-family residence. Rezoning the property to R-6 will eliminate a legal nonconformity that makes financing the existing residence difficult.

6. The length of time the subject property has remained vacant as zoned.

The subject site has been used as single-family residence for decades.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits with the uses and character of the surrounding neighborhood.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owner will have difficulty refinancing his property.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CD.Draft Ordinance 26-100-05
2. Rezoning Staff Report-26-100-06
3. Cover Letter
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Notification Affidavit
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 08.11.26

BILL NO. _____

ORDINANCE NO. _____

An ordinance approving a rezoning from District C-2 (General Commercial) and District R-30/PUD (High Density Residential /Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 221 N. Chrysler Avenue.

WHEREAS, a request to rezone the property located at 221 N. Chrysler Avenue from District C-2 (General Commercial) and District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 11, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described property is hereby rezoned from District C-2 (General Commercial) and District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (General Commercial) and shall be subject to the regulations of said district:

VERNON PLACE---S 50' OF N 100' OF W 150' OF LOT 2

SECTION 2. 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 is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 11, 2026

STAFF: Brian L. Harker, Planner

PROJECT NAME: 221 N. Crysler Avenue

CASE NUMBER/REQUEST: **Case 26-100-06 – Corrective Rezoning – 221 N. Crysler Avenue - A**
request to rezone property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

APPLICANT: Samuel Gouldsmith

PROPERTY LOCATION: 221 N. Crysler Avenue

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development)...auto repair
East: O-1 (Residential-Office)...duplex
South: C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development)...single-family
West: R-30/PUD (High Density Residential/Planned Unit Development)...college

PUBLIC NOTICE:

- Letters to property owners – July 22, 2026
- Public Notice published in the Independence Examiner – July 25, 2026
- Signs posted on property – July 23, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 8, 2026 and the public hearing/second reading on September 21, 2026

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Current Zonings: C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) **Proposed Zoning:** R-6 (Single-Family Residential)

Current Use: Single-Family Residential

Proposed Use: Single-Family Residential

Zoning History: 1965 - 2009: C-2 (General Commercial) and R-4 (High Density Residential)
2009 - Present: C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development)

Property History:

The property was annexed in Independence in 1851. Jackson County records indicate the property was platted in 1886 as part of Vernon Place. Its current legal description is the south 50 feet, of the north 100 feet of the west 150 feet of Lot 2. Upon adoption of the Zoning Ordinance in 1965, the city assigned the C-2 (General Commercial) zoning district designation to the eastern portion of the parcel and R-4 (High Density Residential) zoning district designation to the western portion of the parcel. Since the adoption of the Zoning Ordinance, the parcel has been assigned a dual zoning district classification.

Proposal:

The applicant proposes to continue the current legal nonconforming single-family residential use on the property. The property's existing structure was constructed (and is still used) as a single-family residence.

Physical Characteristics of Property:

The subject property is approximately 6,970 square feet in size and its 1,037-square foot structure is residential in character. There is an accessory garage in addition to the principal residential dwelling. The existing residential home is bungalow in style with an enclosed front porch. An asphalt driveway provides access to Chrysler Avenue.

Characteristics of the Area:

The subject property is located between an automobile repair business on 23rd Street and a row of small bungalows along Chrysler Avenue. Across Chrysler Avenue to the west is Graceland College.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The proposed rezoning is supported by the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to preserve and stabilize existing residential neighborhoods.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a residential future land use classification for the parcel. This rezoning proposal is supported by Imagine Independence 2040's guiding principle to preserve and stabilize existing residential neighborhoods.

Sub-Area Plan:

The subject site is located within the Downtown Redevelopment Area plan (not to be confused with the Square Area Plan). The proposed rezoning conforms with the plan's effort to preserve existing single-family residential neighborhoods.

Zoning:

The subject property does not conform with its zoning district designation being single-family residential is use. The home was constructed prior to the adoption of the Zoning Ordinance and the end of pyramid zoning in 1980 that created the legal nonconforming status. The proposed rezoning would ensure the continued use of the home as constructed.

Public Utilities:

All public utilities are already in place in nearby easements and rights-of-way.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions residential uses for the area.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is located within the Downtown Redevelopment Area (not to be confused with the Square Area Plan). The proposed rezoning conforms with the plan's effort to preserve existing single-family residential neighborhoods.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

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The subject site historically has been occupied as a single-family residence. Rezoning the property to R-6 will eliminate a legal nonconformity that makes financing the existing residence difficult.

6. The length of time the subject property has remained vacant as zoned.

The subject site has been used as single-family residence for decades.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits with the uses and character of the surrounding neighborhood.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owner will have difficulty refinancing his property.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map

COVER LETTER SUMMARY

Formal Action Plan for Property Rehabilitation and Regulatory Compliance Crysler Avenue Portfolio – Independence, Missouri

Properties Covered:

221 N Crysler Ave., Independence MO 64050

To:

City of Independence, Missouri
Community Development Department
Code Enforcement Division

Subject: Request for Rezoning of Property on Crysler Avenue to Residential Use

To Whom It May Concern:

I am writing to respectfully request that the property located at 221 N Crysler Ave., Independence MO 64050, Independence, Missouri, be rezoned from its current commercial classification to a residential classification.

This property has been used as a residential dwelling for many years and has continuously served as a residence rather than a commercial business location. Although the current zoning designation is commercial, the actual use of the property has been residential in nature and remains consistent with the surrounding neighborhood character.

The commercial zoning designation is creating significant challenges for the property owner. Specifically, it is preventing us from refinancing the property through conventional residential lending programs. Lenders generally require the zoning classification to match the property's primary use, and the current commercial designation limits financing options despite the property's long-standing residential occupancy.

Rezoning the property to a residential classification would accurately reflect its historic and current use, support continued residential occupancy, and allow the property owner to obtain appropriate financing for maintenance and improvements. This change would also help preserve the property as a well-maintained residence and contribute positively to the surrounding community.

We respectfully ask the City of Independence to consider this request and approve the rezoning of the property to a residential designation. We appreciate your time and consideration and are available to provide any additional information that may assist in the review process.

Thank you for your attention to this matter.

Sincerely,

Samuel Gouldsmith

Chief Operations Officer

Authorized Signature

Gouldsmith Acquisitions

Name: _____

Title: _____

Date: _____

Signature: _____

Notary Acknowledgment

State of Missouri

County of _____

Subscribed and sworn before me on this _____ day of _____, 20
by _____.

Notary Public: _____

My Commission Expires: _____

Seal:

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

221 N Crysler Ave

Project Name

221 N Crysler Ave., Independence MO 64050

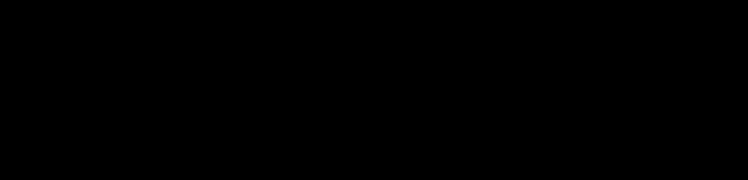
Project Address/Location

1,127	.16	1	NO
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
C-1 (Neighborhood Commerci	R-1 (Single-Fam Residential)	Single Family House	Single Family House
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
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Contact Information

Applicant		Owner	
Samuel Gouldsmith	Gouldsmith Acquisitions LLC	Noah Gouldsmith	Gouldsmith Acquisitions LLC
Name	Company	Name	Company
			

Architect/Engineer/Surveyor/Other: _____

Name _____ Company _____

Address _____

Phone _____ Email _____

The applicant hereby agrees that the information provided above is accurate.

Sam Gouldsmith 2026-05-19

Applicant's Signature Date

Architect/Engineer/Surveyor/Other: _____

Name _____ Company _____

Address _____

Phone _____ Email _____

Noah Gouldsmith 2026-05-19

Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 2026-07-21

Case No. 26-100-06

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 property from Commercial to Residential to match property use.

Applicant: Samuel Gouldsmith

Location of Property: 221 N Crysler Ave Independence Mo 64050

Planning Commission Meeting Date: Aug 11th, 20²⁶, at 6:00 p.m.

City Council Meeting Date: Sep 21st, 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.
Sam Gouldsmith

Sam Gouldsmith

Applicant (or Owner/Agent)

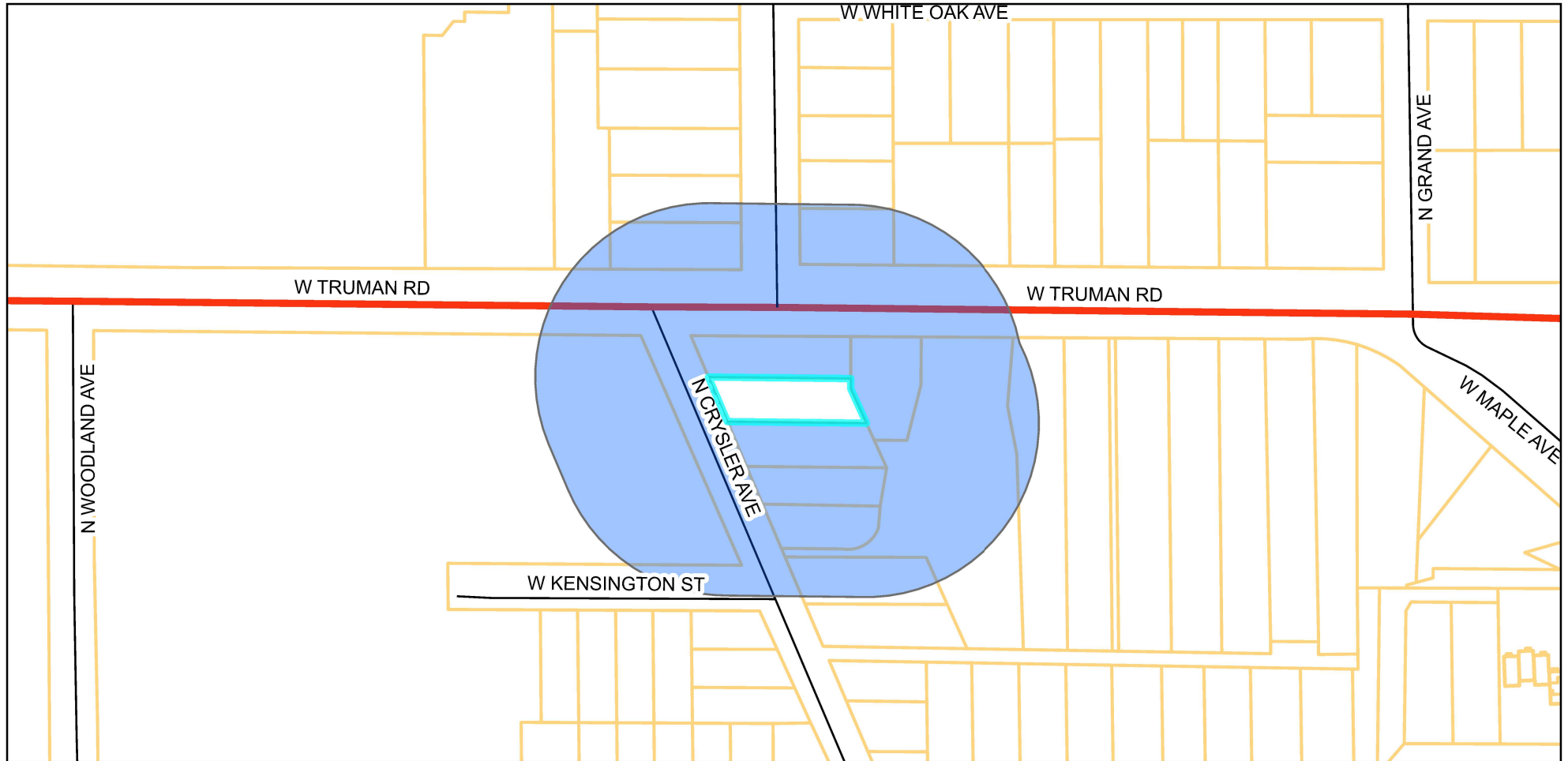
For more information, contact the Community Development Department at 816-325-7421.

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
26-340-05-85-00-0-00-000	1125 W TRUMAN RD	1125 TRUMAN RD	116 S PLEASANT ST	INDEPENDENCE	MO	64050
26-330-02-37-00-0-00-000	1401 E TRUMAN RD	RLDS/CHURCH OF JESUS CHRIST	1001 W WALNUT ST	INDEPENDENCE	MO	64050
26-340-05-17-00-0-00-000	211 N CRYSLER AVE	BAGUINON ABEGAYLE & CHRISTOPHER	1860 A LANIKEHA PL	PEARL CITY	HI	96782
26-340-05-15-00-0-00-000	1217 W TRUMAN RD	SIMON JAIME & CORY	3042 S NOVERA WAY	MERIDIAN	ID	83642
26-320-20-27-00-0-00-000	1308 W TRUMAN RD	PENNER GLEN & BETTY J TRUSTEE	10130 ELMONTE OVERLAND	PARK	KS	66207
26-320-20-28-00-0-00-000	310 N CRYSLER AVE	STEELE THOMAS	310 N CRYSLER	INDEPENDENCE	MO	64050
26-310-26-14-00-0-00-000	305 N CRYSLER AVE	PINK HILL PROPERTIES LLC	32202 E PINK HILL RD	GRAIN VALLEY	MO	64029
26-340-05-14-00-0-00-000	221 N CRYSLER AVE	GOULDSMITH ACQUISITIONS LLC	1204 S POWAHATAN DR	INDEPENDENCE	MO	64057
26-310-26-15-00-0-00-000	1220 W TRUMAN RD	NEW EARTH PROPERTIES LLC	31605 E BURGESS RD	BUCKNER	MO	64016
26-310-26-26-00-0-00-000	1212 W TRUMAN RD	MEDLEY SMILES LLC	1212 W TRUMAN RD	INDEPENDENCE	MO	64050
26-340-05-19-00-0-00-000	203 N CRYSLER AVE	SECRETARY OF VETERANS AFFAIRS	3401 W END AVE STE 760W	NASHVILLE	TN	37203
26-340-05-20-00-0-00-000	123 N CRYSLER AVE	JAVA LLC	1050 E 2ND ST STE 356	EDMOND	OK	73034
26-340-05-18-00-0-00-000	207 N CRYSLER AVE APT B	MAIN CRYSLER CARLISLE LLC	16657 E 23RD ST S STE 213	INDEPENDENCE	MO	64055
26-340-05-13-00-0-00-000	1223 W TRUMAN RD	KC AUTO SOLUTIONS LLC	551 SARAH LN	LIBERTY	MO	64068
26-320-20-26-00-0-00-000	1314 W TRUMAN RD	PENNER GLEN & BETTY J TRUSTEE	10130 ELMONTE OVERLAND	PARK	KS	66207
26-340-05-55-01-0-00-000	1215 W TRUMAN RD	SPECIAL NEIGHBORS INC	9150 E 41ST TER	KANSAS CITY	MO	64133

Notification Area Map

221 N Crysler Ave

Case #26-100-06



 Notification Area
 Parcels

0 75 150 300 US Feet


Prepared For: Planning Commission
Meeting Date: July 28, 2026



Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

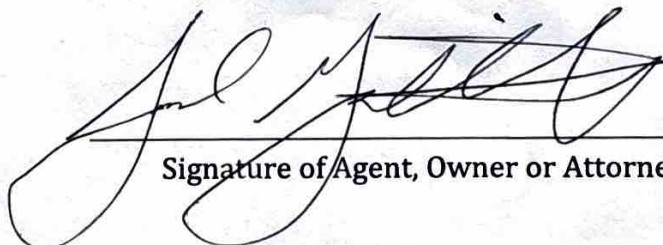
COUNTY OF JACKSON

Case No. 26-100-06

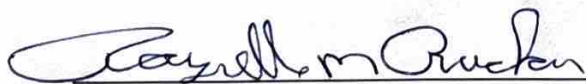
I, Samuel Gouldsmith, of lawful age being first duly sworn upon oath, state:

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 22nd day of July, 2026.


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 22 day of July, 2026


Notary Public

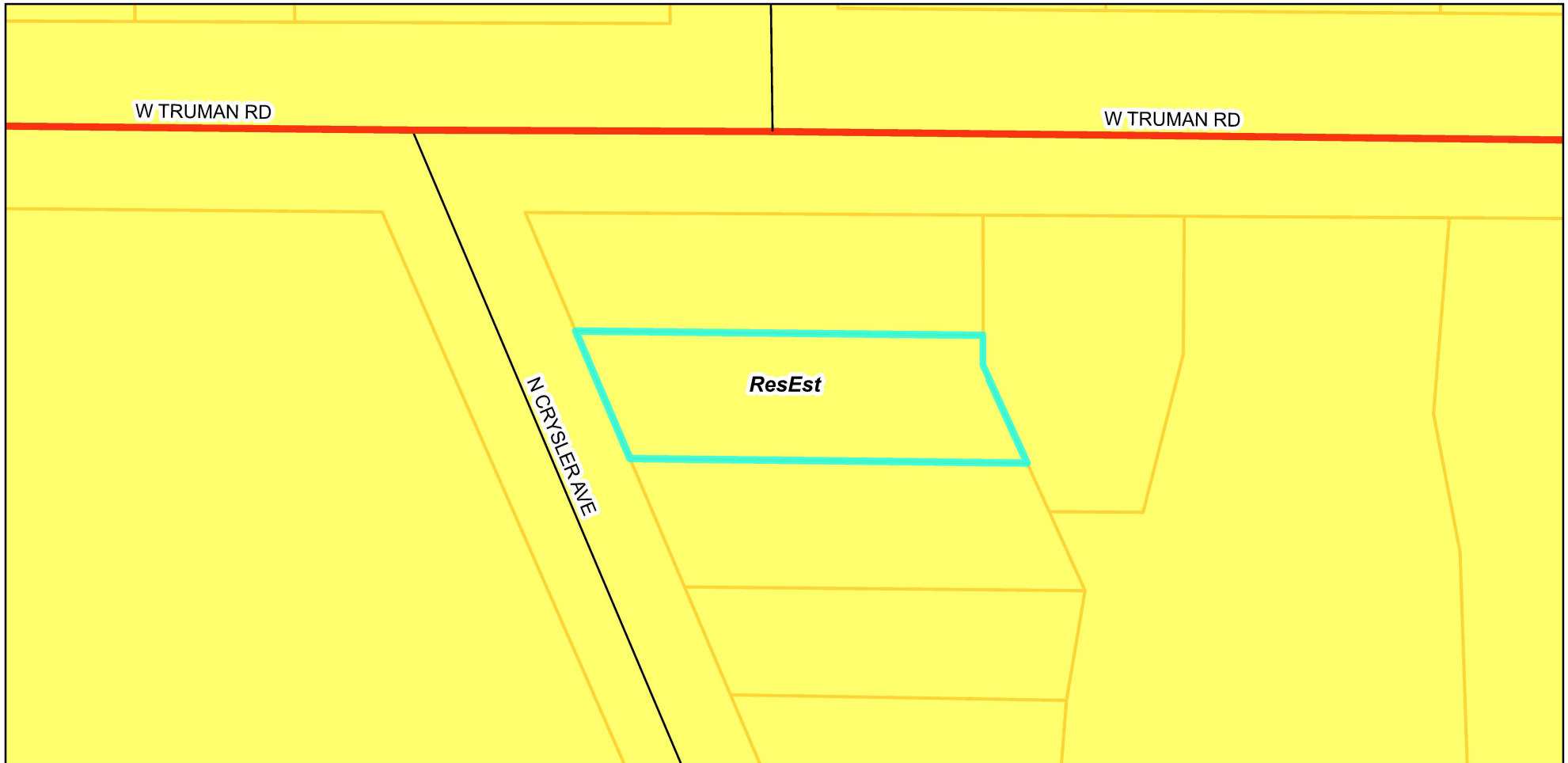


01/24/2029
Commission Expiration Date

Comprehensive Plan

221 N Crysler Ave

Case #26-100-06



 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

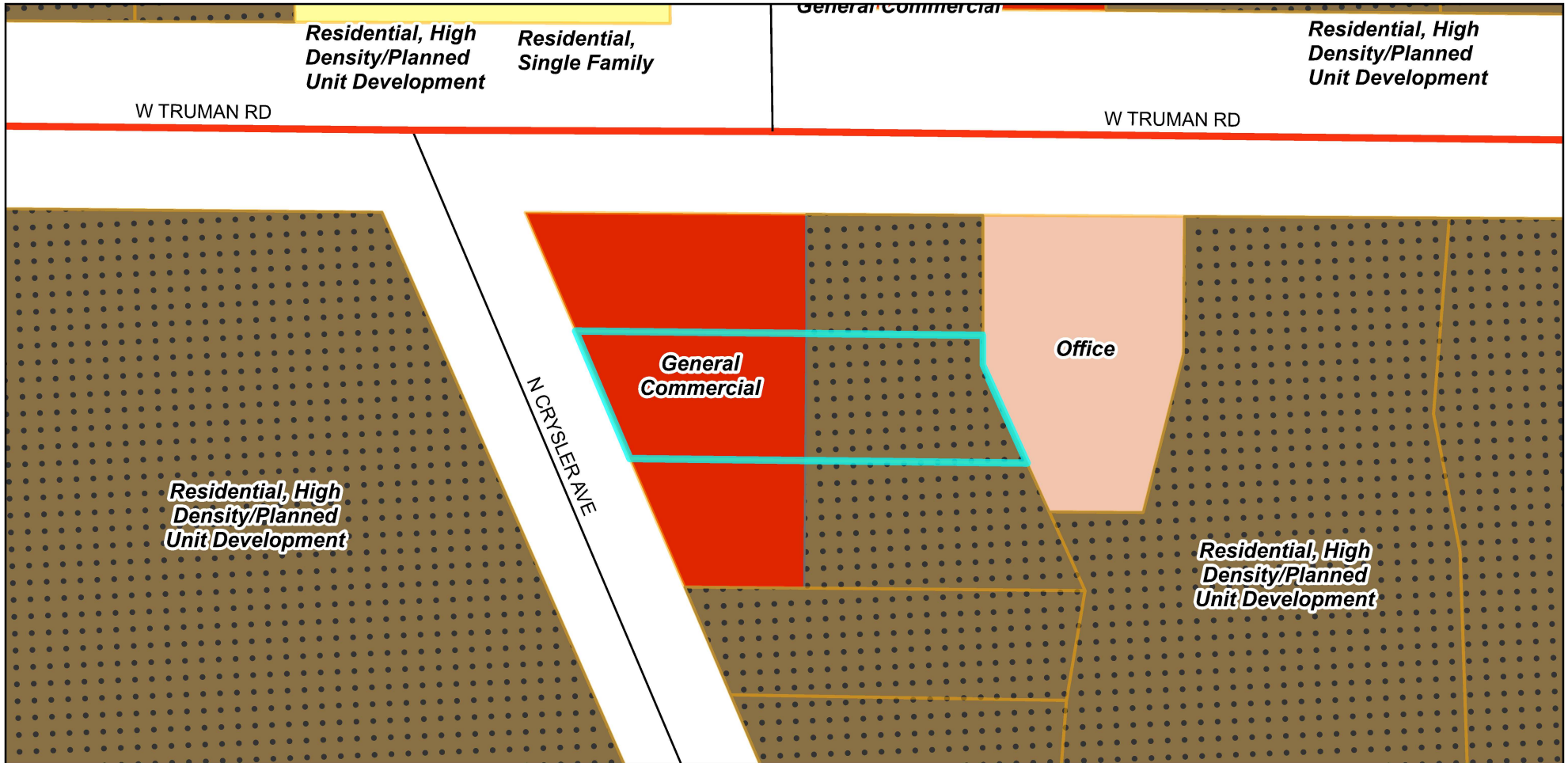
Prepared For: Planning Commission
Meeting Date: July 28, 2026



Zoning Map

221 N Crysler Ave

Case #26-100-06



- Parcels
- Zoning District**
- C-2
 - O-1
 - R-30/PUD
 - R-6

Prepared For: Planning Commission
Meeting Date: July 28, 2026





Planning Commission Minutes

August 11, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/11/2026 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, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Edward Nesbitt.

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 – July 28, 2026

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED – Staff requests this case be continued to the August 25, 2026 meeting.

1. **Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

Commissioner Michael Young made a motion to continue the case to August 25, 2026. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0,

Abstained 0.

OTHER BUSINESS

1. **Case 26-400-86 – Short-Term Rental – 16012 E 31st St 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

Carolyn Rosetti, 16012 E 31st Street S, appeared regarding her short-term rental request. She stated that the rental was initially intended for FIFA but continued after listing issues limited her bookings. She reported 17 days of successful rentals to five groups from Argentina and Ecuador. Ms. Rosetti clarified that only two bedrooms would be rented, with the third bedroom remaining an office. She also discussed measures taken to address the driveway, including temporary fencing and other barriers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-100-06 – Corrective Rezoning – 221 N. Crysler Avenue** – A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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.

Applicant Comments

Samuel Gouldsmith, 1519 N Seminal Dr, explained that increasing overhead and property maintenance costs, combined with the inability to refinance the property, had created a financial hardship. He stated that the rezoning would allow the property's zoning to reflect its current use, which was required by his lender.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-07 – Rezoning – 914 & 916 E. Frederick Street** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Joren Branstetter, 2003 N. Ponca Drive, stated he plans to construct two single-family homes on the property to be added to their rental portfolio. The proposed homes would be four-bedroom, two-and-a-half-bath, story-and-a-half homes on 50-foot-wide lots.

Mr. Glaser stated staff had no concerns with the rezoning and that the building permits are under review, contingent upon approval of the rezoning. He noted that 50-foot-wide lots are not uncommon in older areas of the City.

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 26-100-08 – Rezoning – 515 S. Powell Road** – A request to rezone the property from R-12/PUD (Two-Family Residential/Planned Unit Development) to R-A (Residential-Agricultural).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Mr. Glaser explained the rezoning to residential agriculture would allow agricultural structures, including the proposed greenhouse and storage building, without an existing residence on the property.

Applicant Comments

Ryan Jennings, 515 S. Powell Road, stated he plans to construct a greenhouse and storage building for agricultural use. He is applying for a State of Missouri cost-sharing program to assist with the greenhouse, with a portion of the produce to be donated to the community. He stated the produce would be grown organically and used personally or donated, not sold.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 25, 2026

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 914 & 916 E. Frederick Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 7-28-26 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, July 28, 2026, and by the Independence **City Council** at 6:00 p.m., Monday, September 21, 2026 at the Independence Municipal Commons, 20201 E. Jackson Drive, in Independence, Missouri on the following matters:

Case 26-100-06 –
Corrective Rezoning –
221 N. Chrysler Avenue
– A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

Case 26-100-07 –
Rezoning – 914 & 916
E. Frederick Street – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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 8th

day of July, 2026.

Tom Scannell, Community
Development Director
The City of Independence,
Missouri is an Equal
Opportunity Employer/
Contractor/MFD

Published in the Examiner,
Jul 11, 2026

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-088 **2R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) for the property located at 914 and 916 E. Frederick Street. **2R**

Recommendations:

Commissioner Young made a motion to recommend approval of case 26-100-07, a request to rezone 914 and 916 E Frederick St from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential). A second was made by Commissioner Torres.

The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Absent
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

PROPERTY HISTORY:

The South Orchard Home subdivision was recorded with Jackson County in 1887 but wasn’t annexed to Independence until 1948. Upon adoption of the Zoning Ordinance in 1965, the city assigned an R-4 (Apartments) zoning district designation to the subject site. Since the adoption of the Zoning Ordinance, the subject site has been assigned a multifamily residential zoning district designation. Available county and city records do not indicate the property has ever been developed.

PROPOSAL:

The applicant proposes to build two single-family homes at the subject site, but its current zoning district designation does not permit single-family dwellings.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject property consists of two (2) lots within the South Orchard Home subdivision, totaling +/-15,246 of area. The parcel is mostly open with a combination of grass-covered areas and scattered mature trees.

CHARACTERISTICS OF THE AREA:

The subject site is located within a residential area characterized by a variety of residential land uses. Multiplexes, apartments, duplexes, and single-family dwellings are all found in proximity to this site.

Consistency with *Independence for All*, Strategic Plan:

The proposed rezoning is supported by the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to achieve livability, choice, access, health and safety through a quality-built environment by stabilizing and revitalizing neighborhoods. The proposed rezoning will allow infill development in an established neighborhood.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a residential future land use classification for the subject site. This rezoning proposal is supported by Imagine Independence 2040's land use building block to foster redevelopment opportunities within the City and to revitalize unused or underused property. This building block is supported by a guiding principle to improve and maintain housing stock in established neighborhoods.

Sub-Area Plans:

The subject site is not located within any sub area plans.

Zoning:

The current zoning district designation does not permit single-family dwellings, and the proposed rezoning will allow the site to be developed as desired by the applicant.

Public Utilities:

All utilities are available on the subject site. Utility connections will be reviewed as part of any building permit application.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to improve and maintain housing stock in established neighborhoods.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is not located within any sub area plans.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The property is located within a multifamily zoning district that is characterized by a multitude of residential land uses. This proposed rezoning fits within the character of the surrounding area.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 (Single-Family Residential) zoning classification is compatible with the existing character of the area.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

Available city and county records do not indicate the property ever having been developed. Rezoning the property will permit the development of single-family homes as desired by the applicant.

6. The length of time the subject property has remained vacant as zoned.

Available city and county records do not indicate the property has ever been developed.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property will not be developed as proposed by the applicant.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CD.Draft Ordinance 26-100-07
2. Rezoning Staff Report-26-100-07
3. Cover Letter_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 08.11.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH-DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 914 AND 916 E. FREDERICK STREET.

WHEREAS, a request to rezone the property located at 914 and 916 E. Frederick Street from District R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 11, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described property is hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential) and shall be subject to the regulations of said district:

SOUTH ORCHARD HOME LOTS 42 & 43

SECTION 2. 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 is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 11, 2026

STAFF: Gabe Glaser, Planner

PROJECT NAME: Frederick Street Rezoning

CASE NUMBER/REQUEST: **Case 26-100-07 – Rezoning – 914 & 916 E. Frederick Street** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

APPLICANT: Joren Branstetter

PROPERTY LOCATION: 914 & 916 E Frederick St

SURROUNDING ZONING/LAND USE:

North: R-30/PUD(High Density Residential/Planned Unit Development)...
Apartments and Single-Family Residence
East: R-30/PUD...Multiplex
South: R-30/PUD...Single Family Residence
West: R-30/PUD...Single Family Residence

PUBLIC NOTICE:

- Letters to property owners – July 8, 2026
- Public Notice published in the Independence Examiner – July 11, 2026
- Signs posted on property – July 10, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 8, 2026 and the public hearing/second reading on September 21, 2026

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to rezone the property from R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Current Zoning: R-30/PUD

Proposed Zoning: R-6

Current Use: Vacant Land

Proposed Use: Single-Family Dwellings

Zoning History: 1965 – 1980: R-4 (Apartments)

1980 - 2009: R-4 (High Density Residential)

2009 - Present: R-30/PUD (High Density Residential/Planned Unit Development)

Property History:

The South Orchard Home subdivision was recorded with Jackson County in 1887 but wasn't annexed to Independence until 1948. Upon adoption of the Zoning Ordinance in 1965, the city assigned a R-4 (Apartments) zoning district designation to the subject site. Since the adoption of the Zoning Ordinance, the subject site has been assigned a multi-family residential zoning district designation. Available County and City records do not indicate that the property has ever been developed.

Proposal:

The applicant proposes to build two single-family homes at the subject site, but its current zoning district designation does not permit single-family dwellings.

Physical Characteristics of Property:

The subject property is comprised of two (2) lots within the South Orchard Home subdivision, totaling +/-15,246 of area. The parcel is mostly open with a combination of grass-covered areas and scattered mature trees.

Characteristics of the Area:

The subject site is located within a residential area characterized by a variety of residential land uses. Multiplexes, apartments, duplexes, and single-family dwellings are all found in proximity to this site.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The proposed rezoning is supported by the goals and objectives of Independence for All Strategic Plan 2022-2026. The plan seeks to achieve livability, choice, access, health and safety through a quality-built environment by stabilizing and revitalizing neighborhoods. The proposed rezoning will allow infill development in an established neighborhood.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a residential future land use classification for the subject site. This rezoning proposal is supported by Imagine Independence 2040's land use building block to foster redevelopment opportunities within the City and to revitalize unused or underused property. This building block is supported by a guiding principle to improve and maintain housing stock in established neighborhoods.

Sub-Area Plans:

The subject site is not located within any sub area plans.

Zoning:

The current zoning district designation does not permit single family dwellings, and the proposed rezoning will allow the site to be developed as desired by the applicant.

Public Utilities:

All utilities are available on the subject site. Utility connections will be reviewed as part of any building permit application.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There is no capital projects planned for this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to improve and maintain housing stock in established neighborhoods.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is not located within any sub area plans.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The property is located within a multi-family zoning district that is characterized by a multitude of residential land uses. This proposed rezoning does fit within the character of the surrounding area.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 (Single-Family Residential) zoning classification is compatible with the existing character of the area.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

Available City and County records do not indicate the property ever having been developed. Rezoning the property will permit the development of single-family homes as desired by the applicant.

6. The length of time the subject property has remained vacant as zoned.

Available City and County records do not indicate the property has ever been developed.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

If rezoning is denied, the property will not be developed as proposed by the applicant.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map



GARD HORIZON, LLC

LAND SURVEYING ~ HOUSE PLAN & BUILDING PERMIT SERVICES

June 3, 2026

City of Independence
20201 East Jackson Drive
Independence, MO 64057

RE: Rezoning application cover

To Whom it May Concern:

The accompanying rezoning application is for the purpose of changing the zoning of the property located at 914 E. Frederick and 916 E. Frederick (proposed) and described as:

"All of Lots 1 and 2, SOUTH ORCHARD HOME, a subdivision in Independence, Jackson County, Missouri"

From R-30 PUD to R-12 for the purposed of constructing a new single family home on each lot.

Respectfully submitted
For: Joren Branstetter, New Life Custom Construction LLC

Erwin W. Gard, PLS, CET
Gard Horizon, LLC

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name

914 E. Frederick St & 916 E. Frederick St (Proposed), Independence, MO

Project Address/Location

	0.35	2	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Stream Buffer (Yes or No)
R-30/PUD	R-12	Vacant	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 ☒ 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

Joren Branstetter New Life Custom Construct

Name Company

[Redacted]

~~Architect/Engineer/Surveyor/Other:~~

Erwin W. Gard, PLS-CET Gard Horizon, LLC

Name Company

[Redacted]

Phone Email

Owner

Same

Name Company

Address

Phone Email

Architect/Engineer/Surveyor/Other:

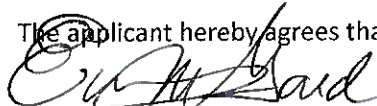
N/A

Name Company

Address

Phone Email

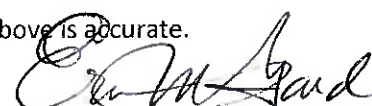
The applicant hereby agrees that the information provided above is accurate.



Applicant's Signature
for: Joren Branstetter

6/03/2026

Date



Owner's Signature
for: Joren Branstetter

6/03/2026

Date

PROPERTY OWNER NOTIFICATION LETTER

CITY OF INDEPENDENCE, MISSOURI

Date: 07/23/26

Case No. 26-100-07

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: Proposed rezoning for construction of
single-family homes

Applicant: Joren Branstetter

Location of Property: 914-916 E Frederick St

Planning Commission Meeting Date: August 11, 20 26, at 6:00 p.m.

City Council Meeting Date: September 21, 20 26, 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.



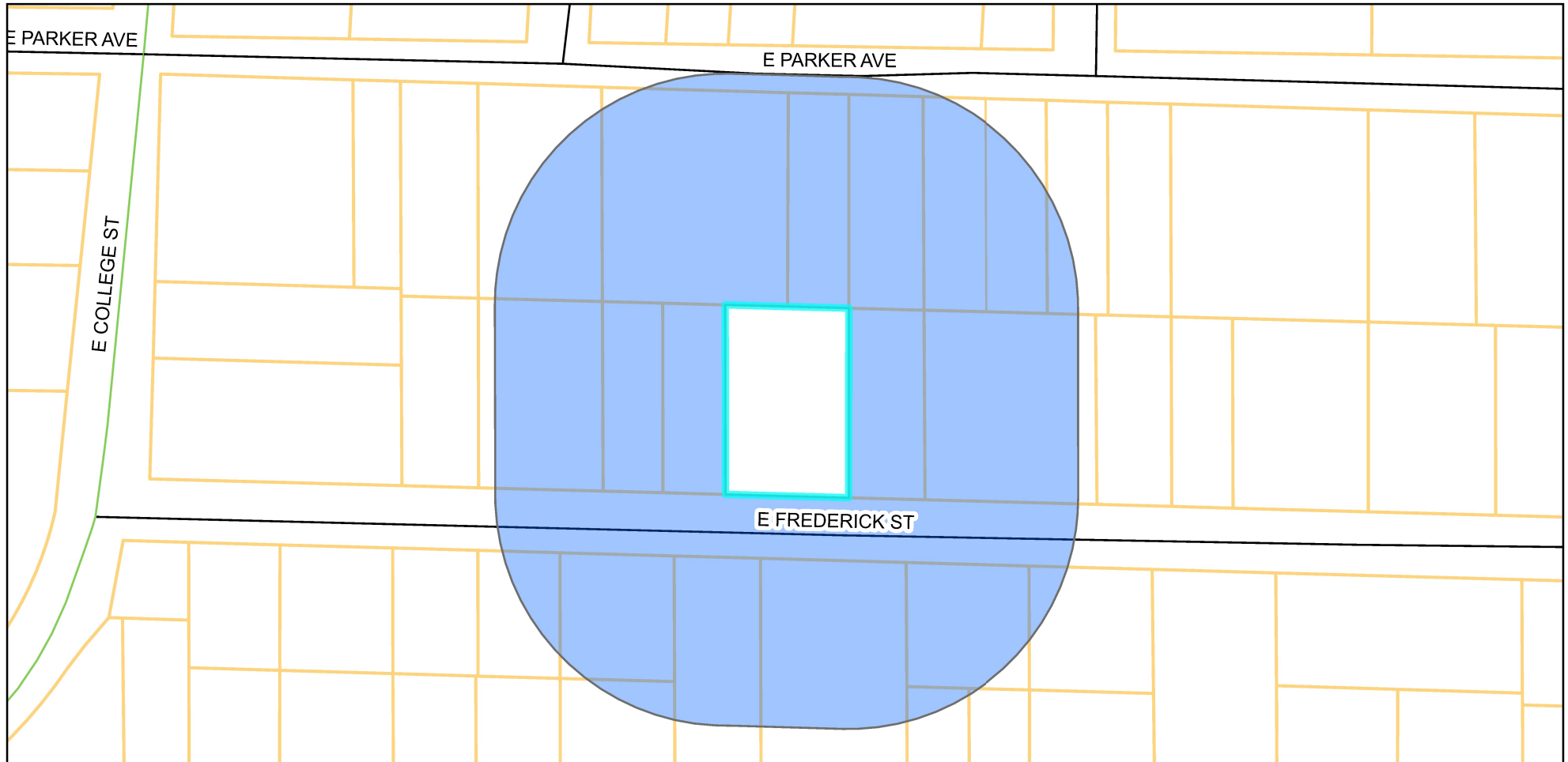
Applicant (or Owner/Agent)

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
26-120-04-24-00-0-00-000	1001 E FREDERICK ST	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
26-120-04-23-00-0-00-000	1022 E T C LEA RD	RUSSELL WILLIAM A & REBECCA D	1022 T C LEA RD	INDEPENDENCE	MO	64050
26-120-04-08-02-1-00-000	1032 E T C LEA RD	HORNER JOHN A & HEMDAH SALONIMER	1032 T C LEA RD	INDEPENDENCE	MO	64050
26-120-04-08-02-2-00-000	1036 E T C LEA RD	SANCHEZ CRUZ	1036 T C LEA RD	INDEPENDENCE	MO	64050
26-120-03-32-00-0-00-000	912 E FREDERICK ST	MANIN LOIS M	99-559 KAHOLI PL	AIEA	HI	96701
26-120-04-08-01-0-00-000	1027 E FREDERICK ST	SANCHEZ VALERIANO	1027 FREDERICK	INDEPENDENCE	MO	64050
26-120-04-25-00-0-00-000	1020 E T C LEA RD	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
26-120-03-16-00-0-00-000	1105 E PARKER AVE	SIMPLE LIFE LLC	PO BOX 11454	OVERLAND PARK	KS	66207
26-120-03-35-00-0-00-000	1026 E FREDERICK ST	9313 E 18TH STREET S ET AL LLC	PO BOX 12	BUCKNER	MO	64016
26-120-03-31-00-0-00-000	910 E FREDERICK ST	UPTON EMMA JO	4527 24TH ST APT 212	GREELEY	CO	80634
26-120-03-18-00-0-00-000	1027 E PARKER AVE	SAANOL PROPERTIES LLC	1027 E PARKER AVE	INDEPENDENCE	MO	64050
26-120-03-33-00-0-00-000	914 E FREDERICK ST	NEW LIFE RENTALS LLC	2003 N PONCA DR	INDEPENDENCE	MO	64058
26-120-03-20-00-0-00-000	1011 E PARKER AVE	PENNISTON GEORGE D & SHARI LEE	1011 E PARKER	INDEPENDENCE	MO	64050
26-120-03-19-01-0-00-000	1023 E PARKER AVE UNIT B	STOREY AND SONS LLC	4814 S CLIFF CT	INDEPENDENCE	MO	64055
26-120-04-09-00-0-00-000	1028 E T C LEA RD	FRANKE SHAWN NATHAN	1028 T C LEA RD	INDEPENDENCE	MO	64050
26-120-03-19-02-0-00-000	1021 E PARKER AVE	STOREY AND SONS LLC	4814 S CLIFF CT	INDEPENDENCE	MO	64055
26-120-03-30-00-0-00-000	1000 E FREDERICK ST	FOX LESLIE & KATHLEEN	1000 E FREDERICK ST	INDEPENDENCE	MO	64050
26-120-04-07-00-0-00-000	1101 E FREDERICK ST	AGRAWAL NAMRATA BATRA	1522 MARCIE CIR	SOUTH SAN FRANCISCO	CA	94080
26-120-03-21-00-0-00-000	925 E PARKER AVE	COLE CHARLES W & PATRICIA ANN-TRUST	4316 DOVER	INDEPENDENCE	MO	64055
26-120-03-17-00-0-00-000	1029 E PARKER AVE	ARF 4 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055
26-120-04-11-01-0-00-000	925 E FREDERICK ST	EAST PARK VILLAGE LLC	1426 HWY TT	BATES CITY	MO	64011
26-120-03-34-00-0-00-000	920 E FREDERICK ST	DRAVES PHILLIP D	28606 E 24 HWY	BUCKNER	MO	64016

Notification Area Map

914 E Frederick St

Case #26-100-07



 Notification Area
 Parcels

0 75 150 300 US Feet


Prepared For: Planning Commission
Meeting Date: July 28, 2026



Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-100-07

I, Joren Branstetter 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 23rd day of July, 2026.



Signature of Agent, Owner or Attorney

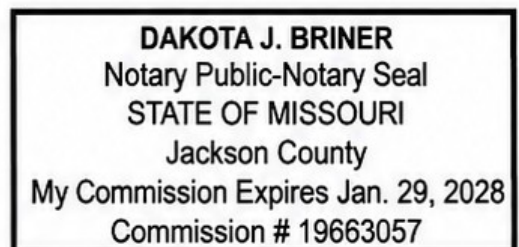
Subscribed and sworn to before me this 29 day of July, 2026.



Notary Public

1/29/2028

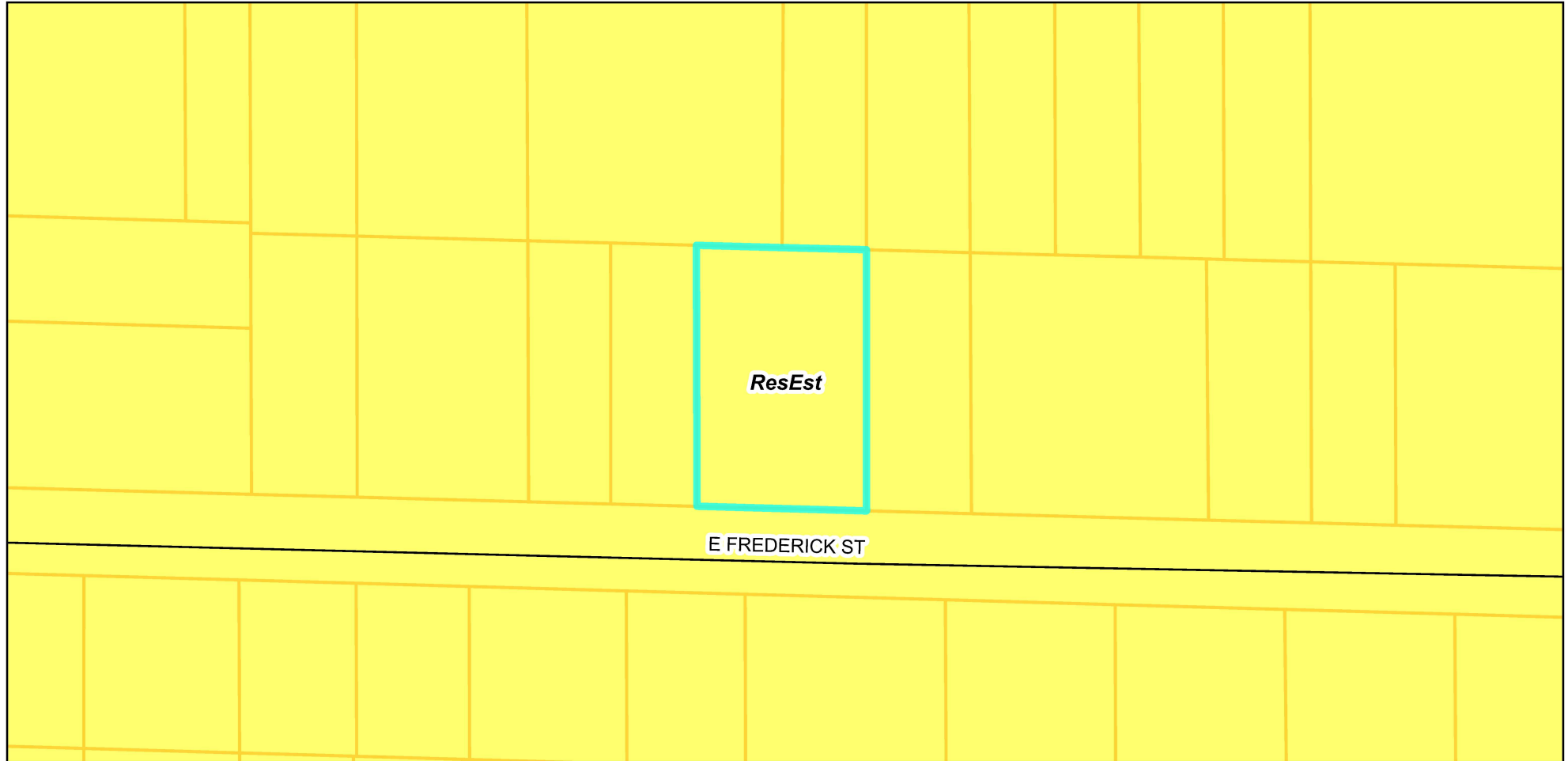
Commission Expiration Date



Comprehensive Plan

914 - 916 E Frederick St

Case #26-100-07



 Parcels

Comprehensive
Plan

 Residential
Neighborhoods

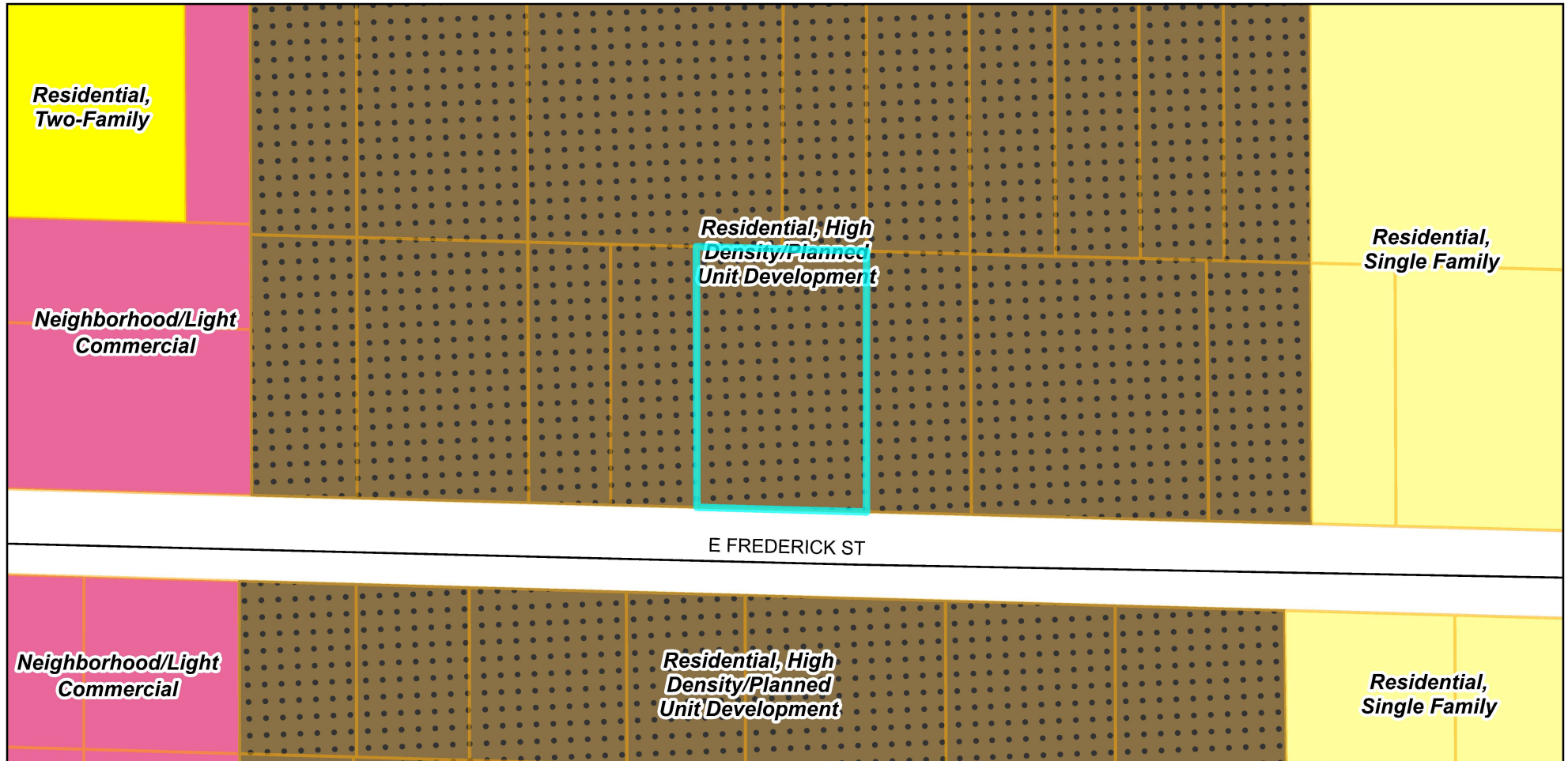
Meeting Date: August 11, 2026
Prepared For: Planning Commission



Zoning Map

914 - 916 E Frederick St

Case #26-100-07



-  Parcels
- Zoning District**
-  C-1
-  R-12
-  R-30/PUD
-  R-6

Meeting Date: August 11, 2026
Prepared For: Planning Commission





Planning Commission Minutes

August 11, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/11/2026 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, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Edward Nesbitt.

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 – July 28, 2026

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED – Staff requests this case be continued to the August 25, 2026 meeting.

1. **Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

Commissioner Michael Young made a motion to continue the case to August 25, 2026. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0,

Abstained 0.

OTHER BUSINESS

1. **Case 26-400-86 – Short-Term Rental – 16012 E 31st St 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

Carolyn Rosetti, 16012 E 31st Street S, appeared regarding her short-term rental request. She stated that the rental was initially intended for FIFA but continued after listing issues limited her bookings. She reported 17 days of successful rentals to five groups from Argentina and Ecuador. Ms. Rosetti clarified that only two bedrooms would be rented, with the third bedroom remaining an office. She also discussed measures taken to address the driveway, including temporary fencing and other barriers.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-100-06 – Corrective Rezoning – 221 N. Crysler Avenue** – A request to rezone the property from C-2 (General Commercial) and R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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.

Applicant Comments

Samuel Gouldsmith, 1519 N Seminal Dr, explained that increasing overhead and property maintenance costs, combined with the inability to refinance the property, had created a financial hardship. He stated that the rezoning would allow the property's zoning to reflect its current use, which was required by his lender.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-07 – Rezoning – 914 & 916 E. Frederick Street** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single Family Residential).

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

Joren Branstetter, 2003 N. Ponca Drive, stated he plans to construct two single-family homes on the property to be added to their rental portfolio. The proposed homes would be four-bedroom, two-and-a-half-bath, story-and-a-half homes on 50-foot-wide lots.

Mr. Glaser stated staff had no concerns with the rezoning and that the building permits are under review, contingent upon approval of the rezoning. He noted that 50-foot-wide lots are not uncommon in older areas of the City.

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

3. **Case 26-100-08 – Rezoning – 515 S. Powell Road** – A request to rezone the property from R-12/PUD (Two-Family Residential/Planned Unit Development) to R-A (Residential-Agricultural).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Mr. Glaser explained the rezoning to residential agriculture would allow agricultural structures, including the proposed greenhouse and storage building, without an existing residence on the property.

Applicant Comments

Ryan Jennings, 515 S. Powell Road, stated he plans to construct a greenhouse and storage building for agricultural use. He is applying for a State of Missouri cost-sharing program to assist with the greenhouse, with a portion of the produce to be donated to the community. He stated the produce would be grown organically and used personally or donated, not sold.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING AUGUST 25, 2026

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

NOTICE OF PUBLIC HEARING

A hearing will be held at 6:00 p.m., Monday, September 21, 2026, in the Council Chambers at 20201 E. Jackson Dr., at which citizens may be heard on the property tax rates proposed to be set by the City of Independence, for its fiscal year beginning July 1, 2026, as the result of the current assessed valuation, dated September 1, 2026, from the clerks of Jackson and Clay Counties. The following information is provided pursuant to § 67.110 RSMo:

<u>Category</u>	<u>ASSESSED VALUATION</u>		<u>Prior Tax Year</u>	<u>Current Tax Year</u>
	<u>Prior Tax Year (2025*)</u>	<u>Current Tax Year (2026*)</u>	<u>Prior Tax Year (2025*)</u>	<u>Current Tax Year (2026*)</u>
	<u>JACKSON COUNTY</u>	<u>JACKSON COUNTY</u>	<u>CLAY COUNTY</u>	<u>CLAY COUNTY</u>
Real Estate	\$1,961,453,726	\$1,842,644,615	\$60	\$60
Personal Property (no levy)	\$296,665,957	\$312,621,261	\$0	\$0
Railroad & Utility	\$133,727	\$254,000	\$40	\$280
State Assessed Real & Personal	\$11,237,456	\$11,193,763	\$59,546	\$0
Independence Square	\$4,882,800	\$3,699,805	\$0	\$0
Special Business District*				
Total Valuation	\$2,269,490,866	\$2,166,713,639	\$59,646	\$340
Combined Valuation Jackson & Clay Counties	\$2,166,713,979			

* The valuation for the ISBD is included within the overall totals and is shown separately for clarity.

The following tax rates are proposed:

	<u>Prior Year Tax Rate</u>	<u>Proposed Tax Rate</u>	<u>Property Tax Revenue Required by Adopted Budget</u>
General	0.3301	0.3526	\$6,373,000
Recoupment**	0.0000	0.0000	
Public Health & Recreation	0.1556	0.1662	\$2,825,000
Recoupment**	0.0000	0.0000	
Debt Service	0.1800	0.1455	\$2,256,950
Total	0.6657	0.6643	\$11,454,950
Independence Square Special Business District	0.5195	0.7815	\$27,729

*Subject to revision based on the receipt of the assessed valuations established by the Board of Equalization and contingent upon receipt of forms and subsequent review and certification of rate computations by the State Auditor's Office.

**At the time of publication, it is unknown whether 2023, 2024 and 2025 assessment rolls adjustments would be approved by the State Tax Commission, allowing the City to file for recoupment for those periods. Final rates for recoupment are subject to change.

ESTIMATED CHANGE IN PROPERTY TAX REVENUE

Increase (Decrease in Property Tax Revenue from New Construction and Improvements	\$32,432.73	
Increase (Decrease) in Property Tax Revenue from Reassessment	\$0	0.0%
City Council of Independence, Missouri		
Equal Opportunity Employer/Contractor/MFD		

Published in the Examiner, Sep 12, 2026

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-090 **2R** An ordinance levying a tax on all real property subject to taxation on January 1, 2026, within the corporate limits of the City of Independence, Missouri, for all General Revenue and Public Health and Recreation Purposes, for General Obligation Debt, and for the Independence Square Special Benefit District; said levies and assessments being separate and distinct, all for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027. **2R**

Recommendations:

Council approval is recommended.

Background:

The City's budget was adopted by Ordinance #19816 by City Council on June 15, 2026. For the County to levy tax rates, the City must first certify the amount needed for the City's budget. A public hearing to hear citizens on the property tax was published. Tax levies are based on assessed valuations approved by the County Board of Equalization. Per RsMO 67.110, each political subdivision, located at least partially within a county with a charter form of government or within a city not within a county, shall fix its ad valorem property tax rates as provided in this section no later than October 1st.

This year's projected tax levy includes an amount for General Obligation Debt service, including the anticipated next calendar year principal and interest payments, and maintaining a reasonable reserve for payments for a year following the next calendar year.

Emergency Justification:**Fiscal Impact:**

The tax revenue is projected as part of the FY2026-2027 Operating Budget.

The budgeted revenues are as follows per \$100 of assessed valuation (amounts are net of collection fees and delinquent/uncollectible amounts):

Fund	Estimated Revenues	Budget Amount (Net)
General Fund (002)	\$6,475,759	\$6,373,000
Health & Animal Levy (005)	976,647	\$905,00
Parks Health & Recreation Levy (007)	2,075,375	\$1,920,000

Total	\$9,526,781	\$9,198,000
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**Revenue Required for Debt
Service + Reserve**

GO Bond Debt Service	\$2,681,786
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Council Action:

Department / Contact	Finance /
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REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Tax Levy Ordinance September 2026
2. Memo Recoupment 2026

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON ALL REAL PROPERTY SUBJECT TO TAXATION ON JANUARY 1, 2026, WITHIN THE CORPORATE LIMITS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR GENERAL REVENUE AND PUBLIC HEALTH AND RECREATION PURPOSES, FOR GENERAL OBLIGATION DEBT, AND FOR THE INDEPENDENCE SQUARE SPECIAL BUSINESS BENEFIT DISTRICT; SAID LEVIES AND ASSESSMENTS BEING SEPARATE AND DISTINCT, ALL FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF JULY 2026, AND ENDING ON THE 30TH DAY OF JUNE 2027.

WHEREAS, the approved 2025 tax levy rate per \$100 of assessed value for the following purposes was as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3301
Recoupment	0.0000
Public Health & Recreation	0.1556
Recoupment	0.0000
Debt Service	<u>0.1800</u>
Subtotal	\$ 0.6657
Independence Square Special Business Benefit District	\$ 0.5195

WHEREAS, the report of 2025 Aggregate Assessed Valuation for Political Subdivisions from the County Clerks of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the General Revenue purpose should be \$0.3301 per \$100 assessed value within the City with a 2024 Recoupment Levy of \$0.0000; and,

WHEREAS, the report of 2025 Aggregate Assessed Valuation for Political Subdivisions from the County Clerk of Jackson County and Clay County for that portion of each county that lies within the city limits of Independence indicated that the Real Property Tax Levy for the Public Health and Recreation purpose should be \$0.1556 per \$100 assessed value within the City with a 2024 Recoupment Levy of \$0.0000; and,

WHEREAS, a General Debt Service Levy was required due to voter approval to issue General Obligation Bonds in the amount of 0.1800 per \$100 assessed value within the City; and,

WHEREAS, the 2025 report of real property assessed valuation from Jackson County relating to the Independence Square Special Business Benefit District indicates that the authorized tax levy rate should be \$0.5195 per \$100 assessed value within the Independence Square Special Business Benefit District; and,

WHEREAS, the City is authorized by State Statutes to include an additional tax levy in the current year when the prior year's assessed valuation was lowered following the setting of the tax levy in that prior year; and,

WHEREAS, the City recommends the 2026 tax levy rate per \$100 of assessed value for the following purposes as follows:

<u>PURPOSE</u>	<u>RATE</u>
General Revenue	\$0.3492
Recoupment	0.0000
Public Health & Recreation	0.1646
Recoupment	0.0000
Debt Service	<u>0.1442</u>
Subtotal	\$0.6580
Independence Square Special Business Benefit District	\$ 0.5195

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. General Municipal Purposes Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of \$0.3492 on the One Hundred Dollars (\$100.00) assessed valuation of such property for general municipal purposes with a 2025 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027.

SECTION 2. Public Health and Recreation Levy: That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, an additional tax in the amount of \$0.1646 on the One Hundred Dollars (\$100.00) assessed valuation of such property for Public Health and Recreation purposes with a 2025 Recoupment Levy of \$0.0000, for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027.

SECTION 3. General Obligation levy. That there is hereby levied against all real property, subject to taxation within the corporate limits of the City of Independence, Missouri, a tax in the amount of \$0.1442 on the One Hundred Dollars (\$100.00) assessed valuation of such property for general obligation debt purposes, for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027.

SECTION 4. Independence Square Special Business Benefit District Levy: That there is hereby levied against all real property, subject to taxation within the described boundaries of the Independence Square Special Business Benefit District, an additional tax in the amount of \$0.5195 on the One Hundred Dollars (\$100.00) assessed valuation of such property for the Independence Square Special Benefit District purposes, for the fiscal year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027.

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



MEMORANDUM

DATE: 08/28/2026

TO: City Council

FROM: Troy Anderson, City Manager

SUBJECT: City Tax Levy and Recoupment

Each year, the City Council sets the City of Independence property tax levy through a process that is set out in State statutes. 67.110, RSMo. requires the Council to set the property tax levy by October 1 of each year. Before the Council can set the property tax levy, the Council must hold a public hearing, notice of which must be published at least seven days prior to the public hearing, and then finalize levies based on finalized assessed valuations received from the Clerks of Jackson and Clay Counties.

As the Council is aware, there have been widespread issues with Jackson County residential property tax assessed valuations in the past few years. The State Tax Commission found that the County raised residential property assessed valuations without following the process established in State law. Because of this, the State Tax Commission has ordered Jackson County to reassess residential properties so that the newly assessed valuations are in line with statutory requirements. The County has sent those new assessed valuations to the State Tax Commission, which is currently reviewing those figures. When those figures are confirmed, the City expects that the City's overall assessed valuation will be significantly reduced from the amount of the City's assessed valuation in 2023 and 2025.

The City's property tax is governed by the Hancock Amendment, which generally requires the City's property tax levy to be lowered when the City's overall assessed valuation increases. In other words, the City does not receive a windfall from higher assessed valuations; the Hancock Amendment is intended to provide the City with generally the same amount of property tax revenue as it did in the previous year. Any meaningful increase to property tax revenue is generally a result of new construction valuations. As a reminder, the City does not levy property tax on individual or business personal property.

After Jackson County raised assessed values throughout the City in 2023 and 2025, the City's overall assessed valuation also increased. This resulted in a reduction of the City's residential property tax levy in tax years 2023 through 2025. Additionally, the County Executive made corrections to certain commercial valuations after taxing jurisdictions had set 2025 levies and tax bills were sent to taxpayers. As noted above, the County is now required to go through the process to lower those assessed valuations that did not comply with State law. This means that in 2023 and

2025, the City was required to lower its property tax levy based on assessed valuations that are now being corrected and lowered. Thus, the City was required to lower its residential property tax levy based on artificially high residential property assessed valuations. When this occurs, the City may utilize a process called recoupment.

Recoupment allows the City to recover its artificially lowered residential property tax levy and to recover revenues that it should have received if it were not required to lower its residential property tax levy. This process is governed by 137.073.3(2), RSMo. At the time of the next property tax levy setting after it is determined that the City's overall assessed valuation of a prior year has been lowered, the City may raise its tax levy back to the level that it should have been if the artificially high assessed valuations did not occur. Additionally, the City may levy an additional tax for three years after such determination, which is intended to recoup revenues that the City was entitled to receive, had the City's overall assessed valuation been correct when that tax levy of a prior year was set.

The City is awaiting the State Tax Commission's determination of the City's 2023 and 2025 assessed valuations, as well as the 2026 assessed valuation. When those figures are confirmed, the Council may consider recoupment to recover its artificially lowered tax levy. The Council may also consider setting an additional levy to recoup revenues that would have been received but for the artificially high assessed valuations.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-086 **2R** An ordinance granting easement authority as part of the Lake City Valley Road Bridge Project (No. 542601-3). **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will allow staff to proceed with acquisitions for the Lake City Valley Road Bridge Project (No. 542601-3), as part of the GO Bond - Bridges Project (542601).

This bridge was temporarily closed earlier this year, and emergency repairs were completed in order to reopen it to vehicular traffic. This bridge will receive a full replacement and is the third bridge project to be addressed by the use of GO Bond funds, approved by voters in April 2025, to complete bridge projects throughout the City.

Emergency Justification:**Fiscal Impact:**

The potential fiscal impact to the City for these easements is estimated at \$15,000. 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 /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Lake City Valley Road Bridge Easement Ordinance - Project No. 542601-3
2. Lake City Valley Road Bridge - Project Location

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE LAKE CITY VALLEY ROAD BRIDGE PROJECT (PROJECT NO.542601-3); 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 right-of-way and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Lake City Valley Road Bridge Project (No.542601-3), 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 the Lake City Valley Road Bridge Project (No. 542601-3) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings right of way and temporary construction easements 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:

TRACT 1:

RIGHT OF WAY

A PERPETUAL EASEMENT (RIGHT OF WAY) FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF

SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK I-731, PAGE 265 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE PERPETUAL EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 3.31 FEET LEFT OF CENTER LINE STATION 0+81.85, SAID POINT BEING ON THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE S03°23'33"W ALONG SAID SECTION LINE, 281.40 FEET TO A POINT ON THE SOUTH LINE OF BOOK I-731, PAGE 265, 4.51 FEET LEFT OF CENTER LINE STATION 3+63.25; THENCE S88°30'50"E ALONG SAID SOUTH LINE, 25.01 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD, 29.50 FEET LEFT OF CENTER LINE STATION 3+62.31; THENCE N03°23'33"E ALONG SAID RIGHT OF WAY LINE, 1.31 FEET TO A POINT 29.50 FEET LEFT OF CENTER LINE STATION 3+61.00; THENCE N36°49'06"W LEAVING SAID RIGHT OF WAY LINE, 46.60 FEET TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 3+22.00; THENCE N03°38'08"E, 80.00 FEET TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 2+42.00; THENCE N36°57'46"W, 40.17 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 28.86 FEET LEFT OF CENTER LINE STATION 2+11.50; THENCE N03°23'33"W ALONG SAID RIGHT OF WAY LINE, 129.66 FEET TO A POINT 28.31 FEET LEFT OF CENTER LINE STATION 0+81.85; THENCE N86°21'52"W LEAVING SAID RIGHT OF WAY LINE, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,024 SQUARE FEET (0.16 ACRE) OF EXISTING RIGHT OF WAY AND 2,964 SQUARE FEET (0.07 ACRE) OF NEW RIGHT OF WAY.

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK I-731, PAGE 265 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 28.31 FEET LEFT OF CENTER LINE STATION 0+81.85, SAID POINT BEING ON THE EXISTING EAST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD; THENCE EAST LEAVING SAID RIGHT OF WAY LINE TO A POINT 43.31 FEET LEFT OF CENTER LINE STATION 0+81.85; THENCE SOUTH TO A POINT 43.74 FEET LEFT OF CENTER LINE STATION 1+83.55; THENCE SOUTHEAST TO A POINT 70.00 FEET LEFT OF CENTER LINE STATION 2+36.14; THENCE SOUTH TO A POINT 70.00 FEET LEFT OF CENTER LINE STATION 3+26.16; THENCE SOUTHWEST TO A POINT ON THE SOUTH LINE OF BOOK I-731, PAGE 265, 55.59 FEET LEFT OF CENTER LINE STATION 3+61.33; THENCE WEST ALONG SAID SOUTH LINE TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 29.50 FEET LEFT OF CENTER LINE STATION 3+62.31; THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO A POINT 29.50 FEET LEFT OF CENTER LINE STATION 3+61.00; THENCE NORTHEAST LEAVING SAID RIGHT OF WAY LINE TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 3+22.00; THENCE NORTH TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 2+42.00; THENCE NORTHWEST TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 28.86 FEET LEFT OF CENTER LINE STATION 2+11.50; THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 4,898 SQUARE FEET (0.11 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

TRACT 2:

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK I-1299, PAGE 530 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 29.50 FEET LEFT OF CENTER LINE STATION 3+62.31, SAID POINT BEING ON THE EXISTING EAST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD AND THE NORTH LINE OF BOOK I-1299, PAGE 530; THENCE EAST ALONG AND NORTH LINE TO A POINT 55.59 FEET LEFT OF CENTER LINE STATION 3+61.33; THENCE SOUTHWEST LEAVING SAID NORTH LINE TO A POINT 44.61 FEET LEFT OF CENTER LINE STATION 3+88.14; THENCE SOUTH TO A POINT 44.91 FEET LEFT OF CENTER LINE STATION 4+57.80; THENCE WEST TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 29.91 FEET LEFT OF CENTER LINE STATION 4+57.80; THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 1,583 SQUARE FEET (0.04 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT

TRACT 3:

RIGHT OF WAY

A PERPETUAL EASEMENT (RIGHT OF WAY) FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2025, PAGE 38765 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE PERPETUAL EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 3.31 FEET LEFT OF CENTER LINE STATION 0+81.85, SAID POINT BEING ON THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE S03°23'33"W ALONG SAID SECTION LINE, 281.40 FEET TO A POINT 4.51 FEET LEFT OF CENTER LINE STATION 3+63.25, SAID POINT BEING ON THE SOUTH LINE OF BOOK 2025, PAGE 38765; THENCE N88°30'50"W ALONG SAID SOUTH LINE, 30.02 FEET TO A FOUND 1/2" IRON PIN (LS 2134), SAID POINT BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD, 25.49 FEET RIGHT OF CENTER LINE STATION 3+64.38; THENCE N03°23'43"W LEAVING SAID RIGHT OF WAY LINE, 21.37 FEET TO A POINT 25.58 FEET RIGHT OF CENTER LINE STATION 3+43.00; THENCE N86°21'52"W, 40.42 FEET TO A POINT 66.00 FEET RIGHT OF CENTER LINE STATION 3+43.00; THENCE N03°38'08"E, 137.00 FEET TO A POINT 66.00 FEET RIGHT OF CENTER LINE STATION 2+06.00; THENCE N42°40'36"E, 70.81 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 21.40 FEET RIGHT

OF CENTER LINE STATION 1+51.00; THENCE N03°23'33"E ALONG SAID RIGHT OF WAY LINE, 69.15 FEET TO A POINT 21.69 FEET RIGHT OF CENTER LINE STATION 0+81.85; THENCE S86°21'52"E LEAVING SAID RIGHT OF WAY LINE, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,047 SQUARE FEET (0.16 ACRE) OF EXISTING RIGHT OF WAY AND 7,522 SQUARE FEET (0.17 ACRE) OF NEW RIGHT OF WAY.

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2025, PAGE 38765 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 21.69 FEET RIGHT OF CENTER LINE STATION 0+81.85, SAID POINT BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD; THENCE WEST LEAVING SAID RIGHT OF WAY LINE TO A POINT 36.69 FEET RIGHT OF CENTER LINE STATION 0+81.85; THENCE SOUTH TO A POINT 36.42 FEET RIGHT OF CENTER LINE STATION 1+45.71; THENCE SOUTHWEST TO A POINT 81.00 FEET RIGHT OF CENTER LINE STATION 2+00.69; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF BOOK 2025, PAGE 38765, 81.00 FEET RIGHT OF CENTER LINE STATION 3+66.46; THENCE EAST ALONG SAID SOUTH LINE TO A FOUND 1/2" IRON PIN (LS 2134), 25.49 FEET RIGHT OF CENTER LINE STATION 3+64.38; THENCE NORTH LEAVING SAID SOUTH LINE TO A POINT 25.58 FEET

RIGHT OF CENTER LINE STATION 3+43.00; THENCE WEST TO A POINT 66.00 FEET RIGHT OF CENTER LINE STATION 3+43.00; THENCE NORTH TO A POINT 66.00 FEET RIGHT OF CENTER LINE STATION 2+06.00; THENCE NORTHEAST TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 21.40 FEET RIGHT OF CENTER LINE STATION 1+51.00; THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 5,398 SQUARE FEET (0.12 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

TRACT 4:

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT FOR N LAKE CITY VALLEY ROAD, BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST IN JACKSON COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2012, PAGE 97796 AT THE JACKSON COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD.

THE SURVEYED CENTER LINE OF N LAKE CITY VALLEY ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIN W/ ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 30 WEST AS REFERENCED IN MISSOURI CERTIFIED LAND CORNER DOCUMENT NO. 600-42153; THENCE N51°46'21"W, 4878.61 FEET TO A POINT ON THE CENTER LINE OF N LAKE CITY VALLEY ROAD AT PROJECT CENTER LINE STATION 0+81.85 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S03°38'08"W, 375.95 FEET TO CENTER LINE STATION 4+57.80 FOR THE POINT OF TERMINATION. (BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN (LS 2134), SAID POINT BEING ON THE NORTH LINE OF BOOK 2012, PAGE 97796 AND THE EXISTING WEST RIGHT OF WAY LINE OF N LAKE CITY VALLEY ROAD; THENCE WEST ALONG SAID NORTH LINE TO A POINT 81.00 FEET RIGHT OF CENTER LINE STATION 3+66.46; THENCE SOUTH TO A POINT 81.00 FEET RIGHT OF CENTER LINE STATION 3+72.93; THENCE SOUTHEAST TO A POINT 40.41 FEET RIGHT OF CENTER LINE STATION 3+83.75;

THENCE SOUTH TO A POINT 40.10 FEET RIGHT OF CENTER LINE STATION 4+57.80; THENCE EAST TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY LINE, 25.10 FEET RIGHT OF CENTER LINE STATION 4+57.80; THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 1,910 SQUARE FEET (0.04 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

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 right-of-way and temporary construction easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such right-of-way and temporary construction 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 right-of-way 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 right-of-way 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:

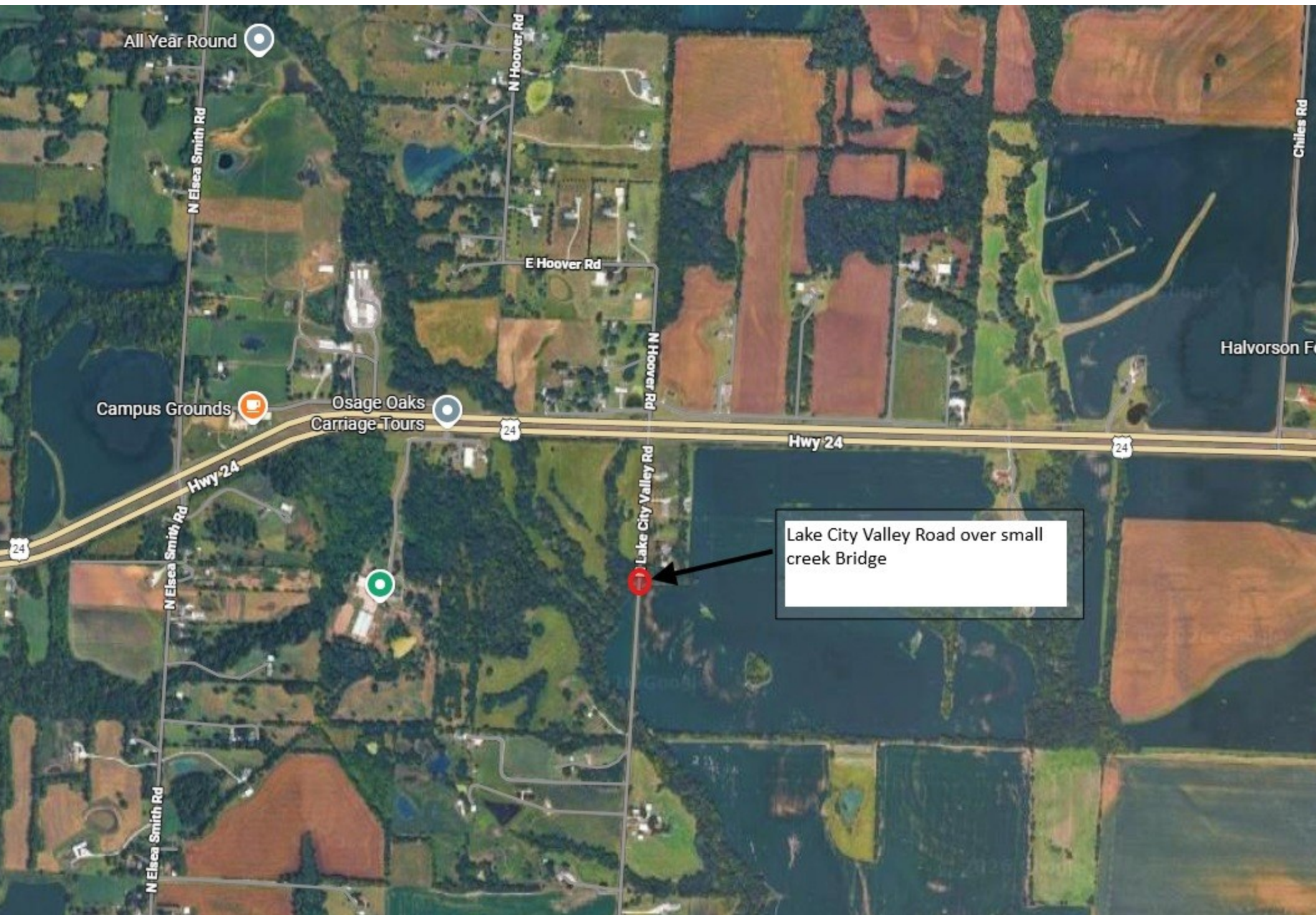
City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-091 **1R** An ordinance authorizing the City Manager to execute a Sidewalk Improvement Agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase 2 Project (Project No. 112401 / Federal Project No. CMAQ-3379(441) & CRP 3379(446)). **1R**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Municipal Services /
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REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-092 **1R** An ordinance establishing the Department of Public Utilities. **1R**

Recommendations:

Council approval is recommended.

Background:

Section 3.14 of the City Charter provides for a combined utilities department that may be created by ordinance. The City Council previously created a combined utilities department in 2018, then eliminated the department in 2020. As the City Manager continually evaluates the administrative functions of City operations, it has been determined that a combined utilities department would improve efficiency and customer service.

Emergency Justification:**Fiscal Impact:**

None

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Dept. of Public Utilities ordinance, 9-11-26
2. Dept. of Public Utilities ordinance, 9-11-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE DEPARTMENT OF PUBLIC UTILITIES.

WHEREAS, Section 3.14 of the City Charter provides for a combined utilities department that may be created by ordinance; and,

WHEREAS, as the City Manager continually evaluates the administrative functions of City operations, it has been determined that a combined utilities department would improve efficiency and customer service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Pursuant to Section 3.14 of the City Charter, the Department of Public Utilities is hereby established, which may include, but is not limited to, the City's electric, water, and wastewater utilities.

SECTION 2. Pursuant to Section 5.13 of the City Charter, the Director of the Department of Public Utilities may hold other offices or positions within the City to the extent said offices or positions are not in conflict with the Director position.

SECTION 3. Upon approval of this Ordinance, the City Manager is hereby directed to draft and bring forward an ordinance that amends the City Code to fully comply with 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 AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE DEPARTMENT OF PUBLIC UTILITIES.

WHEREAS, Section 3.14 of the City Charter provides for a combined utilities department that may be created by ordinance; and,

WHEREAS, as the City Manager continually evaluates the administrative functions of City operations, it has been determined that a combined utilities department would improve efficiency and customer service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Pursuant to Section 3.14 of the City Charter, the Department of Public Utilities is hereby established, which may include, but is not limited to, the City's electric, water, and wastewater utilities.

SECTION 2. Pursuant to Section 5.13 of the City Charter, the Director of the Department of Public Utilities may hold other offices or positions within the City to the extent said offices or positions are not in conflict with the Director position.

SECTION 3. Upon approval of this Ordinance, the City Manager is hereby directed to draft and bring forward an ordinance that amends the City Code to fully comply with 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 AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-093 **1R** An ordinance annexing the north 40 feet of the Kentucky Avenue right-of-way from Hillcrest Avenue west to Hayworth Road from the City of Kansas City, Missouri, and authorizing and directing the City Clerk to file certified copies of this ordinance with the required Jackson County officials. **1R**

Recommendations:

Council approval is recommended.

Background:**Executive Summary:**

The City of Independence seeks to annex this property into the corporate limits of the City for the purpose of completing the Kentucky Road Bridge over Rock Creek Capital Improvement Project 111814.

Background:

The Kentucky Avenue bridge over the Rock Creek Tributary has served over 2,200 motorists in Independence and provides direct access to the city's largest sanitary sewer lift station, which pumps to the Rock Creek Wastewater Treatment Plant. The bridge was built in 1932 and is a cast-in-place concrete slab tee beam design approximately 112 feet long and 22 feet wide for two lanes of traffic. One half of the bridge is currently within the City of Kansas City and the other half is within the City of Independence.

The bridge has been closed since 2019 due to advanced structural deterioration and a large hole in the bridge deck. The structure has remained a long-standing infrastructure challenge for both Independence and Kansas City. Because the bridge sits directly on the municipal boundary, responsibility for funding and repairs became tangled in years of administrative back-and-forth, with neither jurisdiction able to move forward without a cost-sharing agreement.

To break the impasse and finally advance the project, Independence now intends to assume permanent ownership of the bridge. This step will eliminate the jurisdictional delays that have stalled progress and allow the city to coordinate design, construction, and long-term maintenance under a single authority. Once repaired, the bridge will restore an important secondary access route for surrounding neighborhoods and improve operational reliability for the nearby wastewater pump station, which currently relies on limited access points for maintenance and emergency response.

This ordinance involves annexing the northern half of the Kentucky Road right-of-way currently in the City of Kansas City into the City of Independence for the purpose of being the lead agency for the management and construction of a new bridge currently in design.

Under Sec. 71.011 RSMo., the property of a municipality which abuts another municipality may be concurrently detached from one municipality and annexed by the other municipality by the enactment by the governing bodies of each municipality of an ordinance describing by metes and bounds the property, declaring the property so described to be concurrently detached and annexed, and stating the reasons for and the purposes to be accomplished by the detachment and annexation. Section 71.011 RSMo. does not require a public hearing. There are no residents on the subject property as the property consists entirely of right-of-way. The Kansas City Council will be considering an ordinance to detach this right-of-way.

Emergency Justification:

Fiscal Impact:

There are no fiscal impacts due to the annexation. The replacement bridge is currently in design, and a final project estimate is to be determined.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CD.Ordinance Kentucky Road Annexation
2. Annexation Description Exhibit Kentucky Ave 2026-04-01
3. Kansas City Kentucky Rd Detchmnt Ord 04152026

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE NORTH 40 FEET OF THE KENTUCKY AVENUE RIGHT-OF-WAY FROM HILLCREST AVENUE WEST TO HAYWORTH ROAD FROM THE CITY OF KANSAS CITY, MISSOURI, AND AUTHORIZING AND DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH THE REQUIRED JACKSON COUNTY OFFICIALS.

WHEREAS, the Charter of the City of Independence, Missouri, specifies that all powers of the City, unless otherwise assigned, are vested in the City Council, such powers including the enactment of municipal legislation; and,

WHEREAS, Section 71.011, RSMo. sets forth a procedure for property of a municipality which abuts another municipality to be detached from one and annexed by another; and,

WHEREAS, the City of Kansas City and the City of Independence share a border generally located at the centerline of E. Kentucky Road, from the centerline of Hillcrest Drive west to a point generally 100 feet Northeast of the centerline of E, 1st Street and Kentucky Road (approximately 27,382 square feet or 0.63 acres); and,

WHEREAS, there are no residents living in the area to be annexed; and,

WHEREAS, the City of Kansas City intends to detach such portions of unimproved property; and,

WHEREAS, upon concurrent detachment by the City of Kansas City, such portion of E. Kentucky Road will be completely within the control of the City of Independence; and,

WHEREAS, all provisions of Section 71.011, RSMo., authorizing such concurrent detachment and annexation have been met; and,

WHEREAS, the City Council does deem it to be in the best interest of the health, safety, and welfare of its citizens to annex said tract of land, so that City services may be provided to the annexed area(s);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council in its judgment has determined that the City of Independence, Missouri, has the ability to furnish normal municipal services to the area described in Exhibit A, attached hereto and incorporated herein.

SECTION 2. That the reasons for and the purposes of the concurrent annexation and detachment by and between the cities of Independence and Kansas City, Missouri, are to

facilitate the reconstruction of the Kentucky Avenue Bridge currently located in multiple cities that has hindered the reconstruction of said bridge.

SECTION 3. That the area described as follows is abutting the existing City limits of Independence, Missouri:

A tract of land, being part of Kentucky Avenue as now exists and being in the Northwest Quarter of Section 32, Township 50 North, Range 32 West, in Jackson County, Missouri, and that portion of Kentucky Avenue formerly known as Sugar Creek Road established per 1931 plans titled 'Jackson County Highway Engineering Department – Plan and Profile of The Sugar Creek Road (Kentucky Ave.)-From Winner Road to U.S. RTE. NO. 24, obtained from Jackson County Public Works office. The description described herein is for a North portion of said Kentucky Avenue and is for annexation purposes only.

Commencing at the Southwest Corner of said Northwest Quarter of said Section 32; thence S 87°11'35" E along the South line of said Northwest Quarter, a distance of 784.24 feet to a point on the centerline of Kentucky Avenue per said plans; thence N 28°47'50" E along said centerline, a distance of 253.03 feet to a point of curvature; thence Northeasterly along a curve to the right being tangent to the last course and having a radius of 358.13 feet, a delta angle of 47°11'47", and an arc length of 295.00 feet to the Point of Beginning; thence N 14°00'23" W, a distance of 40.00 feet to a point on the North right-of-way of said Kentucky Avenue per said plans, said point also being approximately at the East side of a gravel drive commonly known as Hayworth Road; thence Easterly along a curve to the right having an initial tangent bearing of N 75°59'37" E, a radius of 398.13 feet, a delta angle of 45°25'13", and an arc length of 315.61 feet; thence S 58°35'10" E, a distance of 388.10 feet to the centerline of Hillcrest Drive, a road platted per the subdivision plat of Washington Park Annex filed as Document No. 1926I0211536 in Book 8, Page 62 at the Recorder of Deeds office of Jackson County; thence S 40°46'50" W along said centerline of said Hillcrest Drive, a distance of 40.54 feet to the intersection with the centerline of an 80 feet wide right-of-way of said Kentucky Avenue per said plans; thence N 58°35'10" W along centerline of said Kentucky Avenue, a distance of 381.50 feet to a point of curvature; thence Westerly along said centerline along a curve to the left being tangent to the last course and having a radius of 358.13 feet, a delta angle of 45°25'13", and an arc length of 283.90 feet to the Point of Beginning, and containing 27,382 square feet, more or less, less any part thereof already annexed into the limits of the City of Independence, Missouri.

SECTION 4. The City of Kansas City hereby relinquishes to the City of Independence its right, title or interest in the right of way for E. Kentucky Road that is included in the Property being detached herein; provided, however, that Kansas City retains an exclusive easement in the north half of the right of-way, including but not limited to the current location of Kansas City's water, sewer, and stormwater utilities. Kansas City shall retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement. Kansas City shall have at all times the right to go upon the easement and Independence, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Independence, Missouri as soon as reasonably practicable. Independence, Missouri shall not

require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

To the extent that any such infrastructure is currently located in the north half of the right-of-way, Independence, Missouri will grant to Kansas City, and Kansas City will accept a non-exclusive easement from the center line of E. Kentucky Road north to the north line of the existing right of way. Kansas City shall retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement. Kansas City shall have at all times the right to go upon the easement and Independence, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Independence, Missouri as soon as reasonably practicable. Independence, Missouri shall not require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

Both Independence, Missouri and Kansas City, Missouri acknowledge that it may be necessary to bring utilities across E. Kentucky Road to certain locations. When it is deemed necessary to make such a crossing, they will cooperate to reasonably accomplish such crossing without undue delay or unnecessary cost. Prior to Independence making or allowing such a crossing, it will submit plans to Kansas City for its review and approval, which will not be unreasonably withheld. Prior to Kansas City making or allowing such a crossing, it will submit plans to Independence for its review and approval, which will not be unreasonably withheld. It is understood that both Independence and Kansas City will acknowledge the presence of existing infrastructure in place before a crossing is made and take all steps necessary to preserve the integrity of such infrastructure and access to it.

SECTION 5. That the area described above is hereby annexed into the City limits of the City of Independence, Missouri.

SECTION 6. That there are no residents living in the area described in Exhibit A and therefore there is no requirement for an election or declaratory judgement.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 8. That the City Clerk is hereby authorized and directed to file one certified copy of this ordinance with the Jackson County Clerk's office, one certified copy of this ordinance with the Jackson County Recorder of Deeds office and one certified copy of this ordinance with the Circuit Court of Jackson County. That the City Clerk is further authorized and directed to take any and all necessary steps to consummate this concurrent detachment and annexation by and between the cities of Independence and Kansas City.

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 A – Page 1 of 2
Annexation**

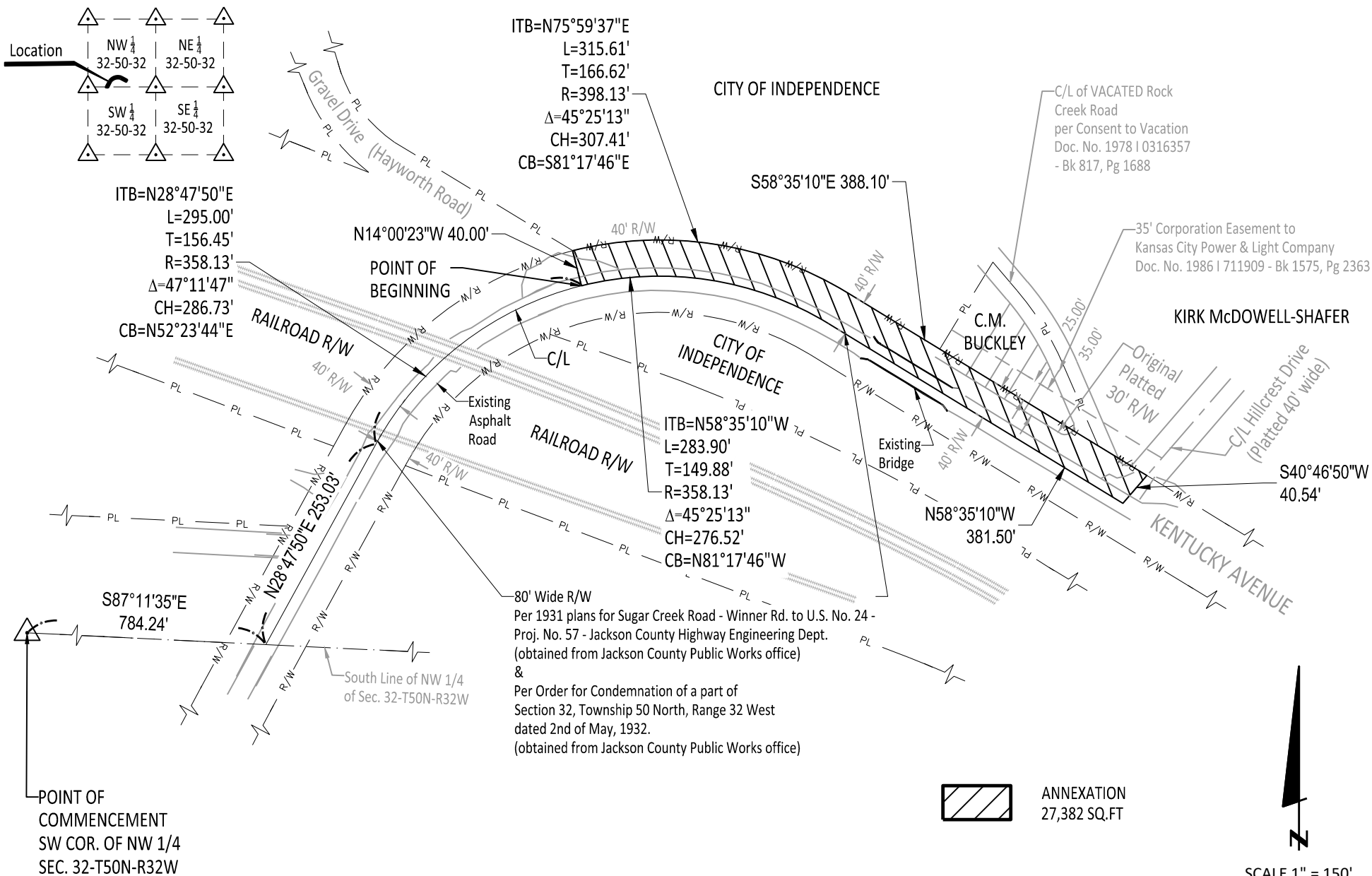
Description:

A tract of land, being part of Kentucky Avenue as now exists and being in the Northwest Quarter of Section 32, Township 50 North, Range 32 West, in Jackson County, Missouri, and that portion of Kentucky Avenue formerly known as Sugar Creek Road established per 1931 plans titled 'Jackson County Highway Engineering Department – Plan and Profile of The Sugar Creek Road (Kentucky Ave.)-From Winner Road to U.S. RTE. NO. 24, obtained from Jackson County Public Works office. The description described herein is for a North portion of said Kentucky Avenue and is for annexation purposes only.

Commencing at the Southwest Quarter of said Northwest Quarter of said Section 32; thence S 87°11'35" E along the South line of said Northwest Quarter, a distance of 784.24 feet to a point on the centerline of Kentucky Avenue per said plans; thence N 28°47'50" E along said centerline, a distance of 253.03 feet to a point of curvature; thence Northeasterly along a curve to the right being tangent to the last course and having a radius of 358.13 feet, a delta angle of 47°11'47", and an arc length of 295.00 feet to the Point of Beginning; thence N 14°00'23" W, a distance of 40.00 feet to a point on the North right-of-way of said Kentucky Avenue per said plans, said point also being approximately at the East side of a gravel drive commonly known as Hayworth Road; thence Easterly along a curve to the right having an initial tangent bearing of N 75°59'37" E, a radius of 398.13 feet, a delta angle of 45°25'13", and an arc length of 315.61 feet; thence S 58°35'10" E, a distance of 388.10 feet to the centerline of Hillcrest Drive, a road platted per the subdivision plat of Washington Park Annex filed as Document No. 1926I0211536 in Book 8, Page 62 at the Recorder of Deeds office of Jackson County; thence S 40°46'50" W along said centerline of said Hillcrest Drive, a distance of 40.54 feet to the intersection with the centerline of an 80 feet wide right-of-way of said Kentucky Avenue per said plans; thence N 58°35'10" W along centerline of said Kentucky Avenue, a distance of 381.50 feet to a point of curvature; thence Westerly along said centerline along a curve to the left being tangent to the last course and having a radius of 358.13 feet, a delta angle of 45°25'13", and an arc length of 283.90 feet to the Point of Beginning, and containing 27,382 square feet, more or less, less any part thereof already annexed into the limits of the City of Independence, Missouri.



ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

ANNEXATION
CITY OF INDEPENDENCE
JACKSON COUNTY, MISSOURI

SHEET NO.

2
of
2

Ordinance No. 26XXXX

Detaching from the City of Kansas City approximately 27,382 square feet, or 0.63 acres generally including three properties located in the Northwest Quarter of Sections 32 of Township 50 North, Range 32 West of the 5th Principal Meridian; and directing the City Manager to file certified copies of this ordinance with the required Jackson County officials.

WHEREAS, the City of Kansas City and the City of Independence Share a border generally located at the centerline of E. Kentucky Road, from the centerline of Hillcrest Drive west to a point generally 100 feet Northeast of the centerline of E, 1st Street and Kentucky Road; and

WHEREAS, the City of Kansas City intends to detach such portions of unimproved property dedicated as Right of Way for the City of Kansas City abutting the properties commonly known as:

400 N Kentucky Ave
420 N Kentucky Ave
400 Norledge Ave

all within the corporate city limits of Kansas City;
and

WHEREAS, upon concurrent annexation by the City of Independence, such portion of E. Kentucky Road will be completely within the control of the City of Independence;
and

WHEREAS, it is in the best interest of each municipality to complete this action;
and

WHEREAS, the property to be concurrently annexed by the City of Independence and detached by Kansas City abuts the City of Independence;
and

WHEREAS, all provisions of Section 71.011, RSMo., authorizing such concurrent detachment and annexation have been met;
and

WHEREAS, there are no residents living in the area to be detached;

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the following property, generally located in the Northwest Quarter of Sections 32 of Township 50 North, Range 32 West of the 5th Principal Meridian and more specifically described as follows:

A tract of land, being part of Kentucky Avenue as now exists and being in the Northwest Quarter

of Section 32, Township 50 North, Range 32 West, in Jackson County, Missouri, and that portion of Kentucky Avenue formerly known as Sugar Creek Road established per 1931 plans titled 'Jackson County Highway Engineering Department – Plan and Profile of The Sugar Creek Road (Kentucky Ave.)-From Winner Road to U.S. RTE. NO. 24, obtained from Jackson County Public Works office. The description described herein is for a North portion of said Kentucky Avenue and is for annexation purposes only.

Commencing at the Southwest Corner of said Northwest Quarter of said Section 32; thence S 87°11'35" E along the South line of said Northwest Quarter, a distance of 784.24 feet to a point on the centerline of Kentucky Avenue per said plans; thence N 28°47'50" E along said centerline, a distance of 253.03 feet to a point of curvature; thence Northeasterly along a curve to the right being tangent to the last course and having a radius of 358.13 feet, a delta angle of 47°11'47", and an arc length of 295.00 feet to the Point of Beginning; thence N 14°00'23" W, a distance of 40.00 feet to a point on the North right-of-way of said Kentucky Avenue per said plans, said point also being approximately at the East side of a gravel drive commonly known as Hayworth Road; thence Easterly along a curve to the right having an initial tangent bearing of N 75°59'37" E, a radius of 398.13 feet, a delta angle of 45°25'13", and an arc length of 315.61 feet; thence S 58°35'10" E, a distance of 388.10 feet to the centerline of Hillcrest Drive, a road platted per the subdivision plat of Washington Park Annex filed as Document No. 1926I0211536 in Book 8, Page 62 at the Recorder of Deeds office of Jackson County; thence S 40°46'50" W along said centerline of said Hillcrest Drive, a distance of 40.54 feet to the intersection with the centerline of an 80 feet wide right-of-way of said Kentucky Avenue per said plans; thence N 58°35'10" W along centerline of said Kentucky Avenue, a distance of 381.50 feet to a point of curvature; thence Westerly along said centerline along a curve to the left being tangent to the last course and having a radius of 358.13 feet, a delta angle of 45°25'13", and an arc length of 283.90 feet to the Point of Beginning, and containing 27,382 square feet, more or less, less any part thereof already annexed into the limits of the City of Independence, Missouri.

is hereby declared to be detached from the City of Kansas City, Missouri.

Section 2. The City of Kansas City hereby relinquishes to the City Independence its right, title or interest in the right of way for E. Kentucky Road that is included in the Property that is being detached herein; provided, however, that Kansas City retains an exclusive easement in the north half of the right of-way, including but not limited to the current location of Kansas City's water, sewer, and stormwater utilities. Kansas City shall retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement. Kansas City shall have at all times the right to go upon the easement and Independence, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Independence, Missouri as soon as reasonably practicable. Independence, Missouri shall not

require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

To the extent that any such infrastructure is currently located in the north half of the right-of-way, Independence, Missouri will grant to Kansas City, and Kansas City will accept a non-exclusive easement from the center line of E. Kentucky Road north to the north line of the existing right of way. Kansas City shall retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement. Kansas City shall have at all times the right to go upon the easement and Independence, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Independence, Missouri as soon as reasonably practicable. Independence, Missouri shall not require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

Both Independence, Missouri and Kansas City, Missouri acknowledge that it may be necessary to bring utilities across E. Kentucky Road at certain locations. When it is deemed necessary to make such a crossing, they will cooperate to reasonably accomplish such crossing without undue delay or unnecessary cost. Prior to Independence making or allowing such a crossing, it will submit plans to Kansas City for its review and approval, which will not be unreasonably withheld. Prior to Kansas City making or allowing such a crossing, it will submit plans to Independence for its review and approval, which will not be unreasonably withheld. It is understood that both Independence and Kansas City will acknowledge the presence of existing infrastructure in place before a crossing is made and take all steps necessary to preserve the integrity of such infrastructure and access to it.

Section 3. That the reasons for and purposes to be accomplished with this detachment by the City of Kansas City are that it will allow for better coordination of utility service and better provision of services for the benefit of the citizens and property owners in the affected area.

Section 4. That the City Manager is hereby directed to file certified copies of this ordinance with the appropriate Jackson County officials as required by Section 71.011.1, RSMo, simultaneously with the filing of the City of Independence's ordinance annexing the Property in the office of the County Clerk of Jackson County, the Jackson County Assessor, the Recorder of Deeds of Jackson County, and the Clerk of the Circuit Court of Jackson County.

Approved as to form:

Abigail Judah
Associate City Attorney

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-094 **1R** An ordinance approving a Special Use Permit for a body art establishment at 1717 S Appleton Ave, Independence, Missouri. **1R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of case 26-200-04, an application for Special Use Permit approval to allow the operations of a body art service establishment at 1717 S Appleton Ave with the following conditions: 1. All operations of the business shall be in accordance with Section 14-416 of the Development Ordinance. A second to the motion was made by Commissioner Young. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Absent

The motion passed 6-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

PROJECT DESCRIPTION: Special Use Permit approval to operate a body art service establishment.

ZONING HISTORY:

The subject site was annexed in 1948. Jackson County records indicate the commercial space was built in 1960. In 1965, upon adoption of the Zoning Ordinance, the subject site was assigned a C-2 (General Commercial) zoning district classification. This designation remained the same until 2011 when the City Council approved a rezoning of the site to ARTS (Arts District).

PROPOSAL:

The Arts District zoning designation requires any body art establishment to obtain special use permit approval. Unbound Tattoo and Art Studio propose to operate their business from an existing commercial strip center at the corner of Appleton Avenue and Winner Road.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The subject site is an irregular-shaped parcel of land consisting of +/-33,000 square feet of land area and a mix of land uses. The commercial strip center houses several businesses, including an art gallery, massage therapy, bookstore, office space, and a restaurant.

CHARACTERISTICS OF THE AREA:

The broader area exhibits a mixed land use pattern, with a strong commercial corridor running along Winner Road. Commercial uses dominate property along Winner Road and include personal services, general retail, civic organizations, food and drink establishments, and restaurants. Residential neighborhoods occupy the areas to the north and south of the corridor, consisting primarily of single-family subdivisions.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All Strategic Plan 2022-2026 provides an objective to attract and retain quality employers with the goal of increasing the economic prosperity of the community. Approval of the special use permit will allow a new business in this corridor.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions a combination of mixed-use and residential urban neighborhoods for this parcel. The Business & Jobs element of the comprehensive plan provides a tool & policy to promote the expansion of small businesses. The plan recognizes the importance of small-scale businesses integrated into walkable neighborhoods.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Public utilities are available to serve the subject site.

Floodplain/Stream Buffer:

The property is not located within any floodplain nor is it affected by stream buffers.

CIP Investments:

Winner Road Complete Streets is planned for fiscal year 2029-2030 and aims to improve both vehicular and non-motorized mobility by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes.

REVIEW CRITERIA:

Recommendations and decisions on Special Use Permit applications must be based on consideration of all the following criteria:

1. Compatibility of the proposed use with the character of the neighborhood.

The subject site is located within the Arts District, which is characterized by a variety of uses including personal services, general retail, food and drink establishments, and civic uses. The proposed body arts establishment is consistent with the corridor and does not introduce a new or unfamiliar intensity of commercial use into the area.

2. The extent to which the proposed use is compatible with the adjacent zoning and uses.

The proposed body arts establishment is located within and supports an already commercially zoned corridor and matches the character of surrounding commercial uses.

3. The impact of the proposed use on public facilities.

All existing public facilities can easily accommodate the use without requiring upgrades or expansions.

4. The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.

The Arts District zoning district designation requires special use permit approval for body arts establishments. The commercial strip center can adequately support the operational, functional, and customer needs associated with the use.

5. The extent to which the proposed use may injure or detrimentally affect the use or enjoyment of property in the area.

No detrimental effects to the surrounding properties in the area are envisioned as a result of the proposed use.

6. The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.

No additional impervious coverage is planned for this site. The business activity aligns with the zoning district classifications and land uses of the surrounding commercial corridor. The proposed use is not expected to adversely impact neighboring properties.

7. The extent to which there is a need for the use in the community.

Imagine Independence Comprehensive Plan 2040 recognizes the importance of small-scale establishments in walkable neighborhoods. Approval of the Special Use Permit supports

the continued viability and active use of the commercial strip center by filling a tenant space with a compatible arts-related business.

- 8. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

The body arts establishment will need to comply with all applicable regulations of the Health Department.

- 9. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**

Public facilities and infrastructure exist at the site and can easily accommodate any demand of the proposed use.

- 10. Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**

Approval of this Special Use Permit conforms with the comprehensive plan's tools and policies to promote the expansion of small businesses in walkable neighborhoods.

- 11. The extent to which the use will impact sustainability or revitalization of a given area.**

Approval of this Special Use Permit will support the stability of commerce in this commercial corridor.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-200-04
2. SUP Staff Report
3. Cover Letter_Redacted
4. Application_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 08.25.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A BODY ART ESTABLISHMENT AT 1717 S APPLETON AVE, INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted requesting approval of a Special Use Permit to allow for the operations of a body art establishment at 1717 S Appleton Ave, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the city following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 25, 2026, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

KIRBY'S RESURVEY LOTS 1, 27, & 28 & MC QUAY'S ADDITION W 12.9' LOT 13, ALL LOT 14, S 105.6' LOT 15

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1. All operations of the business shall be in accordance with Section 14-416 of the Development Ordinance.

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and 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 is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 25, 2026

STAFF: Gabe Glaser, Planner

PROJECT NAME: Unbound Tattoo and Art Studio

CASE NUMBER/REQUEST: **Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave – A**
request for a Special Use Permit to operate a tattoo shop.

APPLICANT: Ronald Ashley Emerson

OWNER: Montacie Development

PROPERTY ADDRESS: 1717 S Appleton Ave

SURROUNDING ZONING/LAND USE:

- North:** R-12 (Two-Family Residential)...Single-family residences
East: ARTS (Arts District)...General Retail, and Food and Drink Establishments
South: ARTS (Arts District)...Civic Institution
West: ARTS (Arts District)/R-12 (Two-Family Residential)...Vacant Land and single-family residences

PUBLIC NOTICE:

- Letters to property owners – July 16, 2026
- Public Notice published in the Independence Examiner – July 25, 2026
- Signs posted on property – July 23, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 21, 2026 and the public hearing/second reading on October 5, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. All operations of the business shall be in accordance with Section 14-416 of the Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: Special Use Permit approval to operate a body art service establishment.

Current Zoning: ARTS (Arts District)

Current Use: Office space, personal services, art gallery, and a restaurant.

Proposed Use: Body art service establishment

Zoning History:

The subject site was annexed in 1948. Jackson County records indicate the commercial space was built in 1960. In 1965, upon adoption of the Zoning Ordinance, the subject site was assigned a C-2 (General Commercial) zoning district classification. This designation remained the same until 2011 when the City Council approved a rezoning of the site to ARTS (Arts District).

Proposal:

The Arts District zoning designation requires any body art establishment to obtain special use permit approval. Unbound Tattoo and Art Studio propose to operate their business from an existing commercial strip center at the corner of Appleton Avenue and Winner Road.

Physical Characteristics of Property:

The subject site is an irregular shaped parcel of land consisting of +/-33,000 square feet of land area and a mix of land uses. A commercial strip center houses several businesses including an art gallery, massage therapy, bookstore, office space and a restaurant.

Characteristics of the Area:

The broader area exhibits a mixed land use pattern, with a strong commercial corridor running along Winner Road. Commercial uses dominate property along Winner Road and include personal services, general retail, civic organizations, food and drink establishments, and restaurants. Residential neighborhoods occupy the areas to the north and south of the corridor, consisting primarily of single-family subdivisions.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

Independence for All Strategic Plan 2022-2026 provides an objective to attract and retain quality employers with the goal of increasing the economic prosperity of the community. Approval of the special use permit will allow a new business in this corridor.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions a combination of mixed use and residential urban neighborhoods for this parcel. The Business & Jobs element of the comprehensive plan provides a tool & policy to promote the expansion of small businesses. The plan recognizes the importance of small-scale businesses integrated into walkable neighborhoods.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Public utilities are available to serve the subject site.

Floodplain/Stream Buffer:

The property is not located within any floodplains nor is it affected by stream buffers.

CIP Investments:

Winner Road Complete Streets is planned for fiscal year 2029-2030 and aims to improve both vehicular and non-motorized mobility by connecting existing sidewalks, placing crosswalks and new pedestrian signals, and adding bike lanes.

REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
The subject site is located within the Arts District , which is characterized by a variety of uses including personal services, general retail, food and drink establishments, and civic uses. The proposed body arts establishment is consistent with the corridor and does not introduce a new or unfamiliar intensity of commercial use into the area.
2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**
The proposed body arts establishment is located within and supports an already commercially zoned corridor and matches the character of surrounding commercial uses.
3. **The impact of the proposed use on public facilities.**
All existing public facilities can easily accommodate the use without requiring upgrades or expansions.
4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**
The Arts District zoning district designation requires special use permit approval for body arts establishments. The commercial strip center can adequately support the operational, functional, and customer needs associated with the use.
5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**
No detrimental effects to the surrounding properties in the area are envisioned as a result of the proposed use.
6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**
No additional impervious coverage is planned for this site. And the business activity aligns with the zoning district classifications and land uses of the surrounding commercial corridor. The proposed use is not expected to adversely impact neighboring properties.
7. **The extent to which there is a need for the use in the community.**
Imagine Independence Comprehensive Plan 2040 recognizes the importance of small-scale establishments in walkable neighborhoods. Approval of the Special Use Permit supports the continued viability and active use of the commercial strip center by filling a tenant space with a compatible arts-related business.
8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**
The body arts establishment will need to comply with all applicable regulations of the Health Department.

9. **The extent to which public facility and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**
Public facilities and infrastructure exist at the site and can easily accommodate any demand of the proposed use.
10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and policies.**
Approval of this Special Use Permit conforms with the comprehensive plan's tools and policies to promote the expansion of small businesses in walkable neighborhoods.
11. **The extent to which the use will impact sustainability or revitalization of a given area.**
Approval of this Special Use Permit will support the stability of commerce in this commercial corridor.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Landscape Plan
9. Comprehensive Plan map
10. Zoning map

Unbound Tattoo and Art Studio



To whom it may concern:

First I would like to thank you for your time. My name is Ronald Ashley Emerson and I am applying for a special use permit to open a tattoo shop at 1717 Appleton Ave.

I've been tattooing professionally for seventeen years and have been making art professionally since the early nineties. As a tattooer I've won awards, tattooed across the western hemisphere and built countless relationships. As a business professional I've managed Tattoos by Ashley LLC. successfully for eight years and was co-owner of Definitive Tattoo Gallery LLC. for five years.

I've lived in Independence since 2019 and it has become my home. I volunteer with the Englewood Community Garden, volunteer with Community Services League, work with WInC and the Englewood Arts Center. Englewood has welcomed me in and I feel woven into the fiber of the community.

Unbound Tattoo and Art Studio is not a quantity driven tattoo shop. We are a community driven shop. Giving back to our community is one of our core values. Our platform gives us the opportunity to sponsor events, perform community service and pursue philanthropic endeavors. As a member of the Englewood Arts District I plan to be engaged with the Business Association as well as the Independence Chamber of Commerce. I believe the more we work together the more we can succeed.

The shop itself will have room for two more artists, but there is nobody currently in those work spaces. I will be starting off privately and letting the studio grow when the right artist comes along. The right artist will be experienced, professional and active in the community.

Thank you again for your time and support. I believe we can work together and make great things for the city of Independence.

Sincerely,

Ronald Ashley Emerson

Unbound Tattoo and Art Studio

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

Unbound Tattoo and Art Studio
Project Name

1717 Appleton Ave
Project Address/Location

Sq. Ft. of Building Acreage Number of Lots/Tracts Steam Buffer (Yes or No)

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
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Contact Information

Applicant

Ronald Ashley Emerson
Name Company
133 N Davidson Ave
Address

Owner

Montacie Development
Name Company
10900 E. Winner Road
Address

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.

[Signature] 6-15-26
Applicant's Signature Date

[Signature] 6-16-26
Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 08/05/2026

Case No. 26-200-04

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: Custom tattoo and art studio.

Applicant: Ronald Ashley Emerson

Location of Property: 1717 S Appleton Ave.

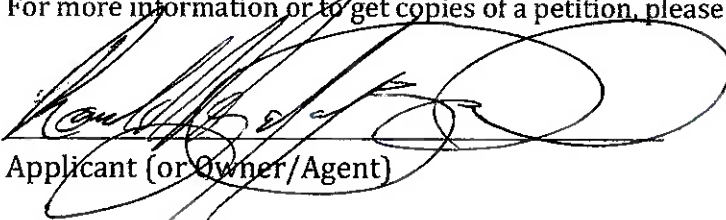
Planning Commission Meeting Date: 08/25, 2026, at 6:00 p.m.

City Council Meeting Date: 10/05, 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.



Applicant (or Owner/Agent)

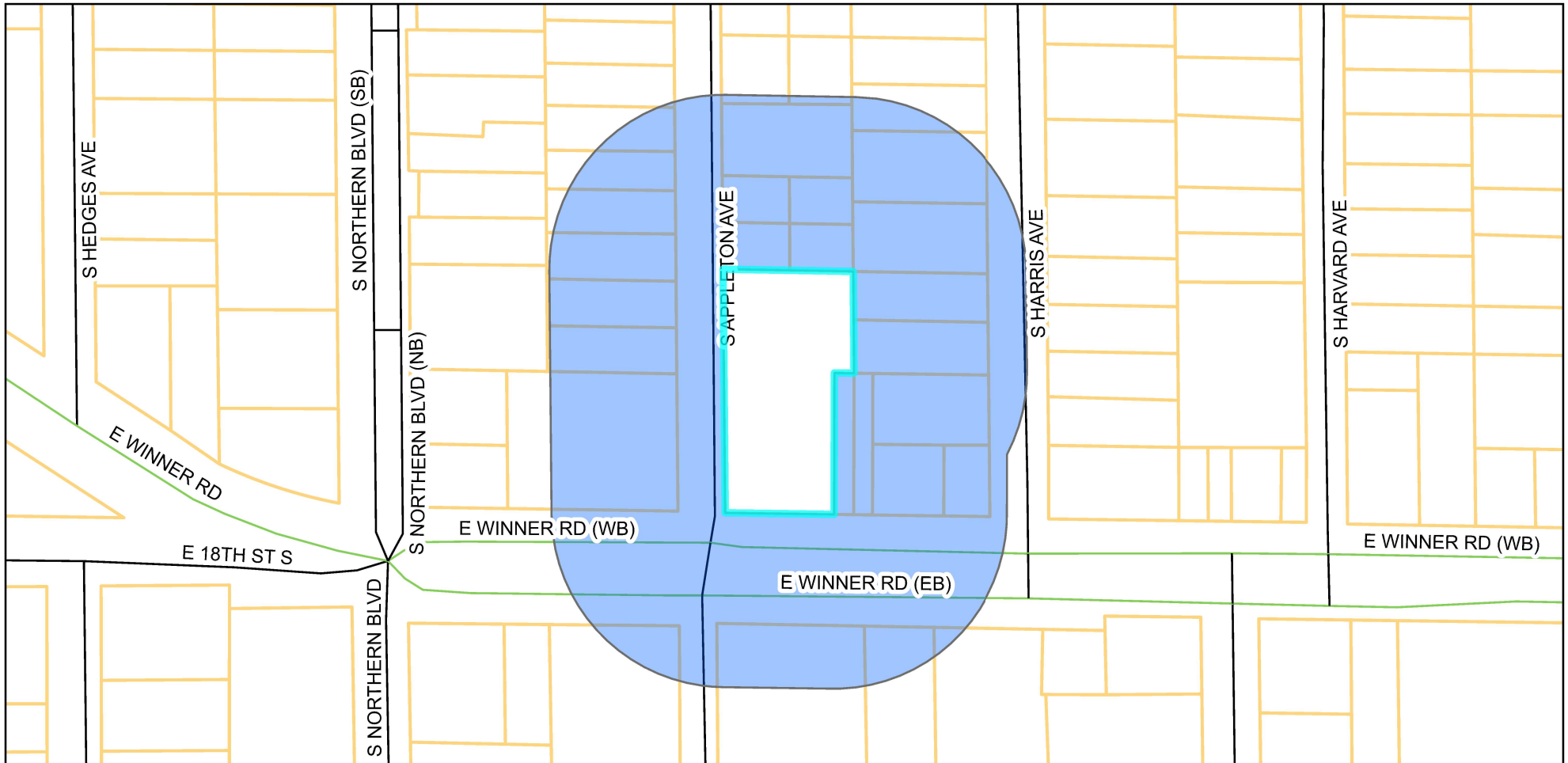
For more information, contact the Community Development Department at 816-325-7421.

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
27-140-21-46-00-0-00-000	10900 E WINNER RD	MONTACIE DEVELOPMENT CORP	10900 E WINNER RD	INDEPENDENCE	MO	64052
27-610-04-25-00-0-00-000	10815 E WINNER RD	HASTING HOLDINGS LLC	2528 NE ANGEL FISH PL	LEES SUMMIT	MO	64086
27-140-21-27-00-0-00-000	1722 S HARRIS AVE	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-17-00-0-00-000	1707 S APPLETON AVE	ARF2 LLC	16657 E 23RD ST S STE 370	INDEPENDENCE	MO	64055
27-610-05-05-00-0-00-000	10901 E WINNER RD	ENGLEWOOD ARTS	10900 E WINNER RD	INDEPENDENCE	MO	64052
27-140-09-26-00-0-00-000	1714 S APPLETON AVE	CAIN PROPERTIES LLC	17 M STREET, LAKE SHORE DR LAKE	LOTAWANA	MO	64086
27-610-05-03-00-0-00-000	10923 E WINNER RD	BAMBAM TRUST DATED 02/23/2023	3859 W 95TH ST	OVERLAND PARK	KS	66204
27-140-09-28-00-0-00-000	1710 S APPLETON AVE	CEDARWOOD PROPERTIES KC LLC	P.O. BOX 184	INDEPENDENCE	MO	64051
27-140-09-31-00-0-00-000	1704 S APPLETON AVE	LUGENBEEL DONALD L JR	1704 APPLETON	INDEPENDENCE	MO	64053
27-140-21-26-00-0-00-000	10922 E WINNER RD	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-31-00-0-00-000	1710 S HARRIS AVE	GIBSON ROGER D & ALICE	1714 HARRIS	INDEPENDENCE	MO	64052
27-140-21-30-00-0-00-000	1714 S HARRIS AVE	GIBSON ROGER D & ALICE	1714 HARRIS	INDEPENDENCE	MO	64052
27-140-21-43-00-0-00-000	10910 E WINNER RD	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-29-00-0-00-000	1716 S HARRIS AVE	HAMPTON RICKY LEE	1716 S HARRIS AVE	INDEPENDENCE	MO	64052
27-140-21-28-00-0-00-000	1718 S HARRIS AVE	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-32-00-0-00-000	1704 S HARRIS AVE	SANTIBANEZ JOSE	704 E WALNUT ST	INDEPENDENCE	MO	64050
27-140-09-46-00-0-00-000	1712 S APPLETON AVE	TREJO O FELIA	1712 APPLETON AVE	INDEPENDENCE	MO	64052
27-140-21-42-00-0-00-000	10912 1/2 E WINNER RD	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-20-00-0-00-000	1709 S APPLETON AVE	ISSARA REAL ESTATE LLC	13883 W 57TH ST	SHAWNEE	KS	66216
27-140-21-45-00-0-00-000	1705 S APPLETON AVE	WARD NICHOLE M	1705 APPLETON AVE	INDEPENDENCE	MO	64052
27-140-21-14-00-0-00-000	1701 S APPLETON AVE	THURMAN RICHARD G & ELIZABETH D	1701 APPLETON	INDEPENDENCE	MO	64052
27-140-21-25-00-0-00-000	10914 E WINNER RD	ENGLEWOOD PROPERTIES LLC	923 NE WOODS CHAPEL RD #164	LEES SUMMIT	MO	64064
27-140-21-18-00-0-00-000	1707 S APPLETON AVE	ARF2 LLC	PO BOX 1127	REDONDO BEACH	CA	90278
27-140-09-30-00-0-00-000	1706 S APPLETON AVE	BRADLEY KEITH DAVID	1706 S APPLETON AVE	INDEPENDENCE	MO	64052
27-610-05-04-01-0-00-000	10917 E WINNER RD	FRIENDS OF ENGLEWOOD THEATER	3704 S GRAND AVE	INDEPENDENCE	MO	64055
27-140-09-49-00-0-00-000	10812 E WINNER RD	HASTING HOLDINGS LLC	2528 NE ANGEL FISH PL	LEES SUMMIT	MO	64086
27-140-21-13-00-0-00-000	1701 S APPLETON AVE	THURMAN RICHARD G & ELIZABETH D	1701 APPLETON	INDEPENDENCE	MO	64052
27-140-21-19-00-0-00-000	1709 S APPLETON AVE	ORELLANA MIRNA FIGUEROA	1709 S APPLETON AVE	INDEPENDENCE	MO	64052
27-140-09-32-00-0-00-000	1702 S APPLETON AVE	BROWN JAMES M	1702 APPLETON AVE	INDEPENDENCE	MO	64052
27-140-09-29-00-0-00-000	1708 S APPLETON AVE	MENSSSEN ANTHONY & TRACEY	1708 S APPLETON AVE	INDEPENDENCE	MO	64052

Notification Area Map

1717 S Appleton Ave

Case #26-200-04



 Notification Area
 Parcels

Meeting Date: August 25, 2026
Prepared For: Planning Commission



Property Owner Notification Affidavit

STATE OF MISSOURI

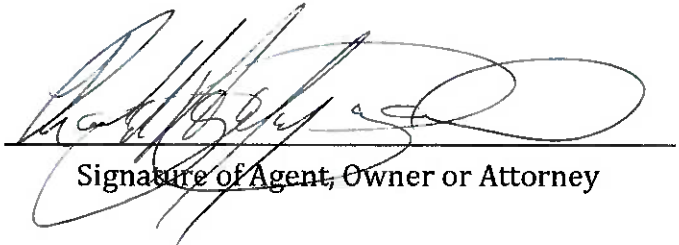
COUNTY OF JACKSON

Case No. 26-200-04

I, Ronald Ashley Emerson, 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.**

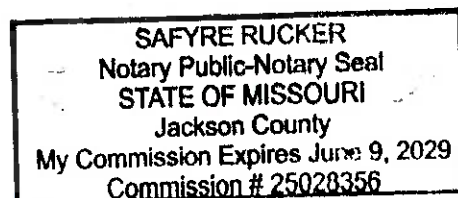
These notices were mailed on the 6 day of August, 2026.


Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 6 day of August, 2026.


Notary Public

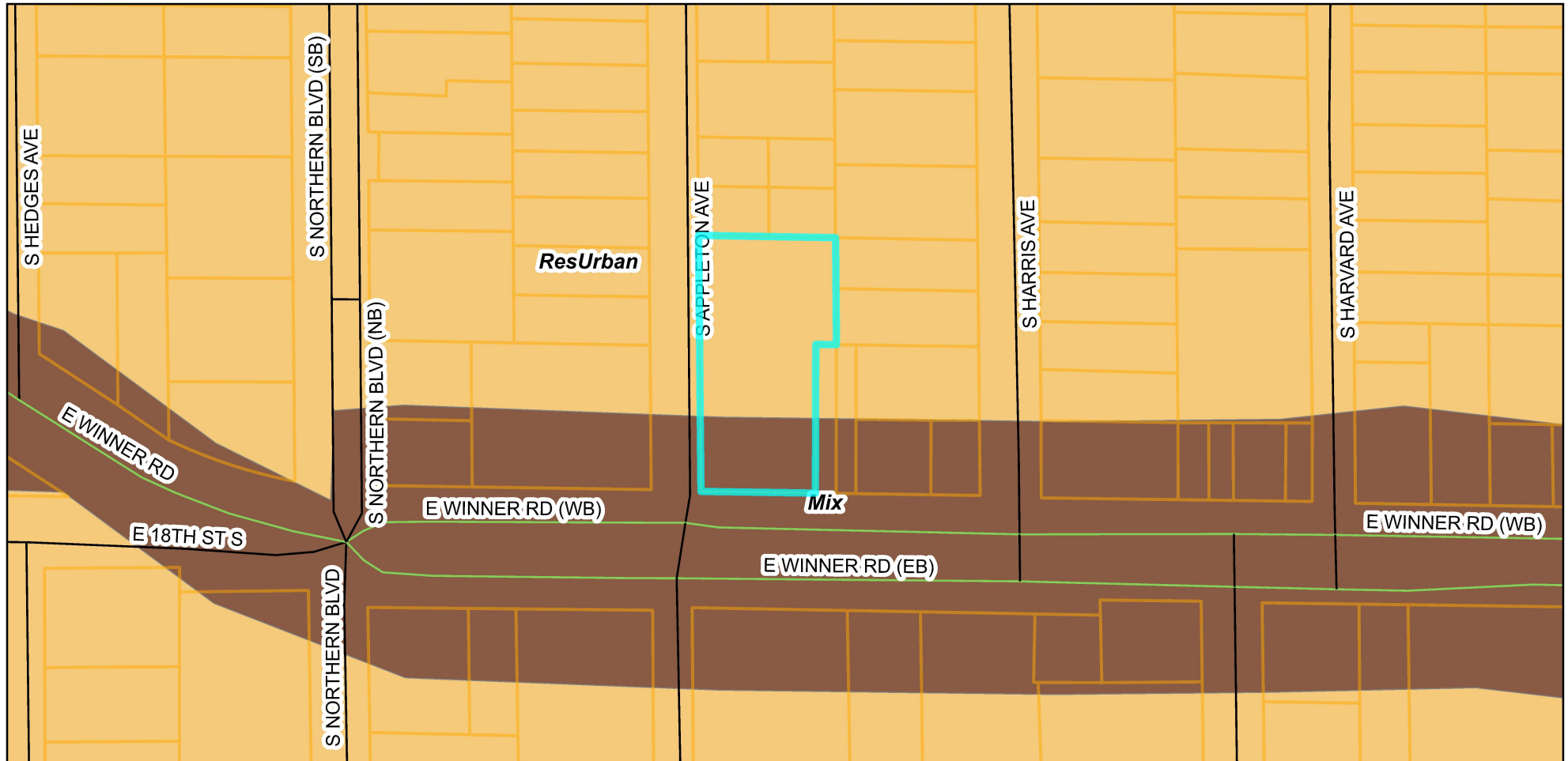
June 9, 2029
Commission Expiration Date



Comprehensive Plan

1717 S Appleton Ave

Case #26-200-04



Parcels

Comprehensive Plan

Mixed Use

Residential Urban
Neighborhoods

0 125 250 500 US Feet

Prepared For: Planning Commission

Meeting Date: August 25



Zoning Map

1717 S Appleton Ave

Case #26-200-04



 Parcels

Zoning District

 ARTS

 C-2

 R-12

 R-30/PUD

0 125 250 500 US Feet

Prepared For: Planning Commission

Meeting Date: August 25, 2026





Planning Commission Minutes

August 25, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/25/2026 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 - Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Laurie Dean Wiley.

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 – August 11, 2026
2. **Case 26-320-04 – Final Plat – Jackson Place, 2nd Plat** – A request to approve a final plat located generally southeast of Jackson Drive and south of R. D. Mize Road.

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE SEPTEMBER 15, 2026 MEETING.

1. **Case 26-125-05 – Rezoning/PUD – 934 E 23rd Street S** – A request to rezone the

property from C-1 (Neighborhood Commercial) to R-12/PUD (Two Family Residential/Planned Unit Development) and approve a preliminary development plan.

Commissioner Edward Nesbitt made a motion to continue the case to September 15th. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

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

Ronald Ashley Emerson, 133 N. Davidson Ave, stated that he has 17 years of professional tattooing experience, including 12 years in Missouri, and previously co-owned a tattoo shop in the Westport area. He discussed his involvement in the Englewood Arts District and commitment to community involvement and charitable efforts. Emerson stated that he has an established clientele throughout eastern Jackson County and believes the proposed location in Independence will better serve his clients and attract visitors to the Englewood District. He also confirmed that he had spoken with neighboring businesses and received their support for the proposed establishment.

Public Comments

Torrance Kelley, 7310 Sycamore Ave, Kansas City, President of the Englewood Business Association, stated that the association strongly supports Unbound Tattoo and Art Studios. He stated that the association values businesses that become active members of the community, and noted Emerson's existing involvement and support of the Englewood community. Kelley stated that the Englewood Business Association believes the proposed business would be a responsible and positive addition to the district.

Thad McCullough, 1937 S. Hardy Avenue, spoke favorably regarding Emerson's character and his commitment to the community. McCullough described Emerson as a positive asset to the community.

Commissioner Comments

The Commission discussed the number of tattoo establishments currently operating in Independence. Staff explained that City Code permits one tattoo establishment per 15,000 residents, allowing for a total of eight establishments in the City. Staff estimated that there are currently six or seven establishments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-09 – Rezoning – 17610 E. Bolger Rd** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) 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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicant and introduced the proposed Dillons grocery store. Moore stated that the property had been zoned C-2 for more than 50 years before a 2023 proposal sought to redevelop the site with multifamily housing. That proposal did not move forward, and the current request would return the property to its previous C-2 zoning designation, along with a Special Sign Permit.

Moore presented renderings of the proposed grocery store and discussed improvements to the property, including maintaining existing healthy trees and repairing portions of the deteriorated parking lot. He noted that the improvements would extend into the Merchant Square property and include improvements to the center entrance.

Moore also reviewed the proposed site access, including an existing drive from Crackerneck Rd for grocery pickup, a new entrance for pharmacy access, and the proposed fuel station, which would be an accessory use to the grocery store and include a customer rewards program.

Tim Goyad, 11501 North Lake Drive, Cincinnati, Ohio, 45249, with Phillips Edison, stated that the existing building is structurally sound and will be evaluated to ensure any modifications meet current building codes. He explained that the project will primarily repurpose the existing structure, including painting portions of the masonry, adding a vestibule at the main entrance, and reusing the existing interior and rear portions of the building.

Public Comments

Jo Reimal, 17800 Bolger Rd, spoke in support of the proposed Dillons grocery store, stating that nearby condominium residents would benefit from having a grocery store within walking distance. Ms. Reimal also requested additional stop signs along Crackerneck Rd near the former Jo-Ann's location and Casey's to address traffic safety concerns.

Angie Lotz, 1326 S. Kings Hwy, spoke in support of the proposed Dillons grocery store, stating that the development would improve the area and provide a needed grocery option. She expressed concerns regarding traffic flow around the proposed fuel station and suggested considering an access design similar to the Costco location on 40 Highway.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, explained that an alternative fuel station orientation was considered, but the proposed layout was selected to preserve parking and meet Dillons parking requirements. The applicant stated that fuel delivery trucks would circulate around the fuel canopy and access the fueling area from the west side. The proposed layout also meets Dillons requirements for vehicle stacking.

Commissioner Comments

Commissioner Ashbaugh discussed the existing traffic signal, landscaping, parking lot islands, and irrigation system at the shopping center. Staff explained that the traffic signal was installed due to the significant traffic generated by the shopping center when it was originally developed and would continue to accommodate traffic associated with the proposed redevelopment. Staff also stated that the landscaping and parking areas would be reviewed during the engineering process to ensure compliance with current City requirements, including the evaluation and replacement of dead or unsuitable trees. Staff noted that some existing areas may not have been subject to current landscaping requirements due to previous tenant improvements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-600-01 – Special Sign Permit – 17610 E. Bolger Rd** – A request by Dillons for approval of a Special Sign.

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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicants. Mr. Moore reviewed the proposed signage, noting that the applicant was seeking approval for a monument sign at the center entrance. The proposed sign would be 10 feet in height, two feet taller than the standard eight-foot allowance, to accommodate additional tenant information, the Dillons logo, and fuel station advertising. Moore stated that the proposed sign would not obstruct the required sight triangle or interfere with traffic entering or exiting the shopping center.

Moore concluded by requesting approval to rezone the property back to C-2, its previous zoning designation, and approval of the Special Sign Permit to allow the proposed Dillons grocery store to locate at the property.

Commissioner Nesbitt asked whether the applicant would be purchasing or leasing the property. Mr. Moore confirmed that the property would be purchased. Commissioner Nesbitt then expressed concerns regarding traffic entering the shopping center and traveling in front of the store entrance. He questioned whether an alternative entrance location had been considered to reduce congestion and conflicts between vehicle and pedestrian traffic.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, stated that the traffic consultant evaluated the site and recommended maintaining the existing entrance configuration. He noted that the analysis did not identify any issues with the existing drive or the anticipated traffic generated by the proposed development.

Rick Arroyo, Assistant Director, stated that the existing site currently experiences limited traffic due to the condition of the property, but noted that the entrance and traffic signal were originally established when the shopping center was more heavily utilized. He explained that further engineering review would be required as part of the rezoning process, including consideration of traffic flow and alignment with existing entrances on Crackerneck Rd. Mr. Arroyo stated that the traffic study completed for the proposed development did not identify excessive traffic impacts that the site could not accommodate.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt questioned the proposed 10-foot monument sign and the need for additional height. Staff explained that the height was requested as part of a unified sign plan to accommodate additional tenant panels.

Mr. Barnes stated that the sign would require a sign easement from Target and Westmore Rentals and would complement the existing shopping center signage. He also confirmed that the sign would not obstruct sight lines, would be managed and maintained by the applicant, and that individual tenants would be responsible for their own signage.

Staff noted that landscaping would be required around the sign, and the applicant agreed to comply with applicable requirements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

-
2. **Case 26-175-04 – UDO Amendment #81 – New Evidence** – A request to amend the Unified Development Ordinance relating to new evidence.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo 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

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 15, 2026

ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-095 **1R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential/Planned Unit Development) to C-2 (General Commercial) for the property located at 17610 E Bolger Rd. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 26-100-09, a request to rezone 17610 E Bolger Rd from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial). A second was made by Commissioner Torres. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Absent

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from R-30/PUD (High-Density Residential/Planned Unit Development) to C-2 (General Commercial).

PROPERTY HISTORY:

The subject property was annexed into the City of Independence in 1960. When the City adopted the Zoning Ordinance in 1965, the property was assigned an R-1 (Single-Family Residential) zoning classification. In 1969, at the property owner’s request, the City Council approved a rezoning of the property from R-1 to C-3 (Commercial). In anticipation of large-scale commercial and multi-family development, the city encouraged development at the intersection of I-70 and the U.S. 71 By-Pass (now Missouri Route 291). The site remained undeveloped following the commercial rezoning. In 1980, following an amendment to the Zoning Ordinance, the zoning classification of the site changed from C-3 to C-2 (General Commercial). City records indicate that the property remained agricultural until 1995, when the city approved a site plan application for Bolger Square, a shopping center with a cumulative building footprint of approximately 300,000 square feet.

In 2023, following the closure of the JCPenney store, the City Council approved a rezoning of

the site from C-2 (General Commercial) to R-30/PUD (High-Density Residential/Planned Unit Development). The Council also approved a preliminary development plan for a 358-unit multi-family complex. This plan has not been implemented, and the zoning classification of the site remains high-density residential.

PROPOSAL:

The applicant proposes an adaptive reuse of the site by rehabilitating the existing building for a grocery store. Fueling stations are proposed at the southwest corner of the property as an accessory use for grocery store patrons. A drive-through pharmacy is also proposed on the west side of the building, with access proposed from Crackerneck Road.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject site is located on the north side of 39th Street and contains approximately 123,000 square feet of building area on a parcel of approximately 10 acres. The site is bound by Crackerneck Road on the west, Bolger Road on the north and east, and 39th Street on the south.

CHARACTERISTICS OF THE AREA:

The surrounding area contains a diverse mix of land uses and zoning district classifications. East 39th Street serves as the primary arterial for the commercial corridor, which consists of shopping centers with similar development patterns. Multi-family residential developments are located north and south of the site. Single-family subdivisions, arranged in traditional street-grid patterns, characterize the areas to the north, west, and south.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All, Strategic Plan provides a goal to increase the economic prosperity of the community by attracting and retaining quality employers and growing business and industry. In addition, the plan encourages enhancing public health and stabilizing and revitalizing neighborhoods. Approval of this rezoning request serves to prepare this vacant site to be rehabilitated for a grocery store and supports the goals and objectives of the strategic plan.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a regional commercial future land use classification for the subject site and surrounding properties. The regional commercial land use category includes major commercial areas with a variety of large format retailers located along arterials and state highways. The rezoning request supports the comprehensive plan's directive to foster redevelopment opportunities in an effort to revitalize unused or underused property.

Sub-Area Plans:

The subject site is not located within any sub area plans.

Zoning:

The current zoning district designation reserves the site for multi-family land use. Rezoning the property to commercial is appropriate for the applicant's proposal and matches the surrounding land use and zoning classifications.

Public Utilities:

All utilities are available to serve the site.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions regional commercial land uses for the area. Imagine Independence 2040 guides the City to foster redevelopment opportunities in an effort to revitalize unused or underused property.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts. *The subject site is not located within any sub-area plans.***3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.** *The property is located within a commercial corridor consisting of shopping centers with similar characteristics. The proposed rezoning is compatible with the surrounding zoning classifications and land uses in the area.***4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.** *The site is located within a commercial corridor characterized by large format shopping centers. Surrounding neighborhoods and multifamily developments are poised to support the proposed grocery store use.***5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.** *Approval of this rezoning request will permit the rehabilitation of an existing vacant commercial building for use as a grocery store.***6. The length of time the subject property has remained vacant as zoned.** *The existing commercial store has been vacant for at least 6 years.***7. The extent to which approving the rezoning will detrimentally affect nearby properties.** *The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.***8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** *If rezoning is denied, the property will not be rehabilitated as proposed by the applicant.*

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-100-09
2. Rezoning Staff Report-26-100-09
3. Cover Letter
4. Application Bolger Square_Redacted
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Site Plan
10. Comp Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 08.25.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH-DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO C-2 (GENERAL COMMERCIAL) FOR THE PROPERTY LOCATED AT 17610 E BOLGER RD.

WHEREAS, a request to rezone the property located at 17610 E Bolger Road from District R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on August 25, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the following legally described property is hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial) and shall be subject to the regulations of said district:

LOT 3; BOLGER SQUARE, THE RESUBDIVISION OF LOTS 2 & 3

SECTION 2. 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 is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 25, 2026

STAFF: Gabe Glaser, Planner

PROJECT NAME: Dillons Grocery Store

CASE NUMBER/REQUEST: **Case 26-100-09 – Rezoning – 17610 E. Bolger Rd** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

APPLICANT: Bill Moore, Rouse Frets White, P.C.

PROPERTY LOCATION: 17610 E Bolger Rd

SURROUNDING ZONING/LAND USE:

North: R-18/PUD (Moderate Density Residential/Planned Unit Development) and C-2 (General Commercial)...Condominiums and landscaping business
East: C-2 (General Commercial)...General retail sales and restaurant
South: C-2 (General Commercial)...Gas station, car wash, and medical service
West: C-2 (General Commercial)...Gym and general retail sales

PUBLIC NOTICE:

- Letters to property owners – July 22, 2026
- Public Notice published in the Independence Examiner – August 7, 2026
- Signs posted on property – August 6, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on September 21, 2026 and the public hearing/second reading on October 5, 2026

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request to rezone the property from R-30/PUD (High-Density Residential/Planned Unit Development) to C-2 (General Commercial).

Current Zoning: R-30/PUD

Proposed Zoning: C-2

Current Use: Vacant

Proposed Use: Grocery Store

Zoning History: 1965 – 1969: R-1 (Single-Family Residential)

1969 – 1980: C-3 (Commercial)

1980 - 2009: C-2 (General Commercial)

2009 – 2023: C-2 (General Commercial)

2023 – Present: R-30/PUD (High-Density Residential/Planned Unit Development)

Property History:

The subject property was annexed into the City of Independence in 1960. When the City adopted the Zoning Ordinance in 1965, the property was assigned an R-1 (Single-Family Residential) zoning classification. In 1969, at the property owner's request, the City Council approved a rezoning of the property from R-1 to C-3 (Commercial). In anticipation of large-scale commercial and multi-family development, the city encouraged development at the intersection of I-70 and the U.S. 71 By-Pass (now Missouri Route 291). The site remained undeveloped following the commercial rezoning. In 1980, following an amendment to the Zoning Ordinance, the zoning classification of the site changed from C-3 to C-2 (General Commercial). City records indicate that the property remained agricultural until 1995, when the city approved a site plan application for Bolger Square, a shopping center with a cumulative building footprint of approximately 300,000 square feet.

In 2023, following the closure of the JCPenney store, the City Council approved a rezoning of the site from C-2 (General Commercial) to R-30/PUD (High-Density Residential/Planned Unit Development). The Council also approved a preliminary development plan for a 358-unit multi-family complex. This plan has not been implemented, and the zoning classification of the site remains high-density residential.

Proposal:

The applicant proposes an adaptive reuse of the site by rehabilitating the existing building for a grocery store. Fueling stations are proposed at the southwest corner of the property as an accessory use for grocery store patrons. A drive-through pharmacy is also proposed on the west side of the building, with access proposed from Crackerneck Road.

Physical Characteristics of Property:

The subject site is located on the north side of 39th Street and contains approximately 123,000 square feet of building area on a parcel of approximately 10 acres. The site is bound by Crackerneck Road on the west, Bolger Road on the north and east, and 39th Street on the south.

Characteristics of the Area:

The surrounding area contains a diverse mix of land uses and zoning district classifications. East 39th Street serves as the primary arterial for the commercial corridor, which consists of shopping centers with similar development patterns. Multi-family residential developments are located north and south of the site. Single-family subdivisions, arranged in traditional street-grid patterns, characterize the areas to the north, west, and south.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

Independence for All, Strategic Plan provides a goal to increase the economic prosperity of the community by attracting and retaining quality employers and growing business and industry. In addition, the plan encourages enhancing public health and stabilizing and revitalizing neighborhoods. Approval of this rezoning request serves to prepare this vacant site to be rehabilitated for a grocery store and supports the goals and objectives of the strategic plan.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence 2040 designates a regional commercial future land use classification for the subject site and surrounding properties. The regional commercial land use category includes major commercial areas with a variety of large format retailers located along arterials and state highways. The rezoning request supports the comprehensive plan's directive to foster redevelopment opportunities in an effort to revitalize unused or underused property.

Sub-Area Plans:

The subject site is not located within any sub area plans.

Zoning:

The current zoning district designation reserves the site for multi-family land use. Rezoning the property to commercial is appropriate for the applicant's proposal and matches the surrounding land use and zoning classifications.

Public Utilities:

All utilities are available to serve the site.

Floodplain/Stream Buffer:

The subject site is not affected by floodplains or stream buffers.

CIP Investments:

There are no capital projects planned for this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions regional commercial land uses for the area. Imagine Independence 2040 guides the City to foster redevelopment opportunities in an effort to revitalize unused or underused property.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is not located within any sub area plans.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The property is located within a commercial corridor consisting of shopping centers with similar characteristics. The proposed rezoning is compatible with the surrounding zoning classifications and land uses in the area.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The site is located within a commercial corridor characterized by large format shopping centers. Surrounding neighborhoods and multi-family developments are poised to support the proposed grocery store use.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

Approval of this rezoning request will permit the rehabilitation of an existing vacant commercial building for use as a grocery store.

6. The length of time the subject property has remained vacant as zoned.

The existing commercial store has been vacant for at least 6 years.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The proposed rezoning fits within the allowed uses and character of the surrounding corridor.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property will not be rehabilitated as proposed by the applicant.

EXHIBITS

1. Cover Letter
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Site Plan
8. Comprehensive Plan map
9. Zoning map

July 6, 2026

City of Independence
Community Development
111 E. Maple Avenue
Independence, MO, 64050

Re: Dillons Grocery Store – Rezoning Request

To Whom It May Concern:

Phillips Edison Group LLC is under contract to purchase the property located at 17610 E. Bolger Road, Independence, Missouri ("Property"). We respectfully request that the Property be rezoned from R-30/PUD (Residential Planned Unit Development) to C-2 (General Commercial) to facilitate the redevelopment of the former JC Penney building.

Phillips Edison proposes to repurpose the existing structure as a Dillon's Grocery Store, including full-service grocery retail sales, a drive-through pharmacy, online order pickup, and an accessory fuel center. The project will return a vacant building to a productive use, create employment opportunities, generate additional tax revenue, and provide a valuable grocery shopping destination for the community.

We respectfully request the City's consideration and approval of the proposed rezoning from R-30/PUD to C-2. Should you have any questions or require additional information, please do not hesitate to contact me at 513.338.2802.

Sincerely,

The Phillips Edison Group LLC,



Tim Goyette
Vice President of Design, Development, & Construction

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

Dillons Grocery Store

Project Name

17610 E. Bolger Road, Bolger Square, (former J.C. Penney)

Project Address/Location

121,796	10.06	1	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R	C-2	Retail Store	Retail Store
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

Bill Moore [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Phone Email

Architect/Engineer/Surveyor/Other: Engineer

Marvin Brown Pickering Firm, Inc.

Name Company

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Owner

RW Bolger Square LLC

Name Company

[Redacted]
[Redacted]

Phone Email

Architect/Engineer/Surveyor/Other: Other

Tim Goyette The Phillips Edison Group

Name Company

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Phone [Redacted]

The applicant hereby agrees that the information provided above is accurate.

William B. Moore 7-6-26
Applicant's Signature Date

[Redacted Signature] 2 July 26
Owner's Signature Date

Property Owner Notification Letter

Date: July 22, 2026

Case No. 26-100-09

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: Dillons Grocery Store
Applicant: Phillips Edison & Company (c/o Bill Moore)
Location of Property: 17610 E. Bolger Rd (Bolger Square)
Planning Commission Meeting Date: August 25, 2026 at 6:00 p.m.
City Council Meeting Date: October 5, 2026 at 6:00 p.m.
Location of Public Hearing: 20201 E. Jackson Drive, Independence, MO 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.



William B. Moore
Applicant /Agent / Attorney

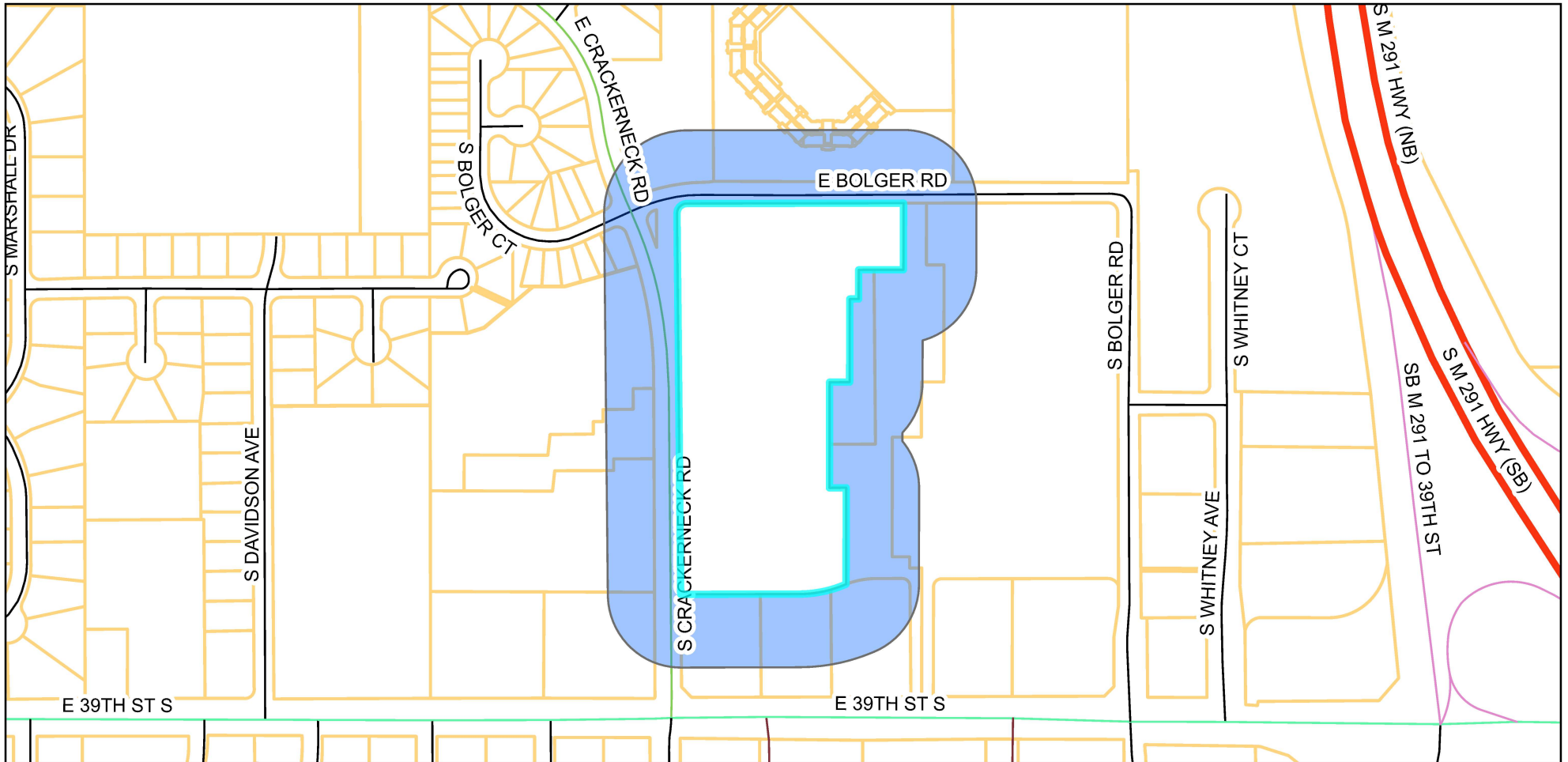
For more information, contact the Community Development Department at 816-325.7421.

Parcel ID	Property Address	Property Owner	Owner Address	City	State	ZIP Code
34-310-04-21-00-0-00-000	17610 E BOLGER RD	RW BOLGER SQUARE LLC	353 W LANCASTER AVE STE 300	WAYNE	PA	19087
34-310-08-52-00-0-00-000	CA RESIDENTIAL	APPLE TREE MANOR CONDO ASSOC	17800 BOLGER RD 001-B	INDEPENDENCE	MO	64055
34-310-03-36-00-0-00-000	3830 S CRACKERNECK RD	ASPEN ESTATES LLC	808 E 8TH ST	GILLETTE	WY	82716
34-310-08-52-00-0-00-000	CA RESIDENTIAL	APPLE TREE MANOR CONDO ASSOC	17800 BOLGER RD 001-B	INDEPENDENCE	MO	64055
34-310-04-09-00-0-00-000	17620 E 39TH ST	MDC COAST 16 LLC	11995 EL CAMINO REAL SAN	DIEGO	CA	92130
34-310-02-24-00-0-02-008	17800 E BOLGER RD UNIT 247	TRUSTEE OF THE DORIS A BROWN ASSET PROTECTION TRUST DATED APRIL 22 2021	17800 E BOLGER RD UNIT 247	INDEPENDENCE	MO	64055
34-310-02-24-00-0-02-009	17800 E BOLGER RD UNIT 245	TOWLER FAMILY TRUST DATED 05/04/2026	4100 NE KENNESAW RDG	LEES SUMMIT	MO	64064
34-310-02-24-00-0-03-006	17800 E BOLGER RD UNIT 303	PORTER KATHLEEN CONWAY	17800 BOLGER RD BLDG A #303	INDEPENDENCE	MO	64055
34-310-08-58-00-0-00-000	17608 S CRACKERNECK RD	CRACKERNECK MGMT CORP	17608 S CRACKERNECK RD	INDEPENDENCE	MO	64055
34-310-08-52-00-0-00-000	CA RESIDENTIAL	APPLE TREE MANOR CONDO ASSOC	17800 BOLGER RD 001-B	INDEPENDENCE	MO	64055
34-310-02-24-00-0-01-009	17800 E BOLGER RD UNIT 145	MCCOY MARY JO	17800 E BOLGER RD UNIT 145A	INDEPENDENCE	MO	64055
34-310-02-24-00-0-02-002	17800 E BOLGER RD UNIT 246	HAMMETT SUSAN A	17800 E BOLGER RD APT 246A	INDEPENDENCE	MO	64055
34-310-02-24-00-0-03-002	17800 E BOLGER RD UNIT 346	CLAUDER MAX & DONNA	17800 E BOLGER RD UNIT 346A	INDEPENDENCE	MO	64055
34-310-02-24-00-0-01-006	17800 E BOLGER RD UNIT 103	TALLY JOYCE A	17800 E BOLGER RD UNIT 103A	INDEPENDENCE	MO	64055
34-310-02-24-00-0-03-009	17800 E BOLGER RD UNIT 345	PRESTON JERROLD	17800 E BOLGER RD UNIT 345	INDEPENDENCE	MO	64055
34-310-12-01-00-0-00-000	CA RESIDENTIAL	WEATHERSTONE DEVELOPMENT	601 S CENTRAL	BLUE SPRINGS	MO	64015
34-310-03-82-00-0-00-000	3724 S BOLGER CT	ALEXANDRIA RITA D	3724 S BOLGER CT	INDEPENDENCE	MO	64055
34-310-04-10-00-0-00-000	17700 E 39TH ST	US STABLE P2 17700 EAST 39TH STREET SOUTH INDEPENDENCE LLC	PO BOX 1128	BUDA	TX	78610
34-310-04-05-00-0-00-000	17810 E 39TH ST	DAYTON HUDSON CORP	P O BOX 9456	MINNEAPOLIS	MN	55440-9456
34-310-02-24-00-0-01-002	17800 E BOLGER RD UNIT 146	REIMAL JO MARIE	1553 S ASH AVE	INDEPENDENCE	MO	64052
34-310-03-38-02-0-00-000	3723 S BOLGER CT	THOMPSON BRINDA E	3723 S BOLGER CT	INDEPENDENCE	MO	64055
34-310-02-24-00-0-01-003	17800 E BOLGER RD UNIT 104	KEAIRNES HAROLD W & PATRICIA-TRUSTEES	17800 E BOLGER RD UNIT 104A	INDEPENDENCE	MO	64055
34-310-03-38-01-0-00-000	3725 S BOLGER CT	CHILDERS CINDY A	3725 S BOLGER CT	INDEPENDENCE	MO	64055
34-310-02-24-00-0-01-007	17800 E BOLGER RD UNIT 101	TONNIES MATTHEW & CAROL D	17800 E BOLGER RD UNIT 101	INDEPENDENCE	MO	64055
34-310-04-19-00-0-00-000	17710 E 39TH ST	WESMOR RENTALS 1 LLC	1509 N ARIZONA AVE 100	CHANDLER	AZ	85225
34-310-03-35-00-0-00-000	3850 S CRACKERNECK RD	GENESIS HEALTH CLUBS CRACKERNECK LLC	6100 E CENTRAL STE 3	WICHITA	KS	67208
34-310-03-37-00-0-00-000	3810 S CRACKERNECK RD	CAPITAL GROUP NEVADA INC	3501 SW FAIRLAWN RD STE 200	TOPEKA	KS	66614
34-310-08-54-00-0-00-000	17900 E BOLGER RD	CONESTOGA PROPERTIES LLC	132 WESTWOODS DR	LIBERTY	MO	64068
34-310-02-24-00-0-02-007	17800 E BOLGER RD UNIT 201	BELL JOHN L & DORIS E-TRUSTEES	17800 E BOLGER APT 201A	INDEPENDENCE	MO	64055
34-310-03-33-00-0-00-000	17430 E 39TH ST	HAWTHORN BANK	132 E HIGH ST	JEFFERSON CITY	MO	65101
34-310-08-52-00-0-00-000	CA RESIDENTIAL	APPLE TREE MANOR CONDO ASSOC	17800 BOLGER RD 001-B	INDEPENDENCE	MO	64055
34-310-02-24-00-0-03-008	17800 E BOLGER RD UNIT 347	GODBEE PATTY	17800 E BOLGER RD APT 347A	INDEPENDENCE	MO	64055
34-310-02-24-00-0-03-003	17800 E BOLGER RD UNIT 304	HAM WAYNE A & MARLIENE M	17800 BOLGER RD 304	INDEPENDENCE	MO	64055
34-310-08-52-00-0-00-000	CA RESIDENTIAL	APPLE TREE MANOR CONDO ASSOC	17800 BOLGER RD 001-B	INDEPENDENCE	MO	64055
34-310-02-24-00-0-02-003	17800 E BOLGER RD UNIT 204	DOUGHERTY SANDRA O-TRUSTEE	17800 E BOLGER RD #204A	INDEPENDENCE	MO	64055
34-310-04-16-00-0-00-000	17730 E 39TH ST	WESMOR RENTALS 1 LLC	1509 N ARIZONA AVE 100	CHANDLER	AZ	85225
34-310-02-24-00-0-02-006	17800 E BOLGER RD UNIT 203	EDWIN L & GEORGIA R TOWERS FAMILY TRUST AGREEMENT DATED 9/19/1997	17800 E BOLGER RD 203A	INDEPENDENCE	MO	64055
34-310-04-08-00-0-00-000	17600 E 39TH ST	CASEYS MARKETING COMPANY	PO BOX 54288 # 4342	LEXINGTON	KY	40555
34-310-02-24-00-0-03-007	17800 E BOLGER RD UNIT 301	CRAIG KAREE J	17800 E BOLGER RD UNIT 301	INDEPENDENCE	MO	64055
34-310-02-24-00-0-01-008	17800 E BOLGER RD UNIT 147	HICKMAN KENT A & DONNA M	17800 E BOLGER RD UNIT 147	INDEPENDENCE	MO	64055

Notification Area Map

17610 E BOLGER RD

Case #26-100-09



 Notification Area
 Parcels

Prepared For: Planning Commission
Meeting Date: August 25, 2026



PROPERTY OWNER NOTIFICATION AFFIDAVIT

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-100-09

I, William B. Moore, of lawful age being first duly sworn upon oath, state:

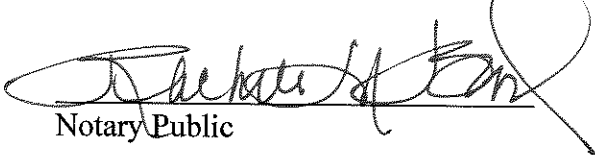
That I am the attorney for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Plan Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 22nd day of July, 2026.

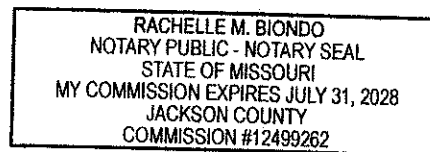


William B. Moore, Agent

Subscribed and sworn to before me this 22nd day of July, 2026.


Notary Public

7/31/28
Commission Expiration Date



CONCEPTUAL DOCUMENTS & IDEAS SHOWN FOR ILLUSTRATION PURPOSES ONLY & ARE OWNED BY PHILLIPS EDISON & CO. DRAWING SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION BY OWNER.



PROJECT NOTES:

- ZONING
- JURISDICTION:
 - CURRENT ZONING: RESIDENTIAL
 - PROPOSED ZONING: COMMERCIAL
 - DEVIATIONS FROM BANNER GUIDELINES
 - RENOVATION OF EXISTING JCP STORE.

SITE AREA TABLE:

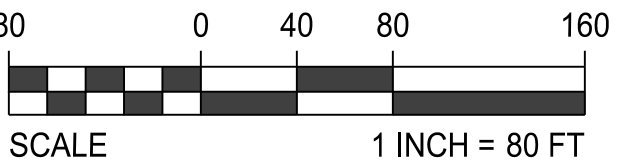
PARCEL	ACRE	SQ. FT.
#1	10.06	438,410

PARKING ANALYSIS:

BLDG	USE	REQ'D	PROP.
123,205	GROCERY	493	446
53,011	RETAIL	212	250
135,314	RETAIL	541	686
GROCERY RATIO:		4.00	3.62
184	FUEL	1	7
SUB TOTAL:		1	7
SUB RATIO:		4.00	38.04
SITE TOTAL:		1,247	1,389
SITE RATIO:		4.00	4.46

GRAPHIC LEGEND:

- SITE PROPERTY LINE
- BANNER PROPERTY LINE
- FULL ACCESS
- RESTRICTED ACCESS (RI/RO)
- 3/4 ACCESS
- TRAFFIC CONTROL SIGNAL
- DEVELOPMENT SIGN
- PARCEL SIGN
- EXISTING BUILDING



Project Information

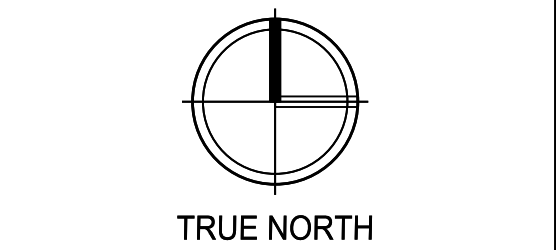
BOLGER SQUARE

Independence,
MO

Sheet Issue Information

OVERALL SITEPLAN

JULY 17, 2026
REVISION #
SCALE: 1" = 80'

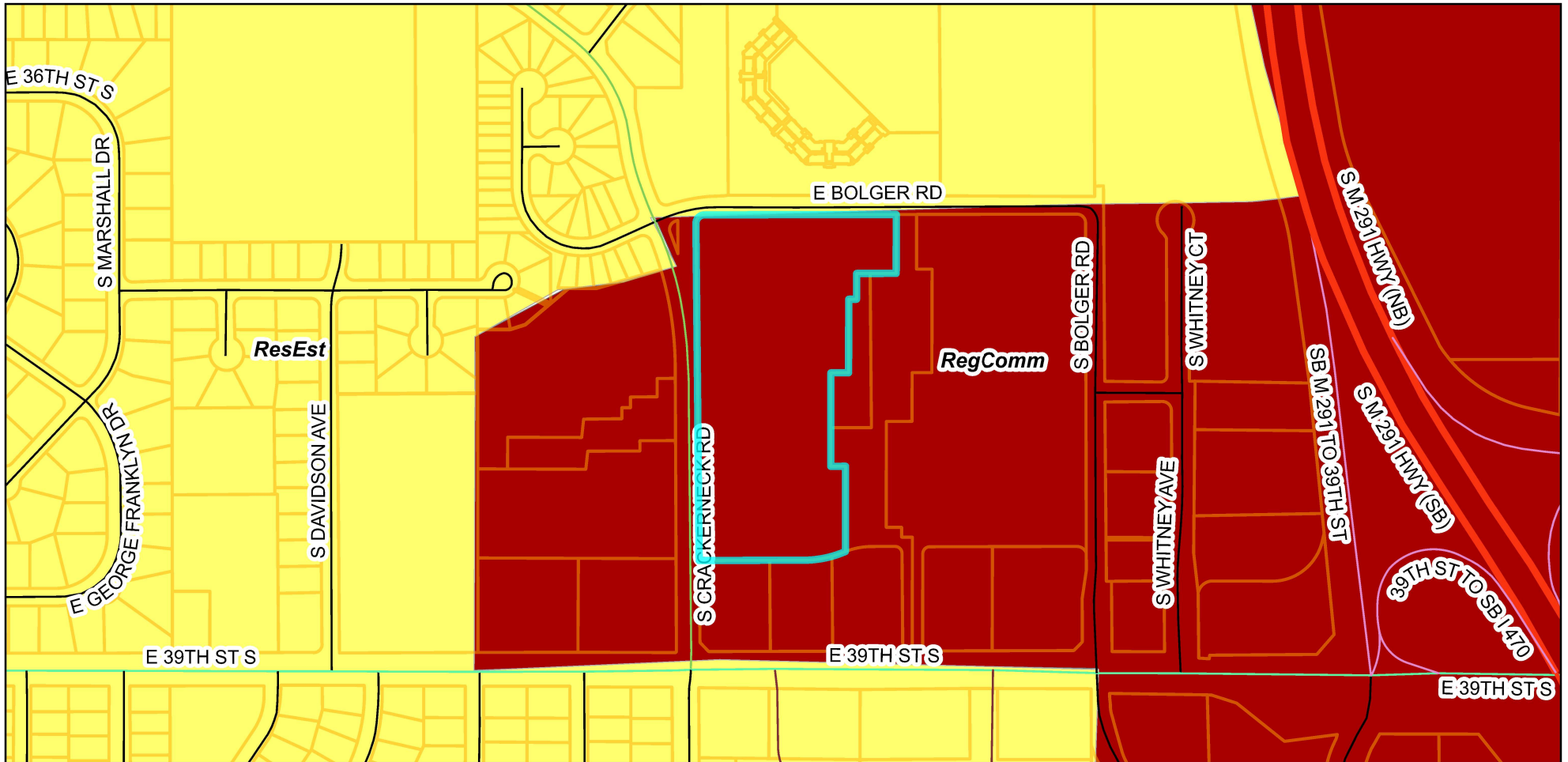


C2

Comprehensive Plan

17610 E Bolger Rd

Case #26-100-09



Parcels

Comprehensive Plan

Regional Commercial

Residential Neighborhoods

0 500 1,000 2,000 US Feet

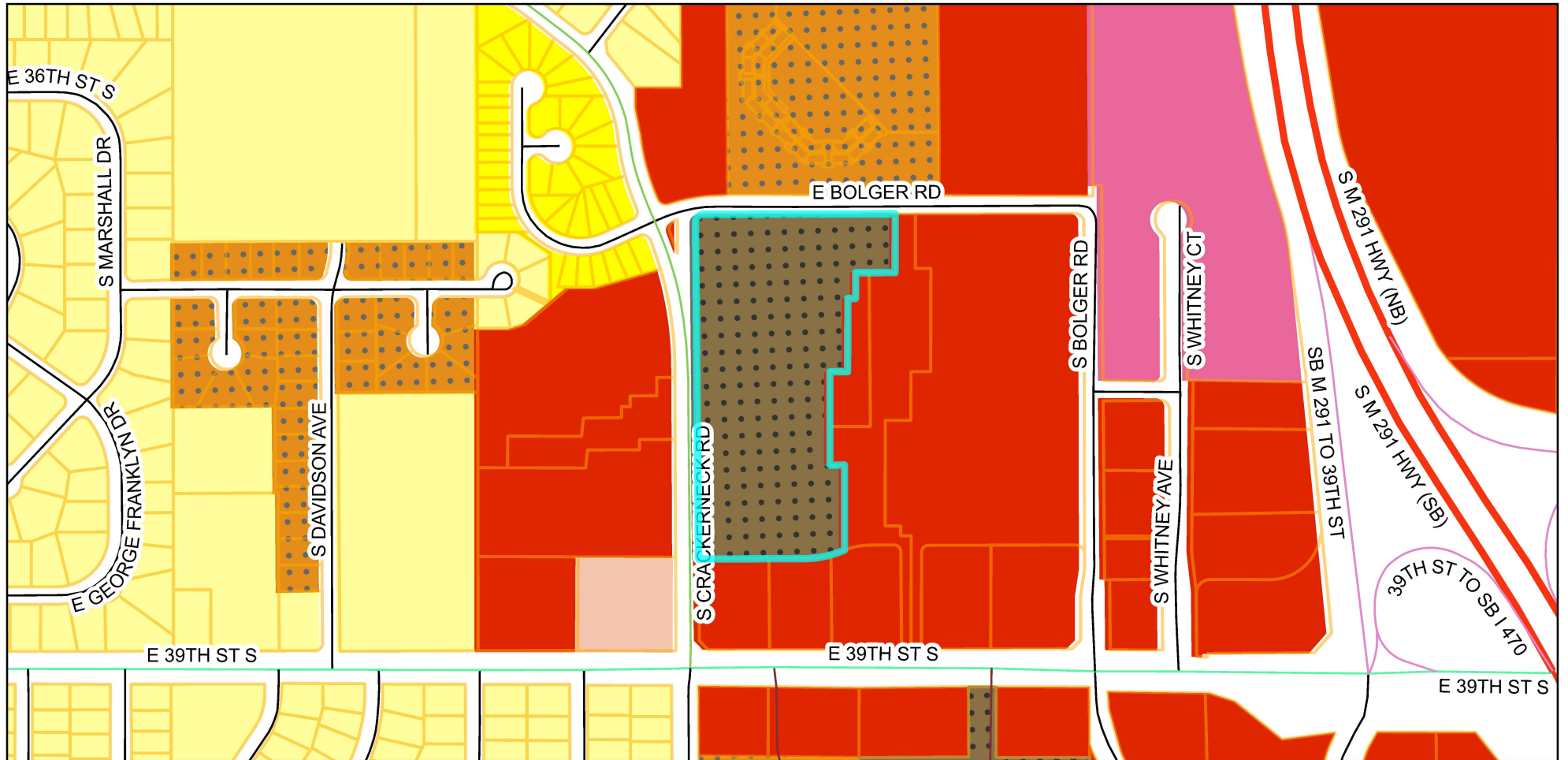
Prepared For: Planning Commission
Meeting Date: August 25, 2026



Zoning Map

17610 E Bolger Rd

Case #26-100-09



 Parcels

Zoning District

 C-1

 C-2

 O-1

 R-12

 R-18/PUD

 R-30/PUD

 R-6

0 500 1,000 2,000 US Feet

Prepared For: Planning Commission
 Meeting Date: August 25, 2026





Planning Commission Minutes

August 25, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/25/2026 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 - Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Laurie Dean Wiley.

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 – August 11, 2026
2. **Case 26-320-04 – Final Plat – Jackson Place, 2nd Plat** – A request to approve a final plat located generally southeast of Jackson Drive and south of R. D. Mize Road.

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE SEPTEMBER 15, 2026 MEETING.

1. **Case 26-125-05 – Rezoning/PUD – 934 E 23rd Street S** – A request to rezone the

property from C-1 (Neighborhood Commercial) to R-12/PUD (Two Family Residential/Planned Unit Development) and approve a preliminary development plan.

Commissioner Edward Nesbitt made a motion to continue the case to September 15th. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

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

Ronald Ashley Emerson, 133 N. Davidson Ave, stated that he has 17 years of professional tattooing experience, including 12 years in Missouri, and previously co-owned a tattoo shop in the Westport area. He discussed his involvement in the Englewood Arts District and commitment to community involvement and charitable efforts. Emerson stated that he has an established clientele throughout eastern Jackson County and believes the proposed location in Independence will better serve his clients and attract visitors to the Englewood District. He also confirmed that he had spoken with neighboring businesses and received their support for the proposed establishment.

Public Comments

Torrance Kelley, 7310 Sycamore Ave, Kansas City, President of the Englewood Business Association, stated that the association strongly supports Unbound Tattoo and Art Studios. He stated that the association values businesses that become active members of the community, and noted Emerson's existing involvement and support of the Englewood community. Kelley stated that the Englewood Business Association believes the proposed business would be a responsible and positive addition to the district.

Thad McCullough, 1937 S. Hardy Avenue, spoke favorably regarding Emerson's character and his commitment to the community. McCullough described Emerson as a positive asset to the community.

Commissioner Comments

The Commission discussed the number of tattoo establishments currently operating in Independence. Staff explained that City Code permits one tattoo establishment per 15,000 residents, allowing for a total of eight establishments in the City. Staff estimated that there are currently six or seven establishments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-09 – Rezoning – 17610 E. Bolger Rd** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) 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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicant and introduced the proposed Dillons grocery store. Moore stated that the property had been zoned C-2 for more than 50 years before a 2023 proposal sought to redevelop the site with multifamily housing. That proposal did not move forward, and the current request would return the property to its previous C-2 zoning designation, along with a Special Sign Permit.

Moore presented renderings of the proposed grocery store and discussed improvements to the property, including maintaining existing healthy trees and repairing portions of the deteriorated parking lot. He noted that the improvements would extend into the Merchant Square property and include improvements to the center entrance.

Moore also reviewed the proposed site access, including an existing drive from Crackerneck Rd for grocery pickup, a new entrance for pharmacy access, and the proposed fuel station, which would be an accessory use to the grocery store and include a customer rewards program.

Tim Goyad, 11501 North Lake Drive, Cincinnati, Ohio, 45249, with Phillips Edison, stated that the existing building is structurally sound and will be evaluated to ensure any modifications meet current building codes. He explained that the project will primarily repurpose the existing structure, including painting portions of the masonry, adding a vestibule at the main entrance, and reusing the existing interior and rear portions of the building.

Public Comments

Jo Reimal, 17800 Bolger Rd, spoke in support of the proposed Dillons grocery store, stating that nearby condominium residents would benefit from having a grocery store within walking distance. Ms. Reimal also requested additional stop signs along Crackerneck Rd near the former Jo-Ann's location and Casey's to address traffic safety concerns.

Angie Lotz, 1326 S. Kings Hwy, spoke in support of the proposed Dillons grocery store, stating that the development would improve the area and provide a needed grocery option. She expressed concerns regarding traffic flow around the proposed fuel station and suggested considering an access design similar to the Costco location on 40 Highway.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, explained that an alternative fuel station orientation was considered, but the proposed layout was selected to preserve parking and meet Dillons parking requirements. The applicant stated that fuel delivery trucks would circulate around the fuel canopy and access the fueling area from the west side. The proposed layout also meets Dillons requirements for vehicle stacking.

Commissioner Comments

Commissioner Ashbaugh discussed the existing traffic signal, landscaping, parking lot islands, and irrigation system at the shopping center. Staff explained that the traffic signal was installed due to the significant traffic generated by the shopping center when it was originally developed and would continue to accommodate traffic associated with the proposed redevelopment. Staff also stated that the landscaping and parking areas would be reviewed during the engineering process to ensure compliance with current City requirements, including the evaluation and replacement of dead or unsuitable trees. Staff noted that some existing areas may not have been subject to current landscaping requirements due to previous tenant improvements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-600-01 – Special Sign Permit – 17610 E. Bolger Rd** – A request by Dillons for approval of a Special Sign.

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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicants. Mr. Moore reviewed the proposed signage, noting that the applicant was seeking approval for a monument sign at the center entrance. The proposed sign would be 10 feet in height, two feet taller than the standard eight-foot allowance, to accommodate additional tenant information, the Dillons logo, and fuel station advertising. Moore stated that the proposed sign would not obstruct the required sight triangle or interfere with traffic entering or exiting the shopping center.

Moore concluded by requesting approval to rezone the property back to C-2, its previous zoning designation, and approval of the Special Sign Permit to allow the proposed Dillons grocery store to locate at the property.

Commissioner Nesbitt asked whether the applicant would be purchasing or leasing the property. Mr. Moore confirmed that the property would be purchased. Commissioner Nesbitt then expressed concerns regarding traffic entering the shopping center and traveling in front of the store entrance. He questioned whether an alternative entrance location had been considered to reduce congestion and conflicts between vehicle and pedestrian traffic.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, stated that the traffic consultant evaluated the site and recommended maintaining the existing entrance configuration. He noted that the analysis did not identify any issues with the existing drive or the anticipated traffic generated by the proposed development.

Rick Arroyo, Assistant Director, stated that the existing site currently experiences limited traffic due to the condition of the property, but noted that the entrance and traffic signal were originally established when the shopping center was more heavily utilized. He explained that further engineering review would be required as part of the rezoning process, including consideration of traffic flow and alignment with existing entrances on Crackerneck Rd. Mr. Arroyo stated that the traffic study completed for the proposed development did not identify excessive traffic impacts that the site could not accommodate.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt questioned the proposed 10-foot monument sign and the need for additional height. Staff explained that the height was requested as part of a unified sign plan to accommodate additional tenant panels.

Mr. Barnes stated that the sign would require a sign easement from Target and Westmore Rentals and would complement the existing shopping center signage. He also confirmed that the sign would not obstruct sight lines, would be managed and maintained by the applicant, and that individual tenants would be responsible for their own signage.

Staff noted that landscaping would be required around the sign, and the applicant agreed to comply with applicable requirements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

-
2. **Case 26-175-04 – UDO Amendment #81 – New Evidence** – A request to amend the Unified Development Ordinance relating to new evidence.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo 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

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 15, 2026

ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-096 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to new evidence hearing. **1R**

Recommendations:

Commissioner Young made a motion to recommend approval of case 26-175-04, UDO Amendment #81 New Evidence.

A second to the motion was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

Commissioner L. Wiley – Absent

Commissioner Young - Yes

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

Background:**EXECUTIVE SUMMARY:**

The proposed amendment #81 establishes a more defined process governing the consideration of newly discovered evidence by the City Council following a recommendation from the Planning Commission.

BACKGROUND AND PROPOSAL:

The Unified Development Ordinance currently provides procedures for public hearings and establishes a process by which the City Council may consider evidence not presented during the Planning Commission's public hearing. The existing language references "new evidence" but provides limited guidance regarding what qualifies as new evidence or the procedures for its submission and consideration.

Because zoning decisions considered by the Planning Commission and City Council are quasi-judicial in nature, it is important that the record established before the Planning Commission serves as the basis for the City Council's review. At the same time, there may be rare circumstances in which material evidence could not reasonably have been discovered or presented during the Planning Commission hearing.

The proposed amendment modernizes and clarifies the City's procedures by establishing objective criteria for determining when newly discovered evidence may be considered by the

City Council while preserving the integrity of the Planning Commission record.

PROPOSAL

The proposed amendment modifies Section 14-700-09(C) by:

- Establishing that the City Council's review shall be based upon the record established before the Planning Commission.
- Replacing the existing "new evidence" standard with a more clearly defined "newly discovered evidence" standard.
- Defining the criteria that evidence must satisfy before it may be considered by the City Council.
- Requiring that any proposed newly discovered evidence be submitted to the Community Development Department within fourteen (14) days following the Planning Commission recommendation.
- Requiring the Community Development Department, in consultation with the Law Department, to determine whether the submitted information satisfies the ordinance criteria.
- Providing that if qualifying newly discovered evidence exists, the City Council will conduct a public hearing limited solely to presentation of that newly discovered evidence before considering the application.
- Provides that if no qualifying newly discovered evidence exists, the City Council shall consider the application based solely upon the record established before the Planning Commission and no additional public hearing shall be required.

The proposed amendment improves both the transparency and predictability of the City's land use review process while reinforcing the Planning Commission's role as the primary fact-finding body for zoning and land use applications.

Under the proposed language, evidence may only be considered by the City Council if it is:

- Material to the issues before the City Council;
- Not merely cumulative of evidence previously submitted; and
- Evidence that could not have been discovered and presented during the Planning Commission public hearing through the exercise of reasonable diligence.

The amendment establishes a clear and objective standard for the consideration of newly discovered evidence and reinforces the Planning Commission's role as the primary fact-finding body. Further, the amendment creates a more efficient hearing process by requiring a City Council public hearing only when qualifying newly discovered evidence exists. If no such evidence is submitted or if the submission fails to meet the ordinance criteria, the City Council will consider the application based solely on the Planning Commission record, avoiding unnecessary duplication of testimony while maintaining the integrity of the process.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance 26-175-04 Amend #81 New Evidence - Word
2. Staff Report New Evidence UDO Amendment #81
3. 14-700-09 Public Hearings
4. Planning Commission Meeting Minutes 08.25.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO NEW EVIDENCE HEARING.

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 August 25, 2026, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; 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 14-700-09 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-700-09 Public hearings

14-700-09-A. General Procedures. When the consideration of an application requires a public hearing, the following provisions apply:

1. The purpose of a public hearing is to provide the applicant and all other interested parties a reasonable and fair opportunity to be heard, to present evidence relevant to the application and to rebut evidence presented by others.
2. Rules of procedure may be adopted by the hearing body.
3. A written summary of the proceedings must be made for all public hearings.

14-700-09-B. Continuances. A public hearing may be continued under the following circumstances:

1. Any applicant or authorized agent will have the right to one continuance of a required public hearing provided that a written request therefore is filed with the Community Development Director at least three business days prior to the date of the scheduled hearing. The applicant must make every reasonable effort to notify interested parties of the request.
2. In addition to the procedure provided for above, the hearing body may grant a continuance on its own initiative or other circumstances the body deems appropriate. A majority vote of those members of the official body present at the meeting is required to grant a continuance. The record will indicate the reason for the continuance and any stipulations or conditions placed upon the continuance.
3. If an item that is subject to a public hearing is continued or otherwise carried over to a subsequent date and the public hearing has been opened, the public hearing will not be deemed concluded until the date on which the hearing is formally closed. If a continuance provides the date on which the matter will be heard, re-publication of notice is not required. If a continuance does not specify a date on which the matter will be heard, public notice pursuant to Section 14-700-08, as applicable, must be provided prior to the date on which the matter is heard.

~~14-700-09-C. New Evidence Hearing. The City Council will only hear evidence that was not presented at the Planning Commission's public hearing if such evidence was not reasonably available at the time of the hearing before the Planning Commission. New evidence proposed to be presented to the City Council at its hearing must be submitted in writing to the Community Development Department and Law Department at least seven days before such hearing by the City Council for a determination of whether such proposed evidence is both new evidence and was not reasonably available at the time of the hearing before the Planning Commission. Both the Community Development Department and Law Department will submit their findings to the City Council, who will make the final determination of whether the proposed evidence is new and was not reasonably available at the time of the hearing before the Planning Commission.~~

14-700-09-C. Newly Discovered Evidence. The City Council's review shall be based on the record established before the Planning Commission. Evidence not presented at the Planning Commission public hearing may be considered only if it qualifies as newly discovered evidence that:

1. Is material to the issues before the City Council;
2. Is not merely cumulative of evidence previously submitted; and
3. Could not have been discovered and presented at the Planning Commission public hearing through the exercise of reasonable diligence.

Any proposed newly discovered evidence shall be submitted in writing to the Community Development Department no later than fourteen (14) days after the date of the Planning Commission's recommendation. The Community Development Department, in consultation with the Law Department, shall review the submission and determine whether it satisfies the criteria for newly discovered evidence established in this subsection.

If the Community Development Department and Law Department determine that a submission qualifies as newly discovered evidence, the City Council shall conduct a public

hearing limited to the Community Development Department presentation of the newly discovered evidence before considering the application. Any public hearing conducted pursuant to this subsection shall comply with the notice requirements applicable to City Council public hearings under this Ordinance.

If no newly discovered evidence is submitted, or if the Community Development Department and Law Department determine that a submission does not satisfy the criteria of this subsection, the City Council shall consider the application based solely on the record established before the Planning Commission, and no City Council public hearing shall be required.

SECTION 2. 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 3. 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:

Interim City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

MEETING DATE: August 25, 2026

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #81

CASE NUMBER / REQUEST: **Case 26-175-04 – UDO Amendment #81 – New Evidence** – A request to amend the Unified Development Ordinance relating to new evidence.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – August 7, 2026

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on September 21, 2026 and the public hearing/second reading on October 5, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The City proposes Amendment #81 to the Unified Development Ordinance (UDO) to amend new evidence regulations. The proposed amendment establishes a more defined process governing the consideration of newly discovered evidence by the City Council following a recommendation from the Planning Commission.

BACKGROUND & HISTORY:

The Unified Development Ordinance currently provides procedures for public hearings and establishes a process by which the City Council may consider evidence not presented during the Planning Commission's public hearing. The existing language references "new evidence" but provides limited guidance regarding what qualifies as new evidence or the procedures for its submission and consideration.

Because zoning decisions considered by the Planning Commission and City Council are quasi-judicial in nature, it is important that the record established before the Planning Commission serve as the basis for the City Council's review. At the same time, there may be rare circumstances in which material evidence could not reasonably have been discovered or presented during the Planning Commission hearing.

The proposed amendment modernizes and clarifies the City's procedures by establishing objective criteria for determining when newly discovered evidence may be considered by the City Council while preserving the integrity of the Planning Commission record.

PROPOSED AMENDMENT

The proposed amendment modifies Section 14-700-09(C) by:

- Establishes that the City Council's review shall be based upon the record established before the Planning Commission.
- Replaces the existing "new evidence" standard with a more clearly defined "newly discovered evidence" standard.
- Defines the criteria that evidence must satisfy before it may be considered by the City Council.
- Requires that any proposed newly discovered evidence be submitted to the Community Development Department within fourteen (14) days following the Planning Commission recommendation.
- Requires the Community Development Department, in consultation with the Law Department, to determine whether the submitted information satisfies the ordinance criteria.
- Provides that if qualifying newly discovered evidence exists, the City Council will conduct a public hearing limited solely to presentation of that newly discovered evidence before considering the application.
- Provides that if no qualifying newly discovered evidence exists, the City Council shall consider the application based solely upon the record established before the Planning Commission and no additional public hearing shall be required.

The proposed amendment improves both the transparency and predictability of the City's land use review process while reinforcing the Planning Commission's role as the primary fact-finding body for zoning and land use applications.

Under the proposed language, evidence may only be considered by the City Council if it is:

- Material to the issues before the City Council;
- Not merely cumulative of evidence previously submitted; and
- Evidence that could not have been discovered and presented during the Planning Commission public hearing through the exercise of reasonable diligence.

The amendment establishes a clear and objective standard for the consideration of newly discovered evidence and reinforces the Planning Commission's role as the primary fact-finding body. Further, the amendment creates a more efficient hearing process by requiring a City Council public hearing only when qualifying newly discovered evidence exists. If no such evidence is submitted or if the submission fails to meet the ordinance criteria, the City Council will consider the application based solely on the Planning Commission record, avoiding unnecessary duplication of testimony while maintaining the integrity of the process.

EXHIBITS

1. Section 14-700-09 Public Hearing

14-700 GENERAL/COMMON PROCEDURES

14-700-09 Public hearings

14-700-09-A. General Procedures. When the consideration of an application requires a public hearing, the following provisions apply:

1. The purpose of a public hearing is to provide the applicant and all other interested parties a reasonable and fair opportunity to be heard, to present evidence relevant to the application and to rebut evidence presented by others.
2. Rules of procedure may be adopted by the hearing body.
3. A written summary of the proceedings must be made for all public hearings.

14-700-09-B. Continuances. A public hearing may be continued under the following circumstances:

1. Any applicant or authorized agent will have the right to one continuance of a required public hearing provided that a written request therefore is filed with the Community Development Director at least three business days prior to the date of the scheduled hearing. The applicant must make every reasonable effort to notify interested parties of the request.
2. In addition to the procedure provided for above, the hearing body may grant a continuance on its own initiative or other circumstances the body deems appropriate. A majority vote of those members of the official body present at the meeting is required to grant a continuance. The record will indicate the reason for the continuance and any stipulations or conditions placed upon the continuance.
3. If an item that is subject to a public hearing is continued or otherwise carried over to a subsequent date and the public hearing has been opened, the public hearing will not be deemed concluded until the date on which the hearing is formally closed. If a continuance provides the date on which the matter will be heard, re-publication of notice is not required. If a continuance does not specify a date on which the matter will be heard, public notice pursuant to Section 14-700-08, as applicable, must be provided prior to the date on which the matter is heard.

~~**14-700-09-C. New Evidence Hearing.** The City Council will only hear evidence that was not presented at the Planning Commission's public hearing if such evidence was not reasonably available at the time of the hearing before the Planning Commission. New evidence proposed to be presented to the City Council at its hearing must be submitted in writing to the Community Development Department and Law Department at least seven days before such hearing by the City Council for a determination of whether such proposed evidence is both new evidence and was not reasonably available at the time of the hearing before the Planning Commission. Both the Community Development Department and Law Department will submit their findings to the City Council, who will make the final determination of whether the proposed evidence is new and was not reasonably available at the time of the hearing before the Planning Commission.~~

14-700-09-C. Newly Discovered Evidence. The City Council's review shall be based on the record established before the Planning Commission. Evidence not presented at the Planning Commission public hearing may be considered only if it qualifies as newly discovered evidence that:

1. Is material to the issues before the City Council;
2. Is not merely cumulative of evidence previously submitted; and
3. Could not have been discovered and presented at the Planning Commission public hearing through the exercise of reasonable diligence.

Chapter 14 - UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 7. - REVIEW AND APPROVAL PROCEDURES
14-700 GENERAL/COMMON PROCEDURES

Any proposed newly discovered evidence shall be submitted in writing to the Community Development Department no later than fourteen (14) days after the date of the Planning Commission's recommendation. The Community Development Department, in consultation with the Law Department, shall review the submission and determine whether it satisfies the criteria for newly discovered evidence established in this subsection.

If the Community Development Department and Law Department determine that a submission qualifies as newly discovered evidence, the City Council shall conduct a public hearing limited to the Community Development Department presentation of the newly discovered evidence before considering the application. Any public hearing conducted pursuant to this subsection shall comply with the notice requirements applicable to City Council public hearings under this Ordinance.

If no newly discovered evidence is submitted, or if the Community Development Department and Law Department determine that a submission does not satisfy the criteria of this subsection, the City Council shall consider the application based solely on the record established before the Planning Commission, and no City Council public hearing shall be required.



Planning Commission Minutes

August 25, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/25/2026 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 - Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Laurie Dean Wiley.

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 – August 11, 2026
2. **Case 26-320-04 – Final Plat – Jackson Place, 2nd Plat** – A request to approve a final plat located generally southeast of Jackson Drive and south of R. D. Mize Road.

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE SEPTEMBER 15, 2026 MEETING.

1. **Case 26-125-05 – Rezoning/PUD – 934 E 23rd Street S** – A request to rezone the

property from C-1 (Neighborhood Commercial) to R-12/PUD (Two Family Residential/Planned Unit Development) and approve a preliminary development plan.

Commissioner Edward Nesbitt made a motion to continue the case to September 15th. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

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

Ronald Ashley Emerson, 133 N. Davidson Ave, stated that he has 17 years of professional tattooing experience, including 12 years in Missouri, and previously co-owned a tattoo shop in the Westport area. He discussed his involvement in the Englewood Arts District and commitment to community involvement and charitable efforts. Emerson stated that he has an established clientele throughout eastern Jackson County and believes the proposed location in Independence will better serve his clients and attract visitors to the Englewood District. He also confirmed that he had spoken with neighboring businesses and received their support for the proposed establishment.

Public Comments

Torrance Kelley, 7310 Sycamore Ave, Kansas City, President of the Englewood Business Association, stated that the association strongly supports Unbound Tattoo and Art Studios. He stated that the association values businesses that become active members of the community, and noted Emerson's existing involvement and support of the Englewood community. Kelley stated that the Englewood Business Association believes the proposed business would be a responsible and positive addition to the district.

Thad McCullough, 1937 S. Hardy Avenue, spoke favorably regarding Emerson's character and his commitment to the community. McCullough described Emerson as a positive asset to the community.

Commissioner Comments

The Commission discussed the number of tattoo establishments currently operating in Independence. Staff explained that City Code permits one tattoo establishment per 15,000 residents, allowing for a total of eight establishments in the City. Staff estimated that there are currently six or seven establishments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-09 – Rezoning – 17610 E. Bolger Rd** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) 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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicant and introduced the proposed Dillons grocery store. Moore stated that the property had been zoned C-2 for more than 50 years before a 2023 proposal sought to redevelop the site with multifamily housing. That proposal did not move forward, and the current request would return the property to its previous C-2 zoning designation, along with a Special Sign Permit.

Moore presented renderings of the proposed grocery store and discussed improvements to the property, including maintaining existing healthy trees and repairing portions of the deteriorated parking lot. He noted that the improvements would extend into the Merchant Square property and include improvements to the center entrance.

Moore also reviewed the proposed site access, including an existing drive from Crackerneck Rd for grocery pickup, a new entrance for pharmacy access, and the proposed fuel station, which would be an accessory use to the grocery store and include a customer rewards program.

Tim Goyad, 11501 North Lake Drive, Cincinnati, Ohio, 45249, with Phillips Edison, stated that the existing building is structurally sound and will be evaluated to ensure any modifications meet current building codes. He explained that the project will primarily repurpose the existing structure, including painting portions of the masonry, adding a vestibule at the main entrance, and reusing the existing interior and rear portions of the building.

Public Comments

Jo Reimal, 17800 Bolger Rd, spoke in support of the proposed Dillons grocery store, stating that nearby condominium residents would benefit from having a grocery store within walking distance. Ms. Reimal also requested additional stop signs along Crackerneck Rd near the former Jo-Ann's location and Casey's to address traffic safety concerns.

Angie Lotz, 1326 S. Kings Hwy, spoke in support of the proposed Dillons grocery store, stating that the development would improve the area and provide a needed grocery option. She expressed concerns regarding traffic flow around the proposed fuel station and suggested considering an access design similar to the Costco location on 40 Highway.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, explained that an alternative fuel station orientation was considered, but the proposed layout was selected to preserve parking and meet Dillons parking requirements. The applicant stated that fuel delivery trucks would circulate around the fuel canopy and access the fueling area from the west side. The proposed layout also meets Dillons requirements for vehicle stacking.

Commissioner Comments

Commissioner Ashbaugh discussed the existing traffic signal, landscaping, parking lot islands, and irrigation system at the shopping center. Staff explained that the traffic signal was installed due to the significant traffic generated by the shopping center when it was originally developed and would continue to accommodate traffic associated with the proposed redevelopment. Staff also stated that the landscaping and parking areas would be reviewed during the engineering process to ensure compliance with current City requirements, including the evaluation and replacement of dead or unsuitable trees. Staff noted that some existing areas may not have been subject to current landscaping requirements due to previous tenant improvements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-600-01 – Special Sign Permit – 17610 E. Bolger Rd** – A request by Dillons for approval of a Special Sign.

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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicants. Mr. Moore reviewed the proposed signage, noting that the applicant was seeking approval for a monument sign at the center entrance. The proposed sign would be 10 feet in height, two feet taller than the standard eight-foot allowance, to accommodate additional tenant information, the Dillons logo, and fuel station advertising. Moore stated that the proposed sign would not obstruct the required sight triangle or interfere with traffic entering or exiting the shopping center.

Moore concluded by requesting approval to rezone the property back to C-2, its previous zoning designation, and approval of the Special Sign Permit to allow the proposed Dillons grocery store to locate at the property.

Commissioner Nesbitt asked whether the applicant would be purchasing or leasing the property. Mr. Moore confirmed that the property would be purchased. Commissioner Nesbitt then expressed concerns regarding traffic entering the shopping center and traveling in front of the store entrance. He questioned whether an alternative entrance location had been considered to reduce congestion and conflicts between vehicle and pedestrian traffic.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, stated that the traffic consultant evaluated the site and recommended maintaining the existing entrance configuration. He noted that the analysis did not identify any issues with the existing drive or the anticipated traffic generated by the proposed development.

Rick Arroyo, Assistant Director, stated that the existing site currently experiences limited traffic due to the condition of the property, but noted that the entrance and traffic signal were originally established when the shopping center was more heavily utilized. He explained that further engineering review would be required as part of the rezoning process, including consideration of traffic flow and alignment with existing entrances on Crackerneck Rd. Mr. Arroyo stated that the traffic study completed for the proposed development did not identify excessive traffic impacts that the site could not accommodate.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt questioned the proposed 10-foot monument sign and the need for additional height. Staff explained that the height was requested as part of a unified sign plan to accommodate additional tenant panels.

Mr. Barnes stated that the sign would require a sign easement from Target and Westmore Rentals and would complement the existing shopping center signage. He also confirmed that the sign would not obstruct sight lines, would be managed and maintained by the applicant, and that individual tenants would be responsible for their own signage.

Staff noted that landscaping would be required around the sign, and the applicant agreed to comply with applicable requirements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

-
2. **Case 26-175-04 – UDO Amendment #81 – New Evidence** – A request to amend the Unified Development Ordinance relating to new evidence.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo 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

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 15, 2026

ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-097 **1R** An ordinance approving a Final Plat for Jackson Place – 2nd Plat located southeast of Jackson Drive and R.D. Mize road in Independence, Jackson County, Missouri. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the Final Plat of Jackson Place – Second Plat with the following conditions:

1. Provide 7½-foot wide rear general utility easements.
2. Label the cul-de-sac street on the plat as, “S. Glenview Court.”
3. Indicate that the new sidewalk along S. Glenview Court is five feet in width and the existing multiple-purpose path along South Jackson Drive is 8 feet in width.
4. A buffer fence and associated landscaping shall be provided in the street side yards of the lots abutting the S. Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings as described in the CC&Rs that was recorded with the First Plat, shall also apply. Further, these improvements will be indicated on each lot’s plot plan. Recorded deed restrictions or other types of guarantees will be necessary to prevent the required buffer fence from being removed.
5. This plat shall also meet the parking requirements of City Code Section 14-501-05, while not obstructing sidewalks. Paved areas of front and street side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

A second to the motion was made by Commissioner Ferguson. The City Planning Commission voted as follows:

Commissioner Wiley - Absent

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O’Neil – Yes

Commissioner Ashbaugh – Yes

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

Project Description:

A request by James Pollard for Final Plat approval of Jackson Place, Second Plat, located southeast of S. Jackson Drive and south of E. R.D. Mize Road.

Current Zoning: R-12 (Two-Family Residential)

Current Use: Vacant tract

Proposal:

This Final Plat includes 9 duplex lots along with two common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately \$450,000 (\$225,000 per side).

PHYSICAL CHARACTERISTICS OF PROPERTY:

Both phases of the development have a fairly flat topography. The existing narrow tracts located northwest and southeast of an "S" curve in Jackson Drive will contain two aligned, dead-end streets ending in cul-de-sacs. This Final Plat will be the portion southeast of S. Jackson Drive. Duplexes will have individual single-car garages and contiguous one or two-car wide driveways. Buffer fencing and landscaping will provide screening from the S. Jackson Drive rights-of-way.

CHARACTERISTICS OF THE AREA:

To the east of the property sits single-family houses on R-6 (Single-Family Residential) zoned lots. The First Plat, to the north, is currently under construction. To the west is a wooded undeveloped tract zoned R-6 (Single-Family Residential). Undeveloped woodland lies south of the railroad tracks and is zoned R-6 as well.

ANALYSIS:**Historic and Archeological Sites:**

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utility services are adjacent to right-of-way or nearby. There are water and electric mains in the new development to the northwest and along the south Jackson Drive right-of-way. There is a sanitary main located along the adjacent creek to the south.

Floodplain/Stream Buffer:

Portions of this Second Plat, along the stream crossing the proposed plat, are in a federally designated floodplain.

There is a third-order stream located within the tract. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with a streamside zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:

The applications indicate two styles of duplex, one to be used with the first plat and another with the second plat.

Driveways:

Each individual unit will have one garage and a contiguous one or two-car wide, 25-foot deep driveway, creating as many as two to three parking spaces per unit.

Streets and Access:

The second plat will be accessed by a right-of-way that intersects Jackson Drive at a right angle, aligning with the existing break in the median located near the midpoint of the “S” curve.

Landscaping:

An opaque buffer fence and associated landscaping will be provided in the street side yards of the lots abutting the S. Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings were described in the Covenants, Conditions & Restrictions (CC&R) required to be recorded with the Final Plat. Further, these improvements will be indicated on each lot’s plot plan.

Covenants (CC&R’s):

A copy of the CC&R’s was recorded with the First Final Plat.

CIP Investments:

The city does not have any capital improvement projects planned near this area.

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 26-320-04
2. Final Plat Staff Report 26-320-04
3. Cover Letter
4. Application_Redacted
5. Jackson Place 2nd Plat
6. Legal Description
7. Planning Commission Meeting Minutes 08.25.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR JACKSON PLACE – 2ND PLAT LOCATED SOUTHWEST OF JACKSON DRIVE AND R.D. MIZE ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted requesting approval of the Final Plat entitled “Jackson Place – 2nd Plat,” was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the Final Plat on August 25, 2026, and rendered a report to the City Council recommending the plat be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Final Plat is consistent with the approval criteria in Section 14-702-04.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Final Plat entitled “Jackson Place – 2nd Plat” is a subdivision located in:

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, 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 Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds East, along the North line of said Southwest Quarter, a distance of 499.23 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 2038.54 feet to the East right-of-way line of South Jackson Drive, as now established and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet, to the West line of BLUE VALLEY ACRES, a subdivision now in the City of Independence, Jackson County, Missouri; thence South 02 degrees 31 minutes 47 seconds West, along said West line, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Provide 7½-foot wide rear general utility easements.
2. Label the cul-de-sac street on the plat as, “S. Glenview Court.”
3. Indicate that the new sidewalk along S. Glenview Court is five feet in width and the existing multiple-purpose path along South Jackson Drive is 8 feet in width.
4. A buffer fence and associated landscaping shall be provided in the street side yards of the lots abutting the S. Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings as described in the CC&Rs that was recorded with the First Plat, shall also apply. Further, these improvements will be indicated on each lot’s plot plan. Recorded deed restrictions or other type of guarantees will be necessary to prevent the required buffer fence from being removed.
5. This plat shall also meet the parking requirements of City Code Section 14-501-05, while not obstructing sidewalks. Paved areas of front and street side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 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

MEETING DATE: August 25, 2026

STAFF: Brian L. Harker, Planner

PROJECT NAME: Jackson Place – 2nd Plat

CASE NUMBER/REQUEST: **Case 26-320-04 - Final Plat – Jackson Place, Second Plat** – A request to approve a Final Plat generally located southeast of S. Jackson Drive and south of E. R.D. Mize Road.

APPLICANT/OWNER: James Pollard

PROPERTY LOCATION: Southeast of S. Jackson Drive and south of E. R.D. Mize Road

SURROUNDING ZONING/LAND USE:

North: R-12 (Two-Family Residential)...developing residential development
East: R-6 (Single-Family Residential)...single-family houses
South: R-6 (Single-Family Residential)...railroad right-of-way and undeveloped tract
West: R-6 (Single-Family Residential)...undeveloped tract

FURTHER ACTION:

Following action by the Planning Commission, this application is scheduled for first reading by the City Council on September 21, 2026 and the second reading on October 5, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Provide 7½-foot wide rear general utility easements.
2. Label the cul-de-sac street on the plat as, “S. Glenview Court.”
3. Indicate that the new sidewalk along S. Glenview Court is five feet in width and the existing multiple-purpose path along South Jackson Drive is 8 feet in width.
4. A buffer fence and associated landscaping shall be provided in the street side yards of the lots abutting the S. Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings as described in the CC&Rs that was recorded with the First Plat, shall also apply. Further, these improvements will be indicated on each lot’s plot plan. Recorded deed restrictions or other type of guarantees will be necessary to prevent the required buffer fence from being removed.
5. This plat shall also meet the parking requirements of City Code Section 14-501-05, while not obstructing sidewalks. Paved areas of front and street side yards shall meet City Code Section 14-501-10-B.
6. The development entrances shall meet minimum sight-distance requirements.
7. Lots encroaching on the flood plain shall require development flood plain permits and compliance with City of Independence FEMA regulations.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by James Pollard for Final Plat approval of Jackson Place located at southeast S. Jackson Drive and south E. R.D. Mize Road.

Current Zoning: R-12 (Two-Family Residential)

Current Use: Vacant tract

PROPOSAL:

This Final Plat includes 9 duplex lots along with two common area tracts. Each residential unit will have a sprinkler system and there will be a homeowners association established which will maintain the yards and common areas. The townhomes will be offered for sale and priced at approximately \$450,000 and \$225,000 per side.

PHYSICAL CHARACTERISTICS OF PROPERTY:

Both phases of the development have a fairly flat topography. The existing narrow tracts located northwest and southeast of an “S” curve in Jackson Drive will contain two aligned, dead-end streets ending in cul-de-sacs. This Final Plat will be the portion southeast of S. Jackson Drive. Duplexes will have individual single-car garages and contiguous one or two-car wide driveways. Buffer fencing and landscaping will provide screening from the S. Little Blue Parkway rights-of-way.

CHARACTERISTICS OF THE AREA:

To the east of the property sets single-family houses on R-6 (Single-Family Residential) zoned lots. The First Plat, to the north, is currently under construction. To the west is a wooded undeveloped tract zoned R-6 (Single-Family Residential). Undeveloped woodland lies south of the railroad tracks and is zoned R-6 as well.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utility services are adjacent to right-of-way or nearby. There are water and electric mains in the new development to the northwest and in the south Jackson Drive right-of-way. There is a sanitary main located along the adjacent creek on the south.

Floodplain/Stream Buffer:

Portions of this Second Plat, along the stream crossing the proposed plat, are in a federally designated floodplain.

There is a third-order stream located within the tract. Third-order streams shall have a minimum average buffer width of 125-feet on each side, with streamside zone of 35-feet, a middle zone of 65-feet, and an outer zone of 25-feet.

Elevations:

The applicant's applications indicate two styles of duplex, one to be used with the first plat and another with the second plat.

Driveways:

Each individual unit will have one garage and a contiguous one or two-car wide, 25-foot deep driveway, creating as many as two to three parking spaces per unit.

Streets and Access:

The second plat will be accessed by a right-of-way that intersects Jackson Drive at a right angle, aligning with the existing break in the median located near the midpoint of the "S" curve.

Landscaping:

An opaque buffer fence and associated landscaping will be provided in the street side yards of the lots abutting the S. Jackson Drive rights-of-way. Responsibility and descriptions of the buffer fence and plantings were described in the CC&Rs required to be recorded with the Final Plat. Further, these improvements will be indicated on each lot's plot plan.

Covenants (CC&R's):

A copy of the CC&R's was recorded with the First Final Plat.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

EXHIBITS

1. Cover Letter
2. Application
3. Final Plat
4. Legal
5. Duplex Two Design

June 10, 2026, 2026

Jackson Place, Phase 2- Final Plat

Project Narrative

Jackson Place, Phase 2 is the second phase of the Jackson Place development on Jackson Drive, south of R.D.Mize Road. Jackson Place, when fully developed will have 33 duplex lots and 1 commercial lot in 2 phases.

This phase consists of 9 lots for duplexes and 1 tract.

Currently, the utility infrastructure for the second phase is under way with curbing, sidewalk and paving slated to be complete around the first of September, 2026.

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

Jackson Place, Second Plat

Project Name

Jackson Drive at R.D.Mize Drive

Project Address/Location

3300/Duplex

7.7 (Lots & Tracts)

9/1

Yes

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Steam Buffer (Yes or No)

R-12

R-12

Vacant

MF Duplexes

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

Jim Pollard

N/A

Name

Company

Phone

Email

Owner

Same As Applicant

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other:

Kevin Sterrett

Hg Consult, Inc.

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

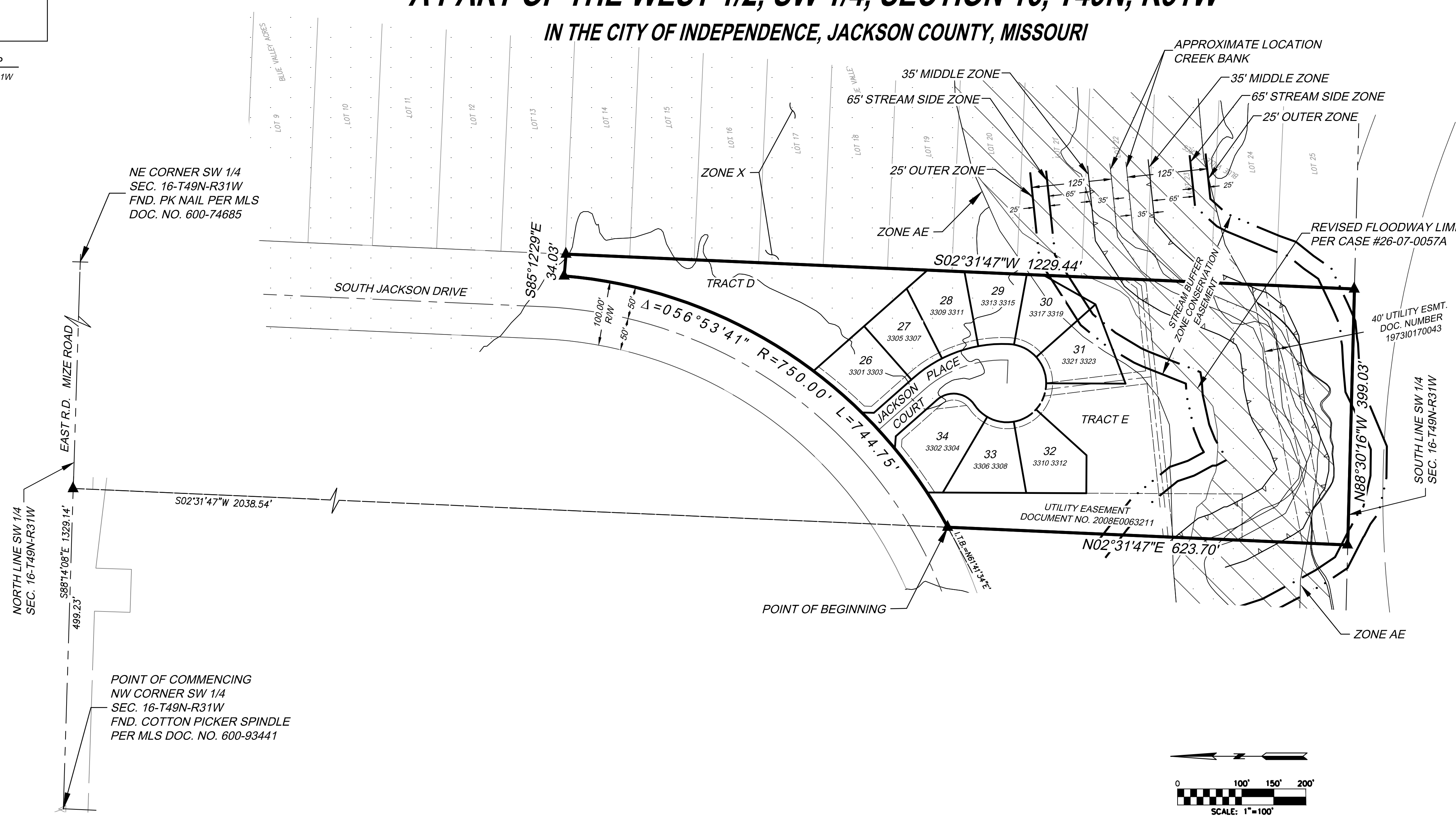
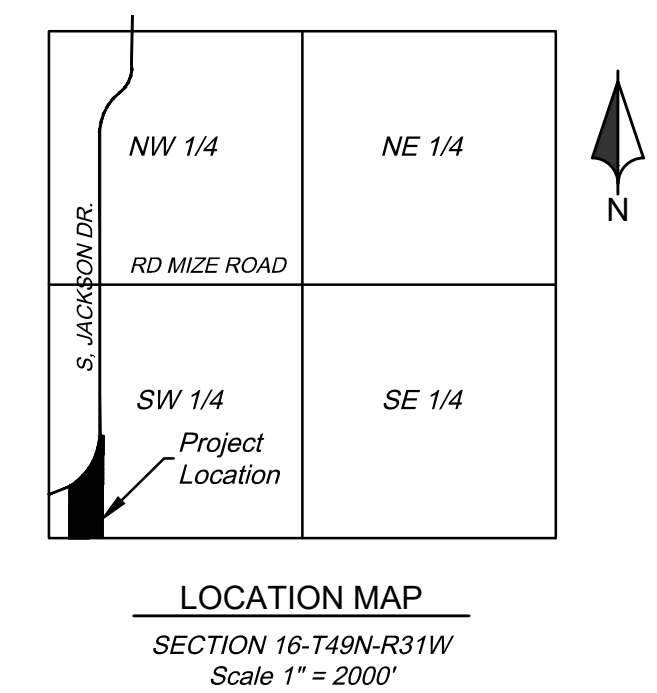
Email

The applicant hereby agrees that the information provided above is accurate.

 6/29/26
Applicant's Signature Date

 6/29/26
Owner's Signature Date

JACKSON PLACE - 2ND PLAT
LOTS 26 THRU 34, TRACTS D & E
A PART OF THE WEST 1/2, SW 1/4, SECTION 16, T49N, R31W
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



PROPERTY DESCRIPTION:
All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, 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 Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds East, along the North line of said Southwest Quarter, a distance of 499.23 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 2038.54 feet to the East right-of-way line of South Jackson Drive, as now established and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet, to the West line of BLUE VALLEY ACRES, a subdivision now in the City of Independence, Jackson County, Missouri; thence South 02 degrees 31 minutes 47 seconds West, along said West line, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less.

DEDICATION: THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREIN HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS "JACKSON PLACE - 2ND PLAT".

IN TESTIMONY WHEREOF, THE UNDERSIGNED OWNERS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 20 ____.

JAMES W. POLLARD

STATE OF MISSOURI)
COUNTY OF JACKSON) SS:
ON THIS _____ DAY OF _____, 20 ____, BEFORE ME PERSONALLY APPEARED THE ABOVE PERSON(S), TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DATE AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES:

ACKNOWLEDGEMENTS:

THIS CERTIFIES THAT THE WITHIN PLAT OF "JACKSON PLACE - 2ND PLAT" INCLUDING EASEMENTS AND RIGHTS-OF-WAY WAS SUBMITTED AND APPROVED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF INDEPENDENCE, MISSOURI PURSUANT TO ORDINANCE NO. _____.

TOM SCANNELL, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT DATE

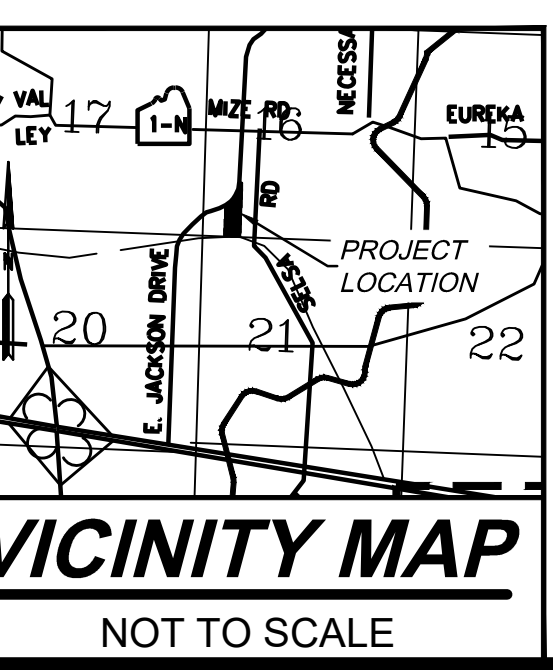
SUSANNE HOLLAND, CITY CLERK DATE

ALEXANDER LOPEZ, CITY ENGINEER DATE

APPROVED BY JACKSON COUNTY ASSESSOR'S OFFICE:

JACKSON COUNTY ASSESSMENT DEPARTMENT DATE

KEY:
m = MEASURED
p = PLATTED
I.T.B = INITIAL TANGENT BEARING
▲ INDICATES MONUMENT FOUND
▲ INDICATES SET 1/2" IRON BAR W/CAP



STREETS: THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES: BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.

EASEMENTS: AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND / OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS UTILITY EASEMENTS (U/E), SANITARY SEWER EASEMENTS (SSE) OR STORM DRAINAGE EASEMENTS (SDE), OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.

GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.188, RSMO. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

STORM DRAINAGE: INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE FLOW PATH ON LOTS, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

MISSOURI STATE PLANE COORDINATES:
MISSOURI STATE PLANE COORDINATES, WERE OBTAINED USING
KC METRO CONTROL MONUMENT, JA-43 MONUMENT
COORDINATES = N 307528.309 M
E 860514.793 M
GRID FACTOR 0.9998981

- NOTES:
- ▲ DENOTES FOUND MONUMENTATION AS NOTED.
 - ▲ DENOTES 1/2" IRON BAR WITH PLASTIC CAP LS-2469 SET THIS PLAT.
 - ALL MONUMENTATION TO BE SET WITHIN 3 MONTHS OF THE RECORDING OF THIS PLAT.
 - THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN "URBAN PROPERTY" SURVEY.
 - PROPERTY INFORMATION SHOWN HEREON (RECORD DESCRIPTIONS, EASEMENTS, ETC.) WERE PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY BY COMMITMENT FILE NO. 1595739, WITH A COMMITMENT DATE OF SEPTEMBER 20, 2021 AT 8:00 A.M..
 - THE APPROVED DWELLING SIZE CLASSIFICATION FOR THIS PLAT IS: CLASS E 1,400 S.F.
 - ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 28095C0344G, REVISED JANUARY 20, 2017, THIS TRACT GRAPHICALLY LIES IN OTHER AREAS, ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN.
 - THERE ARE NO OIL OR GAS WELLS ON THE SUBJECT PROPERTY AS OF MAY 1, 2023 AS SHOWN BY THE MISSOURI GEOLOGICAL SURVEY GEOSTRAT (GEOSCIENCES TECHNICAL RESOURCE ASSESSMENT TOOL).
 - THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION INSIDE THE STREAM BUFFER ZONES. ANY STREAM BUFFER SHOWN HEREON IS SUBJECT TO CONSERVATION EASEMENTS THAT RESTRICT DISTURBANCE AND USE OF THESE AREAS.

SURVEYORS' CERTIFICATION:
I HEREBY CERTIFY THAT THE WITHIN PLAT OF JACKSON PLACE - 2ND PLAT, LOTS 26 THRU 34, TRACTS D & E IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. I FURTHER CERTIFY THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND CITY OF INDEPENDENCE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REVIEW COPY

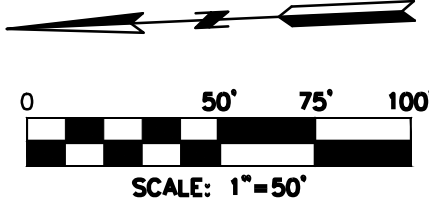
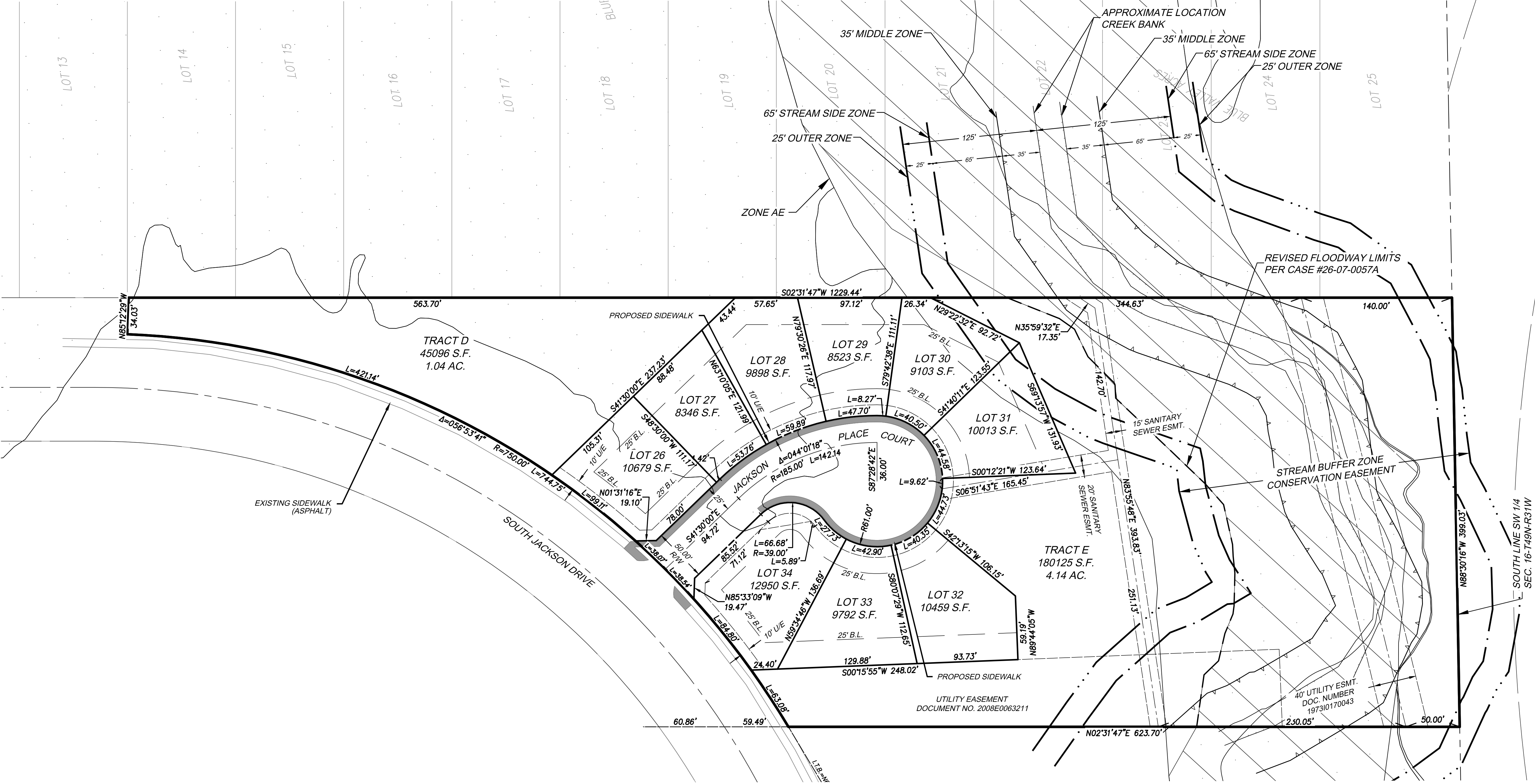
R. KEVIN STERRETT, MO LS-2469 DATE

PLAT PREPARED FOR:
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057

SHEET 1 OF 2
PROJECT NO. - 23.072
PREPARED: 06/05/2026
PREPARED BY: SPW

Hg Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

JACKSON PLACE - 2ND PLAT
LOTS 26 THRU 34, TRACTS D & E
A PART OF THE WEST 1/2, SW 1/4, SECTION 16, T49N, R31W
IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



- NOTE:**
1. Tract D & E are to be used for open space, utility easement & storm water detention.
 2. 25' B.L. = 25' Building Setback Line.

SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THE WITHIN PLAT OF JACKSON PLACE - 2ND PLAT, LOTS 26 THRU 34, TRACTS D & E IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. I FURTHER CERTIFY THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND CITY OF INDEPENDENCE STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

R. KEVIN STERRETT, MO LS-2469 DATE

PLAT PREPARED FOR:
JIM POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MISSOURI 64057

SHEET 2 OF 2
PROJECT NO.: 23.072
PREPARED: 06/05/2026
PREPARED BY: SPW

Hg Consult Inc
engineers planners

1533 Locust Street, Kansas City, Missouri 64108
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS 2019005467

JACKSON PLACE 2ND PLAT BOUNDARY DESCRIPTION

All that part of the West Half of the Southwest Quarter of Section 16 Township 49 North, Range 31 West, 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 Southwest Quarter of said Section 16; thence South 88 degrees 14 minutes 08 seconds East, along the North line of said Southwest Quarter, a distance of 499.23 feet; thence South 02 degrees 31 minutes 47 seconds West, a distance of 2038.54 feet to the East right-of-way line of South Jackson Drive, as now established and to the POINT OF BEGINNING; thence Northeasterly and Northerly, along said East right-of-way line and along a curve to the left, having a radius of 750.00 feet, and whose initial tangent bearing is North 61 degrees 41 minutes 34 seconds East, and a central angle of 056 degrees 53 minutes 41 seconds, an arc distance of 744.75 feet; thence South 85 degrees 12 minutes 29 seconds East, a distance of 34.03 feet, to the West line of BLUE VALLEY ACRES, a subdivision now in the City of Independence, Jackson County, Missouri; thence South 02 degrees 31 minutes 47 seconds West, along said West line, a distance of 1229.44 feet to the South line of the Southwest Quarter of said Section 16; thence North 88 degrees 30 minutes 16 seconds West, along the South line of said Southwest Quarter, a distance of 399.03 feet; thence North 02 degrees 31 minutes 47 seconds East, a distance of 623.70 feet to the POINT OF BEGINNING. Containing 336,670 square feet or 7.729 acres, more or less



Planning Commission Minutes

August 25, 2026 6:00 PM

20201 E Jackson Drive, Independence, MO 64057

CALL TO ORDER

A meeting of the Planning Commission was held on 8/25/2026 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 - Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Laurie Dean Wiley.

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 – August 11, 2026
2. **Case 26-320-04 – Final Plat – Jackson Place, 2nd Plat** – A request to approve a final plat located generally southeast of Jackson Drive and south of R. D. Mize Road.

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

CASE TO BE CONTINUED - STAFF RECOMMENDS THIS CASE BE CONTINUED TO THE SEPTEMBER 15, 2026 MEETING.

1. **Case 26-125-05 – Rezoning/PUD – 934 E 23rd Street S** – A request to rezone the

property from C-1 (Neighborhood Commercial) to R-12/PUD (Two Family Residential/Planned Unit Development) and approve a preliminary development plan.

Commissioner Edward Nesbitt made a motion to continue the case to September 15th. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 26-200-04 – Special Use Permit – 1717 S. Appleton Ave** – A request for a Special Use Permit to operate a tattoo shop.

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

Ronald Ashley Emerson, 133 N. Davidson Ave, stated that he has 17 years of professional tattooing experience, including 12 years in Missouri, and previously co-owned a tattoo shop in the Westport area. He discussed his involvement in the Englewood Arts District and commitment to community involvement and charitable efforts. Emerson stated that he has an established clientele throughout eastern Jackson County and believes the proposed location in Independence will better serve his clients and attract visitors to the Englewood District. He also confirmed that he had spoken with neighboring businesses and received their support for the proposed establishment.

Public Comments

Torrance Kelley, 7310 Sycamore Ave, Kansas City, President of the Englewood Business Association, stated that the association strongly supports Unbound Tattoo and Art Studios. He stated that the association values businesses that become active members of the community, and noted Emerson's existing involvement and support of the Englewood community. Kelley stated that the Englewood Business Association believes the proposed business would be a responsible and positive addition to the district.

Thad McCullough, 1937 S. Hardy Avenue, spoke favorably regarding Emerson's character and his commitment to the community. McCullough described Emerson as a positive asset to the community.

Commissioner Comments

The Commission discussed the number of tattoo establishments currently operating in Independence. Staff explained that City Code permits one tattoo establishment per 15,000 residents, allowing for a total of eight establishments in the City. Staff estimated that there are currently six or seven establishments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-100-09 – Rezoning – 17610 E. Bolger Rd** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) 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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicant and introduced the proposed Dillons grocery store. Moore stated that the property had been zoned C-2 for more than 50 years before a 2023 proposal sought to redevelop the site with multifamily housing. That proposal did not move forward, and the current request would return the property to its previous C-2 zoning designation, along with a Special Sign Permit.

Moore presented renderings of the proposed grocery store and discussed improvements to the property, including maintaining existing healthy trees and repairing portions of the deteriorated parking lot. He noted that the improvements would extend into the Merchant Square property and include improvements to the center entrance.

Moore also reviewed the proposed site access, including an existing drive from Crackerneck Rd for grocery pickup, a new entrance for pharmacy access, and the proposed fuel station, which would be an accessory use to the grocery store and include a customer rewards program.

Tim Goyad, 11501 North Lake Drive, Cincinnati, Ohio, 45249, with Phillips Edison, stated that the existing building is structurally sound and will be evaluated to ensure any modifications meet current building codes. He explained that the project will primarily repurpose the existing structure, including painting portions of the masonry, adding a vestibule at the main entrance, and reusing the existing interior and rear portions of the building.

Public Comments

Jo Reimal, 17800 Bolger Rd, spoke in support of the proposed Dillons grocery store, stating that nearby condominium residents would benefit from having a grocery store within walking distance. Ms. Reimal also requested additional stop signs along Crackerneck Rd near the former Jo-Ann's location and Casey's to address traffic safety concerns.

Angie Lotz, 1326 S. Kings Hwy, spoke in support of the proposed Dillons grocery store, stating that the development would improve the area and provide a needed grocery option. She expressed concerns regarding traffic flow around the proposed fuel station and suggested considering an access design similar to the Costco location on 40 Highway.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, explained that an alternative fuel station orientation was considered, but the proposed layout was selected to preserve parking and meet Dillons parking requirements. The applicant stated that fuel delivery trucks would circulate around the fuel canopy and access the fueling area from the west side. The proposed layout also meets Dillons requirements for vehicle stacking.

Commissioner Comments

Commissioner Ashbaugh discussed the existing traffic signal, landscaping, parking lot islands, and irrigation system at the shopping center. Staff explained that the traffic signal was installed due to the significant traffic generated by the shopping center when it was originally developed and would continue to accommodate traffic associated with the proposed redevelopment. Staff also stated that the landscaping and parking areas would be reviewed during the engineering process to ensure compliance with current City requirements, including the evaluation and replacement of dead or unsuitable trees. Staff noted that some existing areas may not have been subject to current landscaping requirements due to previous tenant improvements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-600-01 – Special Sign Permit – 17610 E. Bolger Rd** – A request by Dillons for approval of a Special Sign.

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

Bill Moore, attorney with Ralph Fretz White Law Firm, 801 W. 47th Street, Kansas City, appeared on behalf of the applicants. Mr. Moore reviewed the proposed signage, noting that the applicant was seeking approval for a monument sign at the center entrance. The proposed sign would be 10 feet in height, two feet taller than the standard eight-foot allowance, to accommodate additional tenant information, the Dillons logo, and fuel station advertising. Moore stated that the proposed sign would not obstruct the required sight triangle or interfere with traffic entering or exiting the shopping center.

Moore concluded by requesting approval to rezone the property back to C-2, its previous zoning designation, and approval of the Special Sign Permit to allow the proposed Dillons grocery store to locate at the property.

Commissioner Nesbitt asked whether the applicant would be purchasing or leasing the property. Mr. Moore confirmed that the property would be purchased. Commissioner Nesbitt then expressed concerns regarding traffic entering the shopping center and traveling in front of the store entrance. He questioned whether an alternative entrance location had been considered to reduce congestion and conflicts between vehicle and pedestrian traffic.

Tom Barnes, 6363 Poplar Avenue, Memphis, Tennessee, 38119 with Pickering Firm, a civil engineer for the project, stated that the traffic consultant evaluated the site and recommended maintaining the existing entrance configuration. He noted that the analysis did not identify any issues with the existing drive or the anticipated traffic generated by the proposed development.

Rick Arroyo, Assistant Director, stated that the existing site currently experiences limited traffic due to the condition of the property, but noted that the entrance and traffic signal were originally established when the shopping center was more heavily utilized. He explained that further engineering review would be required as part of the rezoning process, including consideration of traffic flow and alignment with existing entrances on Crackerneck Rd. Mr. Arroyo stated that the traffic study completed for the proposed development did not identify excessive traffic impacts that the site could not accommodate.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt questioned the proposed 10-foot monument sign and the need for additional height. Staff explained that the height was requested as part of a unified sign plan to accommodate additional tenant panels.

Mr. Barnes stated that the sign would require a sign easement from Target and Westmore Rentals and would complement the existing shopping center signage. He also confirmed that the sign would not obstruct sight lines, would be managed and maintained by the applicant, and that individual tenants would be responsible for their own signage.

Staff noted that landscaping would be required around the sign, and the applicant agreed to comply with applicable requirements.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

-
2. **Case 26-175-04 – UDO Amendment #81 – New Evidence** – A request to amend the Unified Development Ordinance relating to new evidence.

Staff Presentation

Rick Arroyo presented the case. Mr. Arroyo 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

Public Comments

No public comments.

Motion

Commissioner Michael Young made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING SEPTEMBER 15, 2026

ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-098 **1R** An ordinance adopting amendments to the Fiscal Year 2026-2027 Budget, which was approved by Ordinance No. 19816; and authorizing the City Manager to execute change order #1 in the amount of \$316,838 with Delta Innovative Services, Inc., and authorizing change orders of up to ten (10%) of the authorized amount, for a full roof replacement on Fire Station #1. **1R**

Recommendations:

Council approval is recommended.

Background:

This ordinance transfers \$316,838 from the unreserved fund balance of the Fire Sales Tax Fund (Fund 017) to the Fire Improvements Fund (Fund 053) and increases necessary appropriations.

This transfer is necessary due to roofing work that was required at Fire Station 1. At the time the project began, the full extent of roof damage and deterioration was unknown. The original estimate called for 20% roof deck replacement. Following commencement of the work, it was determined that the roof was far more deteriorated than originally anticipated and required 100% of the roof decking to be replaced. Decking replacement included 5,300 sq. ft. for the upper roof and 7,300 sq. ft. for the lower roof at an additional cost of \$316,838, bringing the project total to \$745,366.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact of this change order is \$316,838, bringing the project total to \$745,366.

Council Action:

**Department /
Contact**

Fire Department /

REVIEWERS

Jimmy Walker

Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Fire Station 1 Roof Replacement
2. Delta 26-0025
3. Delta Fire Station 1 Roof Deck Replacement 8.5.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2026-2027 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19816; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #1 IN THE AMOUNT OF \$316,838 WITH DELTA INNOVATIVE SERVICES, INC., AND AUTHORIZING CHANGE ORDERS OF UP TO TEN PERCENT (10%) OF THE AUTHORIZED AMOUNT, FOR A FULL ROOF REPLACEMENT ON FIRE STATION #1.

WHEREAS, the adopted Operating and Capital budgets for the 2026-27 fiscal year were approved by the City Council by Ordinance No. 19816; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. Increased transfers in the amount of \$316,838 payable from unreserved fund balance Fire Sales Tax Fund (No. 017) to the Fire Improvement Funds (053), and increased appropriations in the amount of \$316,838 in the Fire Improvement Funds (053) for Fire Department Fire Station Projects (No. 172402-C-DEBT).

SECTION 2. Authorizes the City Manager to execute Change Order #1 in the amount of \$316,838, to the purchase order with Delta Innovative Services, Inc, for a new total of \$745,366 to complete the roof replacement on Independence Fire Station 1 Roof Replacement Project (No. 172601).

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance

TO OWNER/CLIENT:

City Of Independence
PO Box 1019
Independence, Missouri 64051 0519

PROJECT:

FS 1 - Fire station
950 N Spring St
Independence, Missouri 64050

FROM CONTRACTOR:

Delta Innovative Services Inc
4141 Fairbanks Ave
Kansas City, Kansas 66106

VIA ARCHITECT/ENGINEER:

APPLICATION NO: 2

INVOICE NO: 2

PERIOD: 08/01/26 - 08/31/26

PROJECT NO: 26-0025

CONTRACT DATE: 4/21/2026

CONTRACT FOR: Roofing and Sheet Metal

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$428,528.00
2. Net change by change orders		\$316,838.00
3. Contract Sum to date (Line 1 ± 2)		\$745,366.00
4. Total completed and stored to date (Column G on detail sheet)		\$552,397.45
5. Retainage:		
a. 5.00% of completed work	\$27,619.88	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$27,619.88
6. Total earned less retainage (Line 4 less Line 5 Total)		\$524,777.57
7. Less previous certificates for payment (Line 6 from prior certificate)		\$57,796.48
8. Current payment due:		\$466,981.09
9. Balance to finish, including retainage (Line 3 less Line 6)		\$220,588.43

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$0.00	\$0.00
Total approved this month:		\$316,838.00	\$0.00
	Totals:	\$316,838.00	\$0.00
Net change by change orders:		\$316,838.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Delta Innovative Services Inc

By: 

Date: 8.13.26

State of: Kansas
County of: Wyandotte
Subscribed and sworn to before
me this 13th day of August 2026
Notary Public: Shauna Anson-Miller
My commission expires: 7.15.28



ARCHITECTS/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$466,981.09

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____

Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C	D	E	F	G	H	I		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1 Prime Contract Line Items										
1.1 Prime Contract Line Items Prime Contract Line Items										
1.1.1		Roofing Material	\$52,242.40	\$52,242.40	\$0.00	\$52,242.40	100.00%	\$0.00	\$2,612.12	
1.1.2		Roofing Labor	\$93,778.20	\$0.00	\$0.00	\$23,444.55	25.00%	\$70,333.65	\$1,172.23	
1.1.3		Sheetmetal Material	\$73,773.20	\$0.00	\$0.00	\$73,773.20	100.00%	\$0.00	\$3,688.66	
1.1.4		Sheetmetal Labor	\$52,375.00	\$0.00	\$0.00	\$26,187.50	50.00%	\$26,187.50	\$1,309.38	
1.1.5		Decking Repairs	\$95,263.20	\$0.00	\$0.00	\$23,815.80	25.00%	\$71,447.40	\$1,190.79	
1.1.6		Mechanical And Electrical	\$50,000.00	\$0.00	\$0.00	\$25,000.00	50.00%	\$25,000.00	\$1,250.00	
1.1.7		Bonds	\$3,815.00	\$0.00	\$0.00	\$3,815.00	100.00%	\$0.00	\$190.75	
1.1.8		Permits	\$2,281.00	\$0.00	\$0.00	\$2,281.00	100.00%	\$0.00	\$114.05	
1.1.9		Mobilization	\$5,000.00	\$2,500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00	
Prime Contract Line Items Subtotals			\$428,528.00	\$60,838.40	\$0.00	\$235,559.45	54.97%	\$192,968.55	\$11,777.98	
Prime Contract Line Items Subtotals			\$428,528.00	\$60,838.40	\$0.00	\$235,559.45	54.97%	\$192,968.55	\$11,777.98	
2 Change Orders Change Orders										
2.1		Full Deck replacement	\$316,838.00	\$0.00	\$0.00	\$316,838.00	100.00%	\$0.00	\$15,841.90	
Change Orders Subtotals			\$316,838.00	\$0.00	\$0.00	\$316,838.00	100.00%	\$0.00	\$15,841.90	
Grand Totals			\$745,366.00	\$60,838.40	\$0.00	\$552,397.45	74.11%	\$192,968.55	\$27,619.88	

CONDITIONAL WAIVER AND RELEASE OF LIEN

All contractors, laborers, materialmen and other persons furnishing labor, material, equipment or supplies in connection with work performed by [contractor name here]

Delta Innovative Services, Inc

("Contractor") under contract with [borrower name here]
City of Independence

("Borrower") will be paid in full for work completed as of [date here]
8-13-26, and there will be no claim outstanding which would entitle the holder hereof to claim a lien against the property.

Upon payment of \$ 466,981.09, Contractor hereby waives and releases Contractor's right to file a mechanic's or materialmen's lien against said property for work completed through [date here] 8-31-26.

CONTRACTOR: Delta Innovative Services, Inc

SIGNED: Sabina R Boyle

TITLE: President

DATE: 8-13-2026

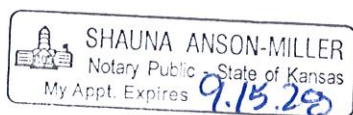
The person signing above does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the undersigned hereto and does hereby in fact so execute this instrument.

I, Sauna Anson Miller, a Notary Public, do hereby certify that Sabina R Boyle, appeared before me this day in person and acknowledged that he/she signed said document. Given under my hand and notarial seal, this 13th day of August, 2026.

Notary Public: Sauna Anson Miller

Printed Name: Sauna Anson Miller

My commission expires: 09-15-2028





DELTA

INNOVATIVE SERVICES, INC

4141 FAIRBANKS AVENUE
KANSAS CITY, KS 66106
913-371-7100 PHONE
913-371-7107 FAX
www.deltaservices.com

August 5, 2026

City of Independence, Missouri
Attn: Tim Garland
111 E Maple Avenue
Independence, MO 64050

Re: Roof Replacement Fire Station No. 1

Mr. Garland,

Please find below our current costs and the additional cost for the deck replacement at this project.

PO #26001592 \$ 428,528.00 Breakdown

Roof Base Bid: \$ 239,490.00

Contingency Included:

Mechanical: \$ 50,000.00

Deck Replacement: \$ 139,038.00

Total Contingency \$ 189,038.00

Mechanical Work Subcontracted

Lippert Mechanical \$ 25,100.00

Add cable tray \$ 14,400.00

Pro Electric \$ 3,900.00

10% Mark Up \$ 4,340.00

Total: < \$ 47,740.00 >

Balance of Contingency: \$ 141,298.00

Deck Replacement Costs:

Upper Roof 5,300 sf @ \$ 36.36 \$ 192,708.00

Lower Roof 7,300 sf @ \$ 36.36 \$ 265,428.00

Total \$ 458,136.00

< \$ 141,298.00 >

Total Additional Cost for Deck: \$ 316,838.00 above current PO amount.

New Contract Value: \$ 745,366.00

Respectfully Yours,

David B. Marr
Project Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-099 **1R** An ordinance authorizing the City Clerk to do all things necessary for the holding of a Special Election in Independence, Missouri, to fill the District 1 Councilmember vacancy, and to certify to the Jackson County Board of Election Commissioners all names of candidates properly presented by petitions. **1R**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

None

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Aug 1, 2026 - Aug 31, 2026	
Mailing Address: 223 N MEMORIAL DR, INDEPENDENCE, MO 64050					
Physical Address: 223 N MEMORIAL DR, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: Dawna Cordon			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
			Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month			667	27,657	12,259
B. Cases (citations/informations) filed			33	1,836	545
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			0	0	0
2. court/bench trial - GUILTY			1	0	14
3. court/bench trial - NOT GUILTY			0	0	4
4. plea of GUILTY in court			34	1,037	284
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)			0	360	0
6. dismissed by court			0	65	39
7. <i>nolle prosequi</i>			4	176	67
8. certified for jury trial (not heard in Municipal Division)			0	3	0
9. TOTAL CASE DISPOSITIONS			39	1,641	408
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			661	27,852	12,396
E. Trial de Novo and/or appeal applications filed			0	3	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		802	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		576	1. # Issued during period		0
3. # Outstanding at end of reporting period		33,544	☐ Court staff does not process parking tickets		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Aug 1, 2026 - Aug 31, 2026	
<u>V. DISBURSEMENTS</u>					
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)			Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.		
Fines - Excess Revenue	\$126,615.50	Bad Check Fee	\$100.00		
Clerk Fee - Excess Revenue	\$13,749.14	Court Automation	\$10,110.79		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$423.95	Law Enf Arrest-Local	\$8,019.50		
Bond forfeitures (paid to city) - Excess Revenue	\$990.00	Total Other Disbursements	\$18,230.29		
Total Excess Revenue	\$141,778.59	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$239,972.30		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$23,580.00		
		Total Disbursements	\$263,552.30		
Fines - Other	\$47,629.80				
Clerk Fee - Other	\$3,583.64				
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00				
Peace Officer Standards and Training (POST) Commission surcharge	\$1,444.42				
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$10,298.58				
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$110.48				
Law Enforcement Training (LET) Fund surcharge	\$2,878.00				
Domestic Violence Shelter surcharge	\$5,757.50				
Inmate Prisoner Detainee Security Fund surcharge	\$2,878.50				
Restitution	\$0.00				
Parking ticket revenue (including penalties)	\$0.00				
Bond forfeitures (paid to city) - Other	\$5,382.50				
Total Other Revenue	\$79,963.42				

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
August	2026	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
223 N Memorial Dr. Independence, MO 64050	223 N Memorial Dr. Independence, MO 64050	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,584	77,732	43,354
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	97	26
6. dismissed by court		0	3	26
7. nolle prosequi		0	9	6
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	109	58
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		8,583	77,623	43,296
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: August - 2026
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	251	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	442	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	35,208		

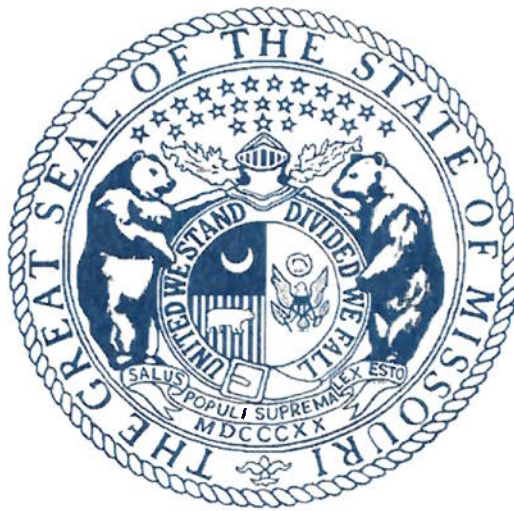
V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$5,184.00
Clerk Fee – Excess Revenue	\$547.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,010.00
Total Excess Revenue	\$6,741.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$8,881.61
Clerk Fee – Other	\$575.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$93.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$684.35
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$190.00
Domestic Violence Shelter surcharge	\$364.50
Inmate Prisoner Detainee Security Fund surcharge	\$186.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$100.50
Bond forfeitures (paid to city) – Other	\$2,330.00
Total Other Revenue	\$13,405.46
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Records check and copy fees	\$87.00
Total Other Disbursements	\$87.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$20,233.46
Bond Refunds	\$4,509.00
Total Disbursements	\$24,742.46

09/01/2026 Special Recall Election

ENTITY	CONTACT	PICK-UP	
		DATE	SIGNATURE
CITY OF INDEPENDENCE MISSOURI	SUSANNE HOLLAND 816-325-7017		<i>Susanne Holland</i>

RECEIVED
 2026 SEP -8 PM 3:24
 CLERK OF COURTY
 BOARD OF ELECTION
 COMMISSIONERS

**OFFICIAL
CERTIFICATION
SPECIAL RECALL ELECTION
CITY OF INDEPENDENCE
STATE OF MISSOURI
County of Jackson**



Tuesday, September 1, 2026

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

**Michael K. Whitehead
Chairman**

**Henry R. Carner
Secretary**

**Colleen M. Scott
Member**

**Lyle K. Querry
Member**

**Tyler S. Spencer
Director**

**Sara A. Zorich
Director**



MICHAEL K. WHITEHEAD, CHAIRMAN * HENRY R. CARNER, SECRETARY * COLLEEN M. SCOTT, MEMBER * LYLE K. QUERRY, MEMBER
TYLER S. SPENCER, DIRECTOR * SARA A. ZORICH, DIRECTOR
215 N. LIBERTY ST * PO BOX 296, INDEPENDENCE, MO 64051
816-325-4600 * FAX 816-325-4609 * jcebmo.org

OFFICIAL CERTIFICATION FOR SEPTEMBER 1, 2026
SPECIAL RECALL ELECTION

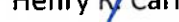
STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct and complete return of all votes counted in the Primary Election held Tuesday, September 1, 2026. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 8th day of September, 2026.

Michael K. Whitbrook

Michael K. Whitehead
Chairman


Henry R. Carner
Secretary

Henry R. Carner
Secretary

Colleen M. Scott

Colleen M. Scott
Member

Lyle K. Quarry
Lyle K. Quarry

Lyle K. Query
Member

Election Summary Report
JACKSON COUNTY, MISSOURI
SPECIAL RECALL ELECTION
SEPTEMBER 1, 2026
ELECTION DAY
OFFICIAL

Date: 9/8/2026
Time: 2:50:13 PM CDT
Page 1/1

Registered Voters 14,250 - Total Ballots 1,646 : 11.55%

4 of 4 Precincts Reporting 100.00%

INDEPENDENCE COUNCIL DISTRICT 1 - RECALL
QUESTION

Number of Precincts	4	
Precincts Reporting	4	100.00%
Total Votes	1,646	
YES	1,120	68.04%
NO	526	31.96%

INDEPENDENCE COUNCIL DISTRICT 1 -
RECALL QUESTION

Jurisdiction Wide	Reg. Total		YES		NO	
	Voters	Votes				
B1 01, 02, 03, 04, 05, B4 06						
Normal	6064	545	400	73.39%	145	26.61%
Absentee	6064	0	0	-	0	-
Provisional	6064	0	0	-	0	-
B2 07, B4 05, 08						
Normal	2354	222	161	72.52%	61	27.48%
Absentee	2354	0	0	-	0	-
Provisional	2354	0	0	-	0	-
B2 01, 02, B4 02, 03, 04						
Normal	5832	674	432	64.09%	242	35.91%
Absentee	5832	0	0	-	0	-
Provisional	5832	2	1	50.00%	1	50.00%
ABSENTEE						
Normal	0	0	0	-	0	-
Absentee	0	203	126	62.07%	77	37.93%
Provisional	0	0	0	-	0	-
Total						
Normal	14250	1441	983	68.91%	448	31.09%
Absentee	14250	203	126	62.07%	77	37.93%
Provisional	14250	2	1	50.00%	1	50.00%
Total	14250	1646	1120	68.04%	526	31.96%

Voter Turnout
JACKSON COUNTY, MISSOURI
SPECIAL RECALL ELECTION
SEPTEMBER 1, 2026
ELECTION DAY
OFFICIAL

Date: 9/8/2026
Time: 2:51:16 PM CDT
Page 1/1

Precincts	Ballots Cast	Registered Voters	% Turnout
B1 01, 02, 03, 04, 05, B4 06	545	6064	8.99%
B2 07, B4 05, 08	222	2354	9.43%
B2 01, 02, B4 02, 03, 04	676	5832	11.59%
ABSENTEE	203	14250	1.42%
Total	1646	14250	11.55%